

**AGENDA**

**CITY COUNCIL MEETING**

**TUESDAY, JULY 6, 2021**

**7:00 p.m.**

This meeting will be conducted by teleconference.

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

**Dial-In Number: (929) 436-2866**

**Meeting ID: 381 083 245**

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: May 17, 2021

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 84-20** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#22270), referred to Economic and Community Development and Environment Committee.
- 85-20** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#22533), referred to Economic and Community Development and Environment Committee.
- 86-20** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393), referred to Public Safety and Transportation Committee.
- 87-20** Communication from Mayor re: Appointment of Johana Dorgan (D) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 88-20** Communication from Mayor re: Appointment of Jacqueline Martoral (U) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 90-20** Communication from OPED re: Proposed Resolution Authorizing Driveway Variance, Right of Way Modification and Johnson Street Conversion to Two-Way Traffic – Windward Apartments, 20 Johnson Street, referred to Public Safety and Transportation Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 92-20** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Reads Artspace Affordable Housing Development, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 89-20** Communication from OPED re: Proposed Resolution with the Connecticut Department of Transportation – Rails Division to enter into Railroad License Agreements to beautify the Railroad Underpasses throughout the City, **FOR IMMEDIATE CONSIDERATION.**
- 91-20** Communication from OPED re: Proposed Resolution with the Connecticut Department of Transportation – Highway Division to enter into Highway Encroachment Agreements to beautify the Highway Underpasses of I-95 and Routes 8 and 25 located within the City, **FOR IMMEDIATE CONSIDERATION.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*21-20** Ordinance Committee Report re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 8.90 – Regulation of the Sales and Marketing of Tobacco Products, **DENIED.**
- \*77-20** Economic and Community Development and Environment Committee Report re: Resolution Accepting Gift of Grant-Funded Bicycle Racks from Metropolitan Council of Governments (MetroCOG).
- \*48-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Luis Nunez.
- \*61-20** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Home Depot USA, Inc.
- \*62-20** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Penske Leasing and Rental Co.
- \*63-20** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Primrose Companies.
- \*70-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Klyde Jacques.
- \*78-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Louis Cafora, Administrator of the Estate of Frederick Cafora.
- \*81-20** Miscellaneous Matters Committee Report re: Appointment of Charles Griggs (D) to the Ethics Commission.

**MATTERS TO BE ACTED UPON:**

- 64-20** Miscellaneous Matters Committee Report re: Refund of Excess Payments – People’s United Bank.

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

*(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; 2021-07-06 pdf)*

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JULY 6, 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**

<b>NAME</b>	<b>SUBJECT</b>
Jonathan Shaer On behalf of Boston Shell 1917 Boston Avenue Bridgeport, CT 06608	Flavored tobacco ban.
Brian Fojtik National Assoc. of Tobacco Outlets 2738 Main Street Bridgeport, CT 06606	Proposed resolution for amendment to City Code Chapter 8.90 – Regulation of the Sales and Marketing of Tobacco Products (Ban on Sale of flavored Tobacco Products).
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	Fifth State Distillery & egregious conduct of Bill Coleman, Dennis Buckley & Attorney Russel Liskov at P&Z meeting.
Helen Olga Losak 306 Bradley Street Bridgeport, CT 06610	Fifth State Distillery & conduct of Bill Coleman at Remonstrance Hearing.
Michele Smalls 10 Mencil Circle Bridgeport, CT 06610	Fifth State Distillery including Remonstrance Hearing & conduct of Bill Coleman.
Andre Whaley 181 Wessels Avenue Bridgeport, CT 06610	Fifth State Distillery including Remonstrance Hearing & conduct of Bill Coleman.
Jessica Michaca 98 Emerald Street Bridgeport, CT 06610	Fifth State Distillery & conduct of Bill Coleman.
Daniel Vadi 38 Cogswell Street Bridgeport, CT 06610	Fifth State Distillery & Remonstrance Hearing.
Carmen Ramos 50 Goddard Avenue Bridgeport, CT 06610	Fifth State Distillery & conduct of Bill Coleman.
Alfredo Aristy Executive Director, Dominican American Coalition of CT 73 Pennsylvania Avenue Bridgeport, CT 06610	Fifth State Distillery & conduct of Bill Coleman at Remonstrance Hearing.

**CITY COUNCIL MEETING**

**PUBLIC SPEAKING FORUM**

**TUESDAY, JULY 6, 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 6:32 p.m.

**ROLL CALL**

The Assistant City Clerk Frances Ortiz called the roll.

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

RECEIVED  
 CITY CLERKS OFFICE  
 21 JUL 15 AM 10:14  
 ATTEST  
 CITY CLERK

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

Council President Nieves announced that there was a 3-minute time limit for each speaker and explained how to mute and unmute their devices.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JULY 6, 2021 AT 6:30 P.M.**

**NAME**

**SUBJECT**

**Jonathan Shaer**  
 1917 Boston Avenue  
 Bridgeport, CT 06608

Flavored tobacco ban  
 on behalf of Boston Shell

Mr. Shaer said that he was the president of The New England Convenience Store & Energy Marketers Association (NECSEMA). He said that he was speaking in opposition to the flavor tobacco ban. He thanked the Council Members for voting against the ban. He said that he understood those who were in opposition, but once the emotional component was removed, it only concerned a small part of the population. Banning products that are in demand simply pushing them into the shadows. He said that the State had just approved the sale of marijuana and banning the flavored tobacco was wrong. He spoke about how Massachusetts lost a great deal of revenue when it was banned. If there is to be a ban, it should be a national ban, not a local or state ban.

**Brian Fojtik**  
National Assoc. of Tobacco Outlets  
2738 Main Street  
Bridgeport, CT 06606

Proposed resolution for amendment to City Code Chapter 8.90 – Regulation of the Sales and Marketing of Tobacco Products (Ban on Sale of flavored Tobacco Products).

Mr. Fojtik said that he was representing the National Association of Tobacco Outlets and was against the flavored tobacco ban. He spoke about how the COVID ban affected the gas station revenues. He added that in Massachusetts and San Francisco simply resulted in people finding other sources elsewhere and the subsequent loss of revenue for the retailers where the item was banned. He cited statistics and recent Federal

*Council Member Suliman joined the meeting at 6:42 p.m.*

**Maria Pereira**  
206 Bradley Street  
Bridgeport, CT 06610

Fifth State Distillery & egregious conduct of Bill Coleman, Dennis Buckley & Attorney Russel Liskov at P&Z meeting.

Council Member Pereira said she represents the interest of her constituents and only her constituents. She does not nor will she ever represent the interest of any mayor, powerbrokers or any wealthy out of town developers. Others would not approve of a 3000 square patio to host activities four nights a week with live entertainment and DJs without a single parking space on-site in their neighborhood, so why should Council Member Pereira's constituents? She asked where someone could lease 3000 sq. ft. of space outdoors for eight months for \$4500 per year. That is an absurd \$563 per month for a developer who has received the massive tax break of 20% for their real estate and personal property taxes for the last five years and has only created one part-time Bridgeport job.

During the City Council meeting held on May 13th, a Council Member made a motion to table the legally noticed public hearing listed on the agenda regarding the Fifth State Distillery lease with the City stating "Planning and Zoning would be holding an 8-24 hearing on the item on June first." Mr. Bill Coleman then pull the item from the Planning and Zoning agenda in order to prohibit Council Member Pereira and her constituents from speaking in opposition to the proposed lease. There were only three items on the June 28<sup>th</sup> meeting. None of the items included Attorney Tom's legal opinion regarding the 8-24 report for a public hearing in violation

of the Freedom of Information Act. At the end of the meeting, Atty. Russell Liskov, Mr. Dennis Buckley, the Zoning Official, and Mr. Coleman, the Deputy Director of OPED, began to discuss the legal opinion and encouraging the Planning and Zoning commissioners to adopt the opinion in order to prevent any public comment for all 8-24 reports.

Several Commissioners raise concern about not allowing the public to have input, along with Chairman Riley specifically asking if public hearings would be held. Both Atty. Liskov and Mr. Buckley assured them that the public would have an opportunity for public hearing while Mr. Coleman sat there without saying anything. No attempt was made to correct the record. There will no longer be public hearings held on 8-24 reports based on the false information provided by Mr. Buckley, Atty. Liskov and Mr. Coleman.

Council Member Pereira claimed that the situation gets even better because OPED Deputy Director Coleman directed the City Attorney to draft a legal opinion on behalf of the Schultens addressed to their high powered attorney which stated that Council Member Pereira has no authority to represent her constituents interest as their duly elected City Council member without the authority of the City Council. People cannot just make this stuff up.

[Inaudible] sat in on a four hour remonstrance hearing to on City time to give testimony against Council Member Pereira's constituents who pay the taxes that pay his salary. Mr. Coleman testified that he does not reside or own any property in Bridgeport yet he testified against those that do. This behavior is egregious. Mr. Coleman and several others will be held accountable in December 2023 when elections have consequences.

Council President Nieves took this opportunity to remind everyone that political and election statement were not allowed by the Council rules for Public Speaking.

**Helen Olga Losak**  
306 Bradley Street  
Bridgeport, CT 06610

Fifth State Distillery & conduct of Bill  
Coleman at Remonstrance Hearing.

Ms. Losak of Bradley Street, in the 138th District, said that seven of her group offered compelling testimony at a Liquor Commission hearing last week regarding Mr. Schulten's statements about bachelor and retirement parties in violation of the Zoning permit. She recounted the recent incident when Mr. Schulten revved his pick-up truck in a threatening manner at a group on the sidewalk following a City meeting. She said that he demonstrated a further lack character by testifying under oath that the group made this incident up without a supporting witness. She asked if Mr. Schulten would have done the same action at his predominantly white neighbors in Southport. It is not acceptable there or in Ms. Losak's neighborhood.

Mr. Coleman can write all the recommendation letters he wishes to but the residents live there, shop there and pay their taxes. This is not Mr. Coleman's neighborhood. The liquor is hard liquor and includes moonshine, gin, and flavored vodka. This is not beer tasting. This is not for their neighborhood, which has children, handicapped individuals, and hardworking adults who

do not want their quality of life interrupted by this. It will not bring in money for the neighborhood or the City, just Mr. Schulten.

Ms. Losak said she was upset by his behavior, particularly as they testified under oath.

**Michele Smalls**  
10 Mencil Circle  
Bridgeport, CT 06610

Fifth State Distillery including  
Remonstrance Hearing & conduct of Bill  
Coleman.

Ms. Smalls said that she lives on Mencil Circle and was a homeowner that pays taxes to Bridgeport, unlike Mr. Coleman. She said that she pays Mr. Coleman's salary from her taxes. Ms. Smalls said that she was appalled that Mr. Coleman defended Mr. Schulten's action. Mr. Coleman was not there at the press conference. Mr. Schulten should put his distillery in his own neighborhood and if Mr. Coleman defends Mr. Schulten, it should be in Mr. Coleman's neighborhood. Bridgeport has a lot of crime and cars, but the residents receive nothing. Now they want outside people to come in with tax breaks. Ms. Smalls would like a tax break rather than having outsiders coming in and destroying the neighborhood.

**Andre Whaley**  
181 Wessels Avenue  
Bridgeport, CT 06610

Fifth State Distillery including  
Remonstrance Hearing & conduct of Bill  
Coleman.

Council Member Pereira said that Mr. Whaley had a family emergency and would not be joining the call.

**Jessica Michaca**  
98 Emerald Street  
Bridgeport, CT 06610

Fifth State Distillery & conduct of Bill  
Coleman.

Ms. Michaca said that she lives at Emerald Street and wants to be clear that they are allowing Mr. Schulten wealth and business at the taxpayers' expense. Also, the extension preys on the residential community. She said that she was a taxpayer and a voter, but also has been involved in the community since she moved to Bridgeport. People vote for individuals to represent their community. Rules don't change based on who is representing the District. Her neighbors have the same concerns and they are tired of rehashing the same issues that do not benefit them. The Distillery should be relocated in an area that would not impact the quality of the resident's lives.

**Daniel Vadi**  
38 Cogswell Street  
Bridgeport, CT 06610

Fifth State Distillery & Remonstrance  
Hearing.

There was no response from Mr. Vadi.



**Carmen Ramos**  
50 Goddard Avenue  
Bridgeport, CT 06610

Fifth State Distillery & conduct of Bill  
Coleman.

Ms. Ramos said that she lived on Goddard Avenue in Bridgeport. She is a homeowner and raised her children here and they attended neighborhood schools. She would like the children in her neighborhood to enjoy the neighborhood like her children did. It will affect the way of living in community. She works for non-profits and is concerned about crime, drunk driving, and the quality of life.

Ms. Ramos said that she was present when Mr. Schulten revved his truck at the group on the sidewalk. She had never witnessed anything like that and how close he came to Mr. Reccia. This needs to be controlled and if the owner can't control himself while sober, how will he control his customers who are drinking. She said that she was very afraid when Mr. Schulten did that.

**Alfredo Aristy**  
Executive Director, Dominican  
American Coalition of CT  
73 Pennsylvania Avenue  
Bridgeport, CT 06610

Fifth State Distillery & conduct of Bill  
Coleman at Remonstrance Hearing.

Mr. Aristy said he was calling on behalf of the Dominican American Coalition of Ct and also as a Bridgeport homeowner and resident. He said that they would stand behind any Council member who is concerned about their constituents. She was elected by the residents to be their voice and Mr. Aristy was very disappointed with Mr. Coleman who said that Council Member Pereira was not their representative.

As a concerned Bridgeport resident, he was concerned about the owner's actions on the day of the public hearing when the owner revved his truck. His wife was very frightened.

Mr. Aristy said that there had been a similar business on the corner near where he lived. It was a major problem, and that business had their own parking lot.

Council President Nieves called for Mr. Vadi. There was no response.

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

Respectfully submitted,

Telesco Secretarial Services

City of Bridgeport  
City Council Meeting  
Regular Meeting  
July 6, 2021

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**TUESDAY, JULY 6, 2021**

**7:00 P.M.**

This meeting was conducted by teleconference.

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

**CALL TO ORDER**

Mayor Ganim called the Regular Meeting of the City Council to order at 7:07 p.m.

**PRAYER**

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

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

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

Council Member Vizzo-Paniccia requested a moment of silence for Police Officer Michael Rodriguez (ret.) who died May 13th. He was a Marine along with Sgt. Losak (ret.) who died on June 17th.

Council Member Newton noted that Mr. Gaudett's grandmother had also died. Council Member Brantley noted that Ms. Marge Cackett who also died. Mayor Ganim said that another prominent Bridgeport resident had also died and the wake was being held that evening.

**MINUTES FOR APPROVAL:**

• **May 17, 2021**

**\*\* COUNCIL MEMBER PEREIRA MOVED THE MINUTES OF MAY 17, 2021 WITH THE AMENDMENT SHE HAD EMAILED EARLIER IN THE DAY.**

**\*\* THERE WAS A SECOND.**

Council Member Pereira said that she submitted amendments to the minutes from Rep. Jack Hennessey.

Council Member Martinez requested to abstain from the minutes because she did not receive the documentation in a timely manner.

**\*\* THE MOTION TO APPROVE THE MINUTES OF MAY 17, 2021 WITH THE AMENDMENT COUNCIL MEMBER PEREIRA EMAILED EARLIER IN THE DAY PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, PEREIRA, SULIMAN AND NEWTON); ONE (1) OPPOSED (BROWN) AND ONE (1) ABSTENTION (MARTINEZ).**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**84-20 Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#22270), referred to Economic and Community Development and Environment Committee.**

**85-20 Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#22533), referred to Economic and Community Development and Environment Committee.**

**86-20 Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393), referred to Public Safety and Transportation Committee.**

**87-20 Communication from Mayor re: Appointment of Johana Dorgan (D) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.**

**88-20** Communication from Mayor re: Appointment of Jacqueline Martoral (U) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.

**90-20** Communication from OPED re: Proposed Resolution Authorizing Driveway Variance, Right of Way Modification and Johnson Street Conversion to Two-Way Traffic – Windward Apartments, 20 Johnson Street, referred to Public Safety and Transportation Committee.

**92-20** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Reads Artspace Affordable Housing Development, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO CONSOLIDATE AND REFER THE FOLLOWING ITEMS TO THE APPROPRIATE COMMITTEES:**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**84-20** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – ELDERLY HISPANIC PROGRAM (#22270), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**85-20** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – BRIDGEPORT SENIOR CENTER RECREATIONAL ACTIVITIES PROGRAM (#22533), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**86-20** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT PROGRAM (#22369, #22388, #22390, #22392, #22393), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

**87-20** COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JOHANA DORGAN (D) TO THE PLANNING & ZONING COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**88-20 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JACQUELINE MARTORAL (U) TO THE PLANNING & ZONING COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**90-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING DRIVEWAY VARIANCE, RIGHT OF WAY MODIFICATION AND JOHNSON STREET CONVERSION TO TWO-WAY TRAFFIC – WINDWARD APARTMENTS, 20 JOHNSON STREET, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**92-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE READS ARTSPACE AFFORDABLE HOUSING DEVELOPMENT, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.**

**\*\* COUNCIL MEMBER LYONS SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**89-20 Communication from OPED re: Proposed Resolution with the Connecticut Department of Transportation – Rails Division to enter into Railroad License Agreements to beautify the Railroad Underpasses throughout the City, FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES IN ORDER TO WAIVE REFERRAL IN IMMEDIATE ON THE FOLLOWING IMMEDIATE CONSIDERATION ITEMS:**

**89-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION – RAILS DIVISION TO ENTER INTO RAILROAD LICENSE AGREEMENTS TO BEAUTIFY THE RAILROAD UNDERPASSES THROUGHOUT THE CITY, FOR IMMEDIATE CONSIDERATION.**

**91-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION TO ENTER INTO HIGHWAY ENCROACHMENT AGREEMENTS TO BEAUTIFY THE HIGHWAY UNDERPASSES OF I-95 AND ROUTES 8 AND 25 LOCATED WITHIN THE CITY, FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that there were 30 pages in the document and she did not understand why this was immediate consideration and not referred to committee. Mayor Ganim said that when there was only one meeting a month during the summer, he understood why this was done.

Council Member Newton agreed with Mayor Ganim about having one meeting during the summer. He then requested that when there was something from OPED that the staff be present when these items are on the agenda.

Council Member Martinez requested that the question be moved. She noted that these projects would beautify the City.

**\*\* THE MOTION TO APPROVE WAIVING REFERRAL ON IMMEDIATE CONSIDERATION ITEMS # 89-20 AND 91-20 PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER NEWTON MOVED TO APPROVE AGENDA ITEM 89-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION – RAILS DIVISION TO ENTER INTO RAILROAD LICENSE AGREEMENTS TO BEAUTIFY THE RAILROAD UNDERPASSES THROUGHOUT THE CITY, FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

**\*\* THE MOTION TO APPROVE AGENDA ITEM 89-20 PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, BROW, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN AND NEWTON) AND TWO (2) OPPOSED (PEREIRA, DEFILIPPO).**

**91-20 Communication from OPED re: Proposed Resolution with the Connecticut Department of Transportation – Highway Division to enter into Highway Encroachment Agreements to beautify the Highway Underpasses of I-95 and Routes 8 and 25 located within the City, FOR IMMEDIATE CONSIDERATION.**

Ms. Rowena and Atty. Toms gave a brief overview of the agreement.

**\*\* COUNCIL MEMBER BURNS MOVED TO APPROVE AGENDA ITEM 91-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION TO ENTER INTO HIGHWAY ENCROACHMENT AGREEMENTS TO BEAUTIFY THE HIGHWAY UNDERPASSES OF I-95 AND ROUTES 8 AND 25 LOCATED WITHIN THE CITY, FOR IMMEDIATE CONSIDERATION**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Pereira said that this was a 35-page contract without any of the specific items included.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 91-20 PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, BROW, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN AND NEWTON) AND TWO (2) OPPOSED (PEREIRA, DEFILIPPO).**

[Inaudible discussion]

Council Member McCarthy asked about the underpass painting. Rowena said that they were not allowed to do designs directly under the underpass, but they wish to do a color pallet on the walls next to the underpass.

Council Member Brantley said that she wished to encourage her colleagues to support this type of project. She has worked downtown for the last 30 years and visitors noted how drab downtown area was.

Mayor Ganim said that the vote would remain the same.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*21-20 Ordinance Committee Report re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 8.90 – Regulation of the Sales and Marketing of Tobacco Products, DENIED.**

**\*77-20 Economic and Community Development and Environment Committee Report re: Resolution Accepting Gift of Grant-Funded Bicycle Racks from Metropolitan Council of Governments (MetroCOG).**

**\*48-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Luis Nunez.**

**\*61-20 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Home Depot USA, Inc.**

**\*62-20 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Penske Leasing and Rental Co.**

**\*63-20 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Primrose Companies.**

**\*70-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Klyde Jacques.**

**\*78-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Louis Cafora, Administrator of the Estate of Frederick Cafora.**

**\*81-20 Miscellaneous Matters Committee Report re: Appointment of Charles Griggs (D) to the Ethics Commission.**

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member Cruz requested Agenda Item 21-20 be removed. Council Member Pereira requested Agenda Items 48-20, 70-20, and 78-20 be removed.

The City Clerk then read the remaining items into the record.

**\*\* COUNCIL MEMBER HERRON MOVED THE FOLLOWING ITEMS:**

**77-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION ACCEPTING GIFT OF GRANT-FUNDED BICYCLE RACKS FROM METROPOLITAN COUNCIL OF GOVERNMENTS (METROCOG).**

**61-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – HOME DEPOT USA, INC.**

**62-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – PENSKE LEASING AND RENTAL CO.**

**63-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – PRIMROSE COMPANIES.**

**81-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF CHARLES GRIGGS (D) TO THE ETHICS COMMISSION.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**21-20 Ordinance Committee Report re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 8.90 – Regulation of the Sales and Marketing of Tobacco Products, DENIED.**

**\*\* COUNCIL MEMBER BROWN MOVED TO CONFIRM THE COMMITTEE DENIAL OF AGENDA ITEM 21-20 ORDINANCE COMMITTEE REPORT RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 8.90 – REGULATION OF THE SALES AND MARKETING OF TOBACCO PRODUCTS.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Cruz said that he would respect the Committee's decision to deny it.



Council Member Pereira said that the Council had raised the age for smoking to 21 before the State did.

Council Member Newton requested his fellow Council Members to support the Committee's report. He said that if the City was to pass this ban, the residents would be going to Fairfield, Stratford, and Trumbull to buy their products. He asked who would monitor it. The police can't do it.

Council Member Vizzo-Paniccia said that she was pleased to see the Committee deny the ban. The City shouldn't take the role of Big Brother. It is not the job of the officials, politicians and others to rule over people's personal lives.

Council Member Martinez requested that the question be moved. She said that she agreed with Council Member Vizzo-Paniccia and the Council does not have jurisdiction over people's private lives.

Council Member Lyons said that she had called Atty. Anastasi about this and she was told that the State of Connecticut has jurisdiction on this matter. Council Member Lyons said that she was against menthol cigarettes.

Atty. Anastasi said that it was an open question and noted that there was no other municipality that had taken this action, which would leave the City open to a lawsuit. The State will be looking into this matter.

Council Member Lyons said that she would be fighting this if the State was going to do this.

**\*\* THE MOTION TO CONFIRM THE COMMITTEE DENIAL OF AGENDA ITEM 21-20 ORDINANCE COMMITTEE REPORT RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 8.90 – REGULATION OF THE SALES AND MARKETING OF TOBACCO PRODUCTS PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, BROWN, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**48-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Luis Nunez.**

**\*\* COUNCIL MEMBER BURNS MOVED TO APPROVE AGENDA ITEM 48-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LUIS NUNEZ.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira asked if this was police related. There was no docket number included. She asked if it would be paid out of the Bridgeport Police Department overtime, which was passed last summer.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 48-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LUIS NUNEZ PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, BROWN, HERRON, DEFILIPPO LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**70-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Klyde Jacques.**

**\*\* COUNCIL MEMBER BURNS MOVED AGENDA ITEM 70-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH KLYDE JACQUES.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira asked if it was a police matter related to civil rights or physical assaults.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 70-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH KLYDE JACQUES PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, BROWN, HERRON, DEFILIPPO LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**78-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Louis Cafora, Administrator of the Estate of Frederick Cafora.**

**\*\* COUNCIL MEMBER BURNS MOVED AGENDA ITEM 78-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LOUIS CAFORA, ADMINISTRATOR OF THE ESTATE OF FREDERICK CAFORA.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira asked if it was a Federal Court Case. Atty. Anastasi said it was a State Court matter.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 78-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LOUIS CAFORA, ADMINISTRATOR OF THE ESTATE OF FREDERICK CAFORA PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, BRANTLEY, BROWN, HERRON, DEFILIPPO LYONS, VIZZO-PANICCIA,**

**MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**MATTERS TO BE ACTED UPON:**

**64-20 Miscellaneous Matters Committee Report re: Refund of Excess Payments – People’s United Bank.**

**\*\* COUNCIL MEMBER BURNS MOVED AGENDA ITEM 64-20 – MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – PEOPLE’S UNITED BANK.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* THE MOTION TO APPROVE PASSED AGENDA ITEM 64-20 – MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – PEOPLE’S UNITED BANK 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 VALLE MOVED TO WITHDRAW AGENDA ITEM 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 BRANTLEY SECONDED.**

Mayor Ganim asked if the matter was being withdrawn from the agenda. Council Member McBride-Lee said that she couldn’t hear the answer. Mayor Ganim said that the matter was closed unless they file a new application.

Council Member Pereira said that City Council Rule 31 [inaudible].

**\*\* THE MOTION TO WITHDRAW AGENDA ITEM 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 PASSED UNANIMOUSLY.**

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

**\*\* COUNCIL MEMBER VALLE MOVED TO TABLE AGENDA ITEM 59-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF THREE (3) CITY-OWNED PROPERTIES.  
\*\* COUNCIL MEMBER BRANTLEY SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER MCBRIDE-LEE SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Telesco Secretarial Services

COMM. 84-20 Ref'd to ECD& Environment Committee  
on 7/6/2021

June 30, 2021

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

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21 JUN 30 PM 3:26  
ATTEST  
CITY CLERK

**Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#22270)**

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or [Melissa.Oliveira@Bridgeportct.gov](mailto:Melissa.Oliveira@Bridgeportct.gov).

Thank you,

Melissa Oliveira  
Central Grants Office



## GRANT SUMMARY

**PROJECT TITLE:** Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#22270)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Melissa Oliveira

**PHONE NUMBER:** 203-332-5665

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport is seeking funding from SWCAA to support the Health and Social Services Elderly Hispanic Program. Funding will be used to bilingual information and assistance that is provided as well as the education sessions to low-income, Hispanic 60+ adults. The Project Coordinator will have the opportunity to continue the one-on-one counseling/referral services and complete at least 3 community group sessions. The Elderly Hispanic Program aims to improve the quality-of-life for seniors in Bridgeport that have limited proficiency.

**CONTRACT PERIOD:** 10/01/2021– 09/30/2022

<b>FUNDING SOURCE (Including Match Funds)</b>	
Federal:	\$23,025
State:	\$0
City:	\$30,114 (In-Kind)
Other:	\$0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Salaries/Benefits:	\$18,525 (Part-Time Personnel without Full Benefits)
Supplies:	\$1,000 (Office Supplies & Cutlery)
Publication & Printing:	\$850 (Forms, Pamphlets, Brochures)
Conferences & Training:	\$350 (Training for the Program Coordinator)
Travel:	\$300 (Outreach in the Community)
Other:	\$2,000 (Food/Beverage for group meetings)

<b>MATCH REQUIRED</b>		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$12,114 (Personnel with Full Benefits)
Building Space & Utilities:	\$	\$18,000

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on Aging (SWCAA) –  
Title III Funding Older Americans Act Grant Program -  
Elderly Hispanic Program (#22270)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to support the Elderly Hispanic Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to continue to provide information, assistance and referral services to low-income, Hispanic adults aged 60+ in the Bridgeport area.

**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 **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants Director, to execute and file such application with the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act 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.

Comm. #85-20 Ref'd to ECD& Environment Committee  
on 7/6/2021

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21 JUN 30 PM 3:26  
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June 30, 2021

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

**Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#22533)**

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or [Melissa.Oliveira@Bridgeportct.gov](mailto:Melissa.Oliveira@Bridgeportct.gov).

Thank you,

Melissa Oliveira  
Central Grants Office





## GRANT SUMMARY

**PROJECT TITLE:** Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#22533)

NEW  RENEWAL CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Melissa Oliveira

**PHONE NUMBER:** 203-332-5665

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport is seeking funding from SWCAA to continue to support the Department of Aging's recreational and transportation programs located in the senior centers. This funding will allow all senior centers to continue recreational classes which will include painting, line dancing, tai-chi and Zumba. In addition, funding will be used to provide transportation to field trips to encourage and build social wellbeing for the seniors. This program will continue to offer opportunities for Bridgeport seniors to live healthier lifestyles and enhance their social wellbeing.

**CONTRACT PERIOD:** 10/1/2021 – 9/30/2022

<b>FUNDING SOURCES (Including Match Funds)</b>	
Federal:	\$ 49,250
State:	\$ 0
City:	\$ 77,026 (In-Kind)
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Salaries/Benefits:	\$0
Supplies:	\$3,000 (Supplies for Painting Class)
Travel:	\$3,000 (Transportation for Field Trips)
Contractual:	\$41,750 (Instructors)
Other:	\$1,500 (Refreshments for Activities)

<b>MATCH REQUIRED</b>		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$70,466 (Full/Partial Personnel with Benefits)
Other: Building Space & Utilities	\$	\$6,560

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on Aging (SWCAA) –  
Title III Funding Older Americans Act Grant Program (#22533)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to support Bridgeport senior centers in encouraging and building the social wellbeing of seniors; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to stimulate and improve the health and social wellbeing of seniors through recreational activities and transportation to field trips.

**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 **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants Director, to execute and file such application with the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act 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.

COMM. #86-20 Ref'd to Public Safety & Transportation Committee  
on 7/6/2021

June 30, 2021

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

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ATTEST  
CITY CLERK

**Re: Resolution – Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393)**

Attached, please find a Grant Summary and Resolution for the **Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or [Melissa.Oliveira@bridgeportct.gov](mailto:Melissa.Oliveira@bridgeportct.gov).

Thank you,

Melissa Oliveira  
Central Grants Office



## GRANT SUMMARY

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**PROJECT TITLE:** Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#22369, #22388, #22390, #22392, #22393)

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Melissa Oliveira**

PHONE NUMBER: **203-332-5665**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport **Office of Emergency Management and Homeland Security (OEMHS), Bridgeport Fire Department (BFD) and Bridgeport Police Department (BPD)** seek funding to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport. Funds will be used to undertake five projects:

1. **Virtual Shield Protect our Port LPR and Camera Deployment (#22390)**: Funding will be used to continue and build upon COB's Virtual Shield Protect Our Port initiatives. Grant funds of \$93,750 will be used to cover costs associated with the purchase of camera protection licensing, and cyber security and network monitoring software for servers. The servers are located at various sites such as our City's Information Technology Department, Ferry Boat Terminal, Webster Bank Arena, EOC, and Fusion Center. A match of \$31,250 (25% of total project cost) will be provided through ITS general fund for computer software. The total project cost is \$125,000.
2. **Virtual Shield Protect Our Port CIKR Laser Imagery Modeling (#22393)**: Project will allow for the purchase of two (2) Laser Imagery Modeling Scanner to conduct enhanced threat and risk assessments at all Bridgeport Harbor Critical Infrastructure and Key Resource site locations. Grant funds of \$148,106 will be used to purchase necessary equipment as well as management and administration of the grant. A match of \$49,369 (25% of total project cost) will be provided through OEMHS general fund for equipment and in-kind staff time. The total project cost is \$197,475.
3. **BPD Maritime Vessel Replacement (#22369)** Funding will be used to replace an aging rapid response patrol boat. Grant funds of \$287,732 will be used to cover the purchase of the new vessel along with electronics and navigation system, a trailer and other equipment necessary for the vessel. A match of \$95,910 (25% of total project cost) will be provided through the BPD general fund for public safety equipment. The total project cost is \$383,642.
4. **BPD/BFD Maritime Security Vessel Equipment (#22388)**: Project will allow for the upgrade of engines and transmissions on the vessels, replacement of doors and cabin seals, firefighting foam,

and purchase of an underwater drone with gripper. Grant funds of \$165,718 will cover the cost of equipment. A cash match of \$55,239 (25% of total project cost) will be provided through BPD/BFD general fund for equipment. The total project cost is \$220,957.

5. **BFD Patrol Vessel Replacement (#22392):** Project will allow for the purchase of a new Zodiac Small Rescue Boat to provide 365/24/7 response service provided by the City of Bridgeport in the Long Island Sound Zone. This boat is essential equipment to get close enough to retrieve civilians stranded on or near the breakwaters at the mouth of Bridgeport Harbor. Grant funds of \$52,569 will cover the cost of the vessel. A match of \$17,523 (25% of total project cost) will be provided BFD general fund for emergency lights and electronics package as well as a roller trailer. The total project cost is \$70,092.

**Photos of equipment to be purchased are included the package with the exception of the replacement door and boat electronics and lighting package which will be provided at the committee meeting.**

**CONTRACT PERIOD:** September 1, 2021 – August 31, 2024

**FUNDING SOURCES**

Federal	\$747,875	FEMA
State	\$0	
City	\$249,291	Equipment
Other	\$0	
Total	\$997,090	

**GRANT FUNDS REQUESTED**

Salary/Fringe	\$0	
Travel	\$0	
Equipment	\$740,822	Software and licensing for cameras (\$93,750); 2 Laser Imagery Modeling Scanners (\$148,106); BFD Vessel and equipment (\$287,732); BPD/BFD equipment upgrades (\$165,718); BPD Vessel (\$52,569)
Contractual	\$0	
Other	\$7,053	Management and administration
Total	\$747,875	

**MATCH FUNDS REQUESTED**

Salary	\$0	
Travel	\$0	
Equipment	\$249,215	Software and licensing for cameras (\$31,250); 2 Laser Imagery Modeling Scanners (\$49,369); BFD vessel and equipment (\$95,910); BPD/BFD equipment upgrades (\$55,239); BPD Vessel (\$17,523)
Contractual	\$0	
Other	\$0	
Total	\$249,215	

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)  
Port Security Grant Program  
(#22369, #22388, #22390, #22392, #22393)**

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

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

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

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

**WHEREAS**, funding from the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program** will be used to fund the following projects

- Virtual Shield Protect our Port LPR and Camera Deployment
- Virtual Shield Protect Our Port CIKR Laser Imagery Modeling
  - BPD Maritime Vessel Replacement
  - BPD/BFD Maritime Security Vessel Equipment
    - BFD Patrol Vessel Replacement

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

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

Laser Imagery Modeling Scanner

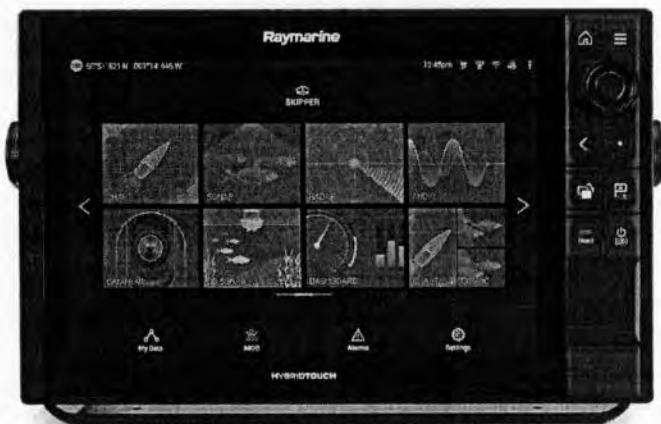


**29' Metal Shark Defiant Rapid Response Patrol Boat and equipment**

Rapid Response Patrol Boat



Raymarine Axion Pro





Raymarine 5000



JCU2 Controllers



Laurus Rad-V Radiation Alert

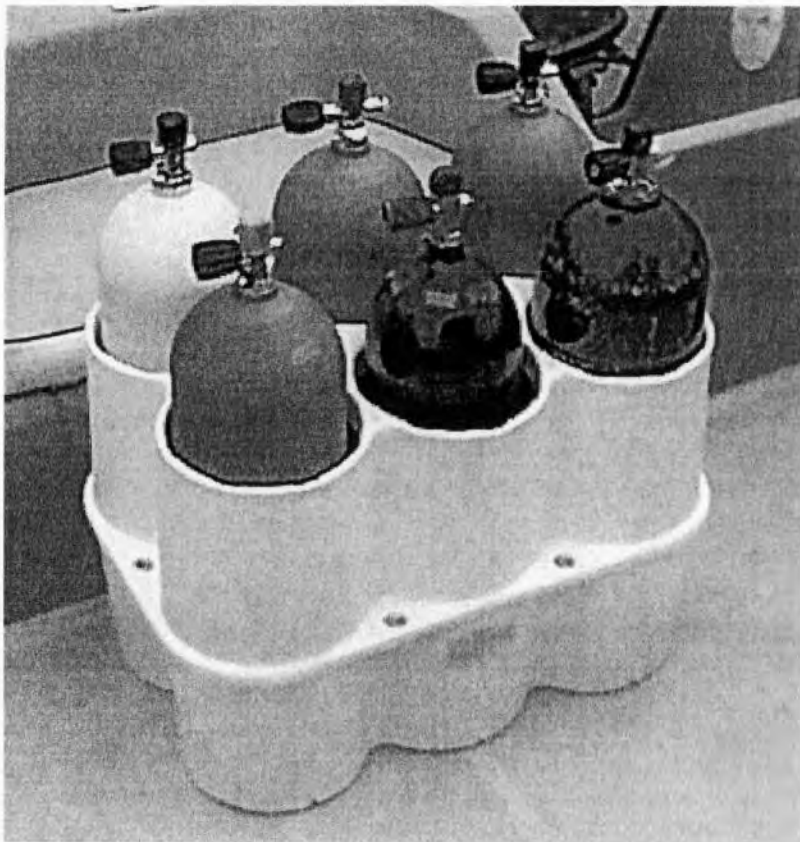


Commissioning Kit

Commissioning Kit – C2.0 Kit



Dive Tank Holder



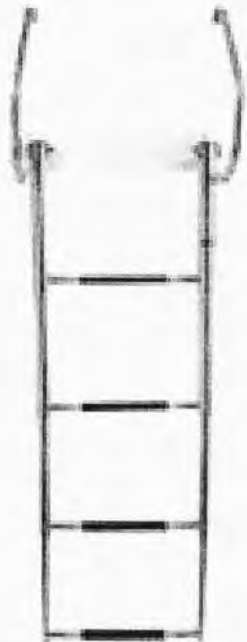
Ensign Staff



Trailer



Ladder



Transom Tie Down Straps



**BPD/BFD Maritime Security Vessel Equipment**

CBRNE Vessel Cabin Seals



CBRN Door Replacement

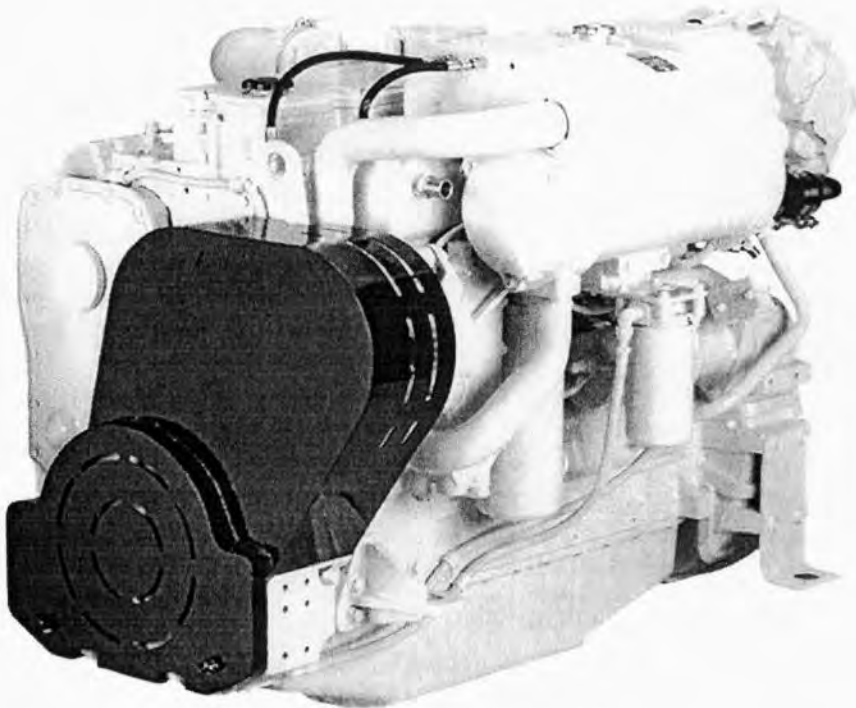
Remote Control Fire Monitor Nozzle



National Universal Green 3x3% Foam, 5-gallon container



Upgrade 2013 motor and transmission Cummins 8.3-600



Underwater Drone w. gripper



**BFD Vessel Replacement**

20-foot Zodiac Rescue Boat



Ventura Boat Trailer




Boat Electronics and lighting package

COMM. #87-20 Ref'd to Miscellaneous Matters Committee  
on 7/6/2021



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

JOSEPH P. GANIM  
Mayor

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: June 30, 2021  
RE: Boards & Commissions

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Please place the following name on the July 6, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Planning & Zoning Commission**:

Johana Dorgan (D)  
88 Lance Circle  
Bridgeport, CT 06604

This term shall expire on 12/31/2021

JPG/cv

RECEIVED  
CITY CLERKS OFFICE  
21 JUN 30 PM 4: 14  
ATTEST  
CITY CLERK




COMM. #88-20 Ref'd to Miscellaneous Matters Committee  
on 7/6/2021



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM  
Mayor

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: June 30, 2021  
RE: Boards & Commissions

---

Please place the following name on the July 6, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Planning & Zoning Commission**:

Jacqueline Martoral (U)  
1540 Iranistan Ave  
Bridgeport, CT 06604

This term shall expire on 12/31/2022

JPG/cv

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JOSEPH P. GANIM  
Mayor

*City of Bridgeport*  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

Office of Planning and Economic Development  
999 Broad Street  
Bridgeport CT 06604

June 30, 2021

City Clerk  
45 Lyon Terrace  
Bridgeport CT 06604

**Re:** Resolution Authorizing Driveway Variance, Right of Way Modification, and Johnson Street Conversion to 2-way – Windward Apartments

Dear City Clerk and Honorable Members of the City Council:

The attached item is for referral to the Public Safety and Transportation Committee. OPED will appear with the City Engineer's Office to present the item.

This item includes the following enclosures:

1. Resolution
2. Site Map
3. Narrative Exhibit

Truly yours,

Frank Croke  
Senior Economic Development Associate

C: Thomas Gill, Director  
Mark Anastasi, Esq., Associate City Attorney  
Ron Pacacha, Esq., of Counsel to the City Attorney's Office  
Thomas Gaudett, Office Mayor Ganim

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**Resolution Authorizing Driveway Variance, Right of Way Modification, and Johnson Street Conversion to 2-way – Windward Apartments, 20 Johnson Street**

**WHEREAS** the JHM Group, acting through its affiliate entity, “Windward Development Associates LLC,” (the “**Developer**”), pursuant to its agreements with Park City Communities (formerly known as the Bridgeport Housing Authority), has become the long-term lessee and Developer of the real property known as 20 Johnson Street (the “**Property**”);

**WHEREAS** the Developer is investing approximately \$27 MM (twenty seven million dollars) in newly constructed improvements on the Property to consist of approximately fifty-four (54) units of low- and moderate-income housing, as well as an approximately 7,200 square-foot ground floor facility for the Southwest Community Health Center, as well as necessary and related ancillary facilities including lobby space, outdoor space, and off-street parking, all designed to support on-site resident needs as well as to provide broader community amenities, (the “**Project**”);

**WHEREAS** the Project has been approved by the Planning and Zoning Commission of the City;

**WHEREAS** the Project will also require various approvals by the Board of Police Commissioners acting in its capacity as traffic authority of the City.

**WHEREAS** in order to complete the Project as described and depicted in the attached exhibits, approval from City Council are required for a driveway width & flare variance, a right of way modification, and conversion of Johnson Street from 1-way directional traffic to 2-way (although Johnson Street does not appear to be listed currently in Code of Ordinances Sec. 10.08.030 as a one-way street).

**NOW THEREFORE BE IT RESOLVED** that the driveway variance (per Code of Ordinances Sec. 12.08.030 and 12.08.070), the right of way modification (per Code of Ordinances Ch. 12.08), and conversion of Johnson Street from 1-way directional traffic to 2-way (incl. per Code of Ordinances Sec. 10.08.030) are hereby approved, subject to the receipt of other necessary approvals from the Board of Police Commissioners, the City Building Official and other agencies and authorities having jurisdiction, and that the City Engineer or the Director of the Office of Planning and Economic Development are authorized to take such necessary actions consistent with this resolution in the best interests of the City.

## **Narrative Exhibit**

### **Request for Driveway Variance**

A variance for the proposed driveway curb cuts is requested in order to be accessed by the Bridgeport Fire Department's ladder trucks during an emergency as requested by the Fire Marshal to ensure the safety of City firefighters and the residents of the Windward Apartments development.

The proposed site plan requires a variance for the two proposed driveways which connect the on-site parking lot to Railroad Avenue. City Council approval of the variance is being requested in order to construct the driveways as designed. On the proposed site plan, the western and eastern driveways are being proposed with a total curb cut width of 55.8 feet and 47.3 feet respectively. Both of these driveways comply with the 24' width requirement at the property line but the additional width at the curb cuts is the result of proposed curb flares that are larger than the allowed three-foot flares. These driveways have been designed this way in order to address comments received from the City Fire Marshal during the local permitting plan review. The Fire Marshal indicated that the proposed driveways need to be able to be accessed by the Bridgeport Fire Department's ladder trucks during an emergency without driving over curbs and other obstructions adjacent to the curbs. In order to meet this request, Fuss & O'Neill conducted a vehicle turning movement simulation using a template for the City's aerial fire apparatus. The proposed curb flares at the driveway were designed to be the minimum width needed to accommodate the City's ladder trucks. Since the driveways cannot be any narrower without impacting access for emergency vehicles, a variance for the proposed driveway curb cuts is necessary in order to meet the Fire Marshal's request and ensure the safety of City firefighters and the residents of the Windward Apartments development.

### **Request for modifications to the existing City Rights of Way (ROW)**

The intent of this proposed change is to (a) allow for the new concrete sidewalk along Railroad Avenue to be entirely within the City ROW (b) allow for the proposed parking stalls along Johnson Street to be entirely on private property, and (c) allow the roadway adjacent to these parking stalls to be entirely within the City ROW.

The proposed site plan indicates modifications to the existing City Rights of Way along Railroad Avenue and Johnson Street and future modifications to the City Right of Way along Project Street. City Council approval of these ROW modifications is being requested in order to create ROW boundaries that better relate to the proposed site conditions and comply with City standards and requirements.

The existing City ROW along Railroad Avenue is 39 feet wide. The proposed site plan indicates a shift of the southern edge of the ROW further to the south to create a total proposed ROW width of 42 feet. The intent of this proposed change is to allow for the new concrete sidewalk along Railroad Avenue to be entirely within the City ROW which follows the existing intent of placing a public sidewalk along the public roadway. If the existing Railroad Avenue ROW was to remain unchanged, the proposed sidewalk along this street would be partially within the ROW and partially within private property, which is not favorable from a maintenance and liability perspective.

The existing City ROW along Johnson Street is 35 feet wide. The proposed site plan indicates a shift of the northern edge of the ROW further to the north to create a total proposed ROW width of 40 feet. The intent of this proposed change is to allow for the proposed parking stalls along Johnson Street to be entirely on private property, and the roadway adjacent to these parking stalls to be entirely within the City ROW. The zoning requirements for on-site parking count can only be met through the provision of on-site parking stalls. On-street parking spaces cannot be used towards the proposed parking count being provided for the purpose of zoning calculations. Therefore, in order to be able to comply with the Zoning regulations for proposed off-street parking being provided by the development, the spaces along Johnson Street need to be within private property. Relocating the ROW also provides a better separation of City and Private property directly at the end of the proposed parking stalls. If the existing Johnson Street ROW was to remain unchanged, a small portion of the Johnson Street travel lane would be within private property, which is not favorable from a maintenance and liability perspective.

Travel lanes will overlap with the Right Of Way and will be the maintenance responsibility of the City of Bridgeport. This will include, but not limited to, snow removal, sanding, salting, and sweeping. Sidewalks and parking stalls will be on private property and therefore will be maintained by the owner.

#### **Request conversion of Johnson Street from one-way traffic to two-way traffic**

The request to convert the street into two-way traffic is to improve accessibility and traffic flow into and around the new development by means of the proposed widening Johnson Street to provide at least 12 feet of travel lane width in both directions and proposed parking off of Johnson Street.

The proposed site plan indicates the conversion of Johnson Street to two-way traffic as part of the proposed work. In the existing condition, Johnson Street functions as a one-way street with traffic flow only permitted in the northeasterly direction. City Council approval of traffic flow in both the northeasterly and southwesterly directions is being requested in order to improve accessibility and traffic flow into and around the new development and the proposed parking off of Johnson Street. Proposed lane widths, pavement markings, and signage constitute a safe and effective two-way configuration. As indicated in the Traffic Impact Study prepared for this project, "a key component of the access scheme to the proposed site, and good modern urban design, is the conversion of Johnson Street from one way eastbound to allow vehicles traveling in both directions. Johnson Street is proposed to be widened to provide at least 12 feet of travel lane width in both directions". Also, "it is the professional opinion of Fuss & O'Neill, Inc. that the proposed development will not have a significant impact to traffic operations within the study area, and that the conversion of Johnson Street to a two-way street is an appropriate, safe, and beneficial improvement to the roadway network."

**Special Note:**

*Item #90-20 has an attached map but due to large size the map cannot be scanned into the system but can be found on file in the City Clerk's Office for review.*



JOSEPH P. GANIM  
Mayor

*City of Bridgeport*  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

June 30, 2021

City Clerk  
45 Lyon Terrace  
Bridgeport CT 06604

**Re: Authorizing an Affordable Housing Tax Incentive Development Agreement (Artspace)**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize an Affordable Housing Tax Incentive Development Agreement for the Artspace development.

This item is for referral to the Joint ECDE and Contracts Committee.

Truly yours,

*Bill Coleman*

Bill Coleman  
Deputy Director

C: Thomas Gill, Director  
Mark Anastasi, Esq., Associate City Attorney  
Ron Pacacha, Esq. of Counsel to the City Attorney's Office  
Thomas Gaudett

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**Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement  
For the Reads Artspace Affordable Housing Development**

**WHEREAS**, Artspace Bridgeport Limited, or its permitted assignee, (the “**Developer**”) owns a parcel at *1042 Broad Street*, which consists of the 5-story Artspace Development (herein referred to as the “**Artspace Parcel**”);

**WHEREAS**, the Developer also owns a sliver parcel (23’ x 124’) known as *67 Cannon Street*, which consists of a driveway ramp down to an underground parking garage that serves the Artspace Building, (herein referred to as the “**Ramp Parcel**” or the “**Ramp**”);

**WHEREAS**, the Developer also leases from the Bridgeport Economic Development Corporation (“**BEDCO**”, acting as Agent of the City) two parcels, one located at *1082 Broad Street* and the other located at *59 Cannon Street*, both of which consist of surface parking lots that serve the Artspace Building (with these parcels herein referred to separately and collectively as the “**Surface Parking Parcels**” or the “**Surface Parking Lots**”);

**WHEREAS**, the leases for these two Surface Parking Lots (hereinafter referred to collectively as the “**Ground Leases**”) run until September 30, 2086;

**WHEREAS**, the Ground Leases encumber and relegate to parking (for another sixty-seven years) what would otherwise be a desirable ½ acre redevelopment site located right on Baldwin Plaza in a central location perfect for transit-oriented, medium-scale, infill residential development (of approximately 30-40 units at a cost of approximately \$6MM to 8MM – with such improvements herein referred to as the “**New Development**”) such that the New Development of the Surface Parking Parcels would increase the assessed value of the Surface Parking Parcels (currently \$526,040), and would provide new tax revenue (of an estimated \$60,000 annually), and would provide new building permit revenue (of an estimated \$125,000) to the City and advance *Plan Bridgeport’s* objective of encouraging such infill residential development downtown;

**WHEREAS**, in support of the Developer’s commitment to develop and deed-restrict (for 99 years, or until the year 2103) all sixty-one units of housing at the Artspace Building to be affordable to residents earning less than sixty percent of the area’s median income (the “**Affordable Housing**”), and pursuant to a City Council resolution of June 4, 2001, the Office of Planning and Economic Development (“**OPED**”) executed on June 28, 2002 a fifteen-year Tax Incentive Development Agreement with the Developer (the “**Original PILOT**”) relevant to the Artspace Parcel and The Ramp (herein after referred to together as the “**Artspace Parcels**”)

**WHEREAS**, when the Original PILOT expired with the tax payment of July 1, 2017, the Artspace Parcels (pursuant to the terms of the Original PILOT) produced approximately \$85,000 in annual real estate taxes to the City;

**WHEREAS**, upon cessation of the Original PILOT, real estate taxes on the Artspace Parcels more than doubled, (increasing, for example, during the 2019 Grand List Year, to an annual payment of approximately \$180,000, and now – based on the 2020 Grand List Year Assessment – projected to be \$131,316 annually), to a level of taxation that Artspace Development cannot sustain long term, and has only supported in recent years through the use of operating reserves which are on the verge of being exhausted;



**WHEREAS**, in light of this financial challenge the Developer has requested the City authorize a new fifteen-year tax incentive development agreement (the "Agreement") that would begin with the tax payment due January 1, 2022 and would establish the annual real estate tax payment for the Artspace Parcels (independent and separate from the DSSD tax) at a base of \$103,700 per year which would then escalate 3% annually during the term of the Agreement, a tax payment schedule which OPED, in consult with the National Development Council, has reviewed and subjected to pro-forma analysis and found reasonable and warranted;

**WHEREAS**, as a condition of the City's authorization of the Agreement, the Developer has agreed to vacate the Ground Lease of the Surface Parking Lots and has agreed to grant to the City the air rights over the Ramp Parcel;

**WHEREAS**, the Connecticut Housing Finance Authority ("CHFA") has agreed to release any and all liens and encumbrances it has upon the Surface Parking Lots and upon the air-rights over the Ramp Parcel;

**WHEREAS**, BEDCO has agreed to continue to hold title to these Surface Parking Lots (as agent of the City herein so designated and authorized) as the City issues a public Request for Proposals for the redevelopment of these Surface Parking Parcels (taken together with the air-rights of the Ramp Parcel);

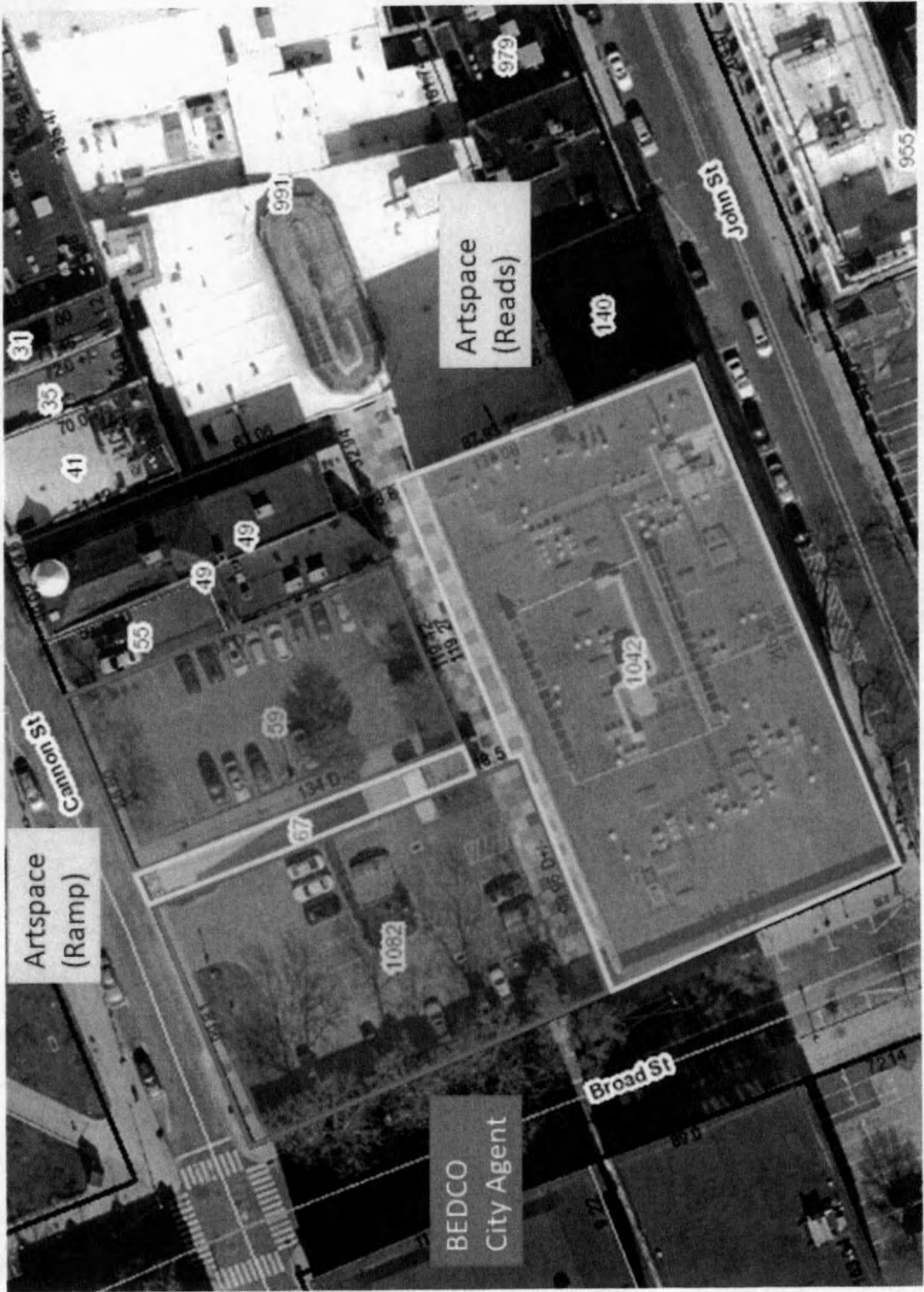
**WHEREAS**, any future renovation work done on the Artspace Parcels shall be subject under the Agreement to the provisions of *City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development*, which requires that during the development of this Project the first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this Project will be given to qualified applicants who are residents of the City and/or who are ex-felons to the greatest extent possible toward meeting the requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires;

**WHEREAS**, the Agreement requires that the Developer also comply with the *City's Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which establishes a requirement that six percent (6.0%) of the value of construction contracts awarded for the Project go to African-American Minority Business Enterprises, and establishes an overall attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Minority Business Enterprises and fifteen percent (15%) to Women Business Enterprises;

**WHEREAS**, as per the recitals contained in the resolution, and consistent with *Ch. 3.24 of the Bridgeport Municipal Code*, OPED finds that this Project meets the eligibility criteria of the City's Affordable Housing Tax Incentive Development Program;

**NOW THEREFORE, BE IT RESOLVED** that the above recitals are hereby incorporated into the body of this resolution, that the Agreement is hereby approved in substantially the form attached hereto, and that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to take such other necessary actions in furtherance of the Agreement and consistent with this resolution in the best interests of the City.





Artspace  
(Ramp)

Artspace  
(Reads)

BEDCO  
City Agent

Cannon St

Broad St

John St

31

35

41

49

49

55

59

67

79

99

991

979

108

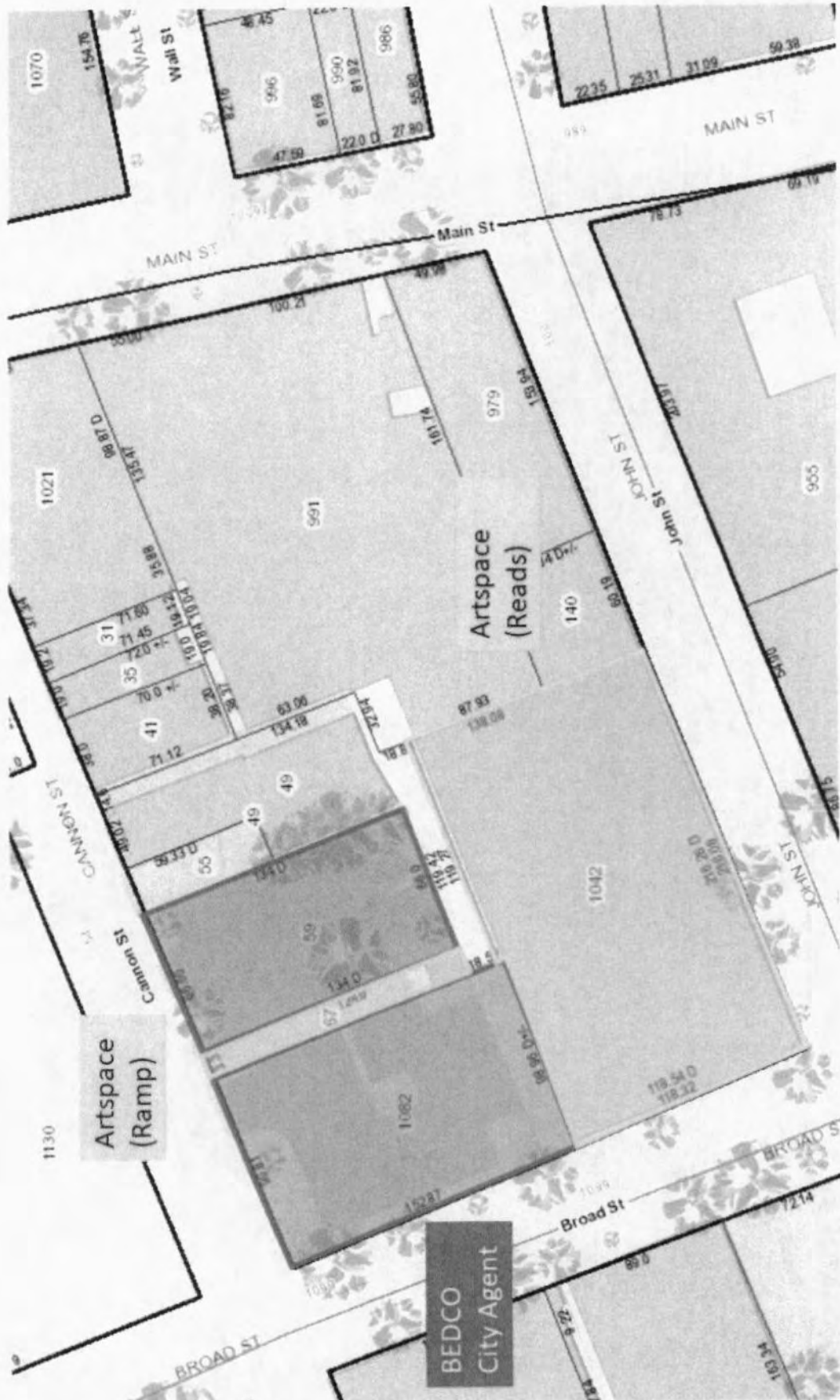
1042

140

955

7214

875



**Affordable Housing Tax Incentive**

**06.30.2021**

<b><u>ArtSpace</u></b>	<b><u>Incentive</u></b>	<b><u>Normal</u></b>	<b><u>Difference</u></b>
Year 1	103,700	131,316	(27,616)
Year 2	106,811	131,316	(24,505)
Year 3	110,015	131,316	(21,301)
Year 4	113,316	131,316	(18,000)
Year 5	116,715	131,316	(14,601)
Year 6	120,217	131,316	(11,099)
Year 7	123,823	131,316	(7,493)
Year 8	127,538	131,316	(3,778)
Year 9	131,364	131,316	48
Year 10	135,305	131,316	3,989
Year 11	139,364	131,316	8,048
Year 12	143,545	131,316	12,229
Year 13	147,851	131,316	16,536
Year 14	152,287	131,316	20,971
Year 15	156,856	131,316	25,540
<b>TOTAL</b>	<b>1,928,707</b>	<b>1,969,738</b>	<b>(41,031)</b>

<b><u>Assumptions</u></b>	<b><u>(Incentive)</u></b>
Ann. Esc.	1.03
\$/unit	1700
# units	61

<b><u>Assumptions</u></b>	<b><u>(Normal Tax)</u></b>
2020 Assmnt	3,022,230
FY 22 Mill	43.45
Normal Tax	131,316
Per Unit	2,153

<b><u>New Development Parcels</u></b>	
<b><u>Address</u></b>	<b><u>City Apprsd Val</u></b>
67 Cannon(Air)	51,500
1082 Broad	422,200
59 Cannon	329,260
<b>Total</b>	<b>802,960</b>

**TAX INCENTIVE DEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**THE CITY OF BRIDGEPORT ("CITY")**

**AND**

**ARTSPACE BRIDGEPORT LIMITED PARTNERSHIP ("DEVELOPER" or  
"ARTSPACE")**

**RE: Former D.M. Read's Building**

**1042 Broad Street and 67 Cannon Street, Bridgeport, CT 06604**

**WHEREAS**, the Developer, a Minnesota limited partnership, owns certain real property and other improvements located at 1042 Broad Street (former D.M. Read's Building) (the "**Artspace Building**") and 67 Cannon Street (the "**Ramp Parcel**") in Bridgeport, Connecticut, as more particularly described in **Schedule A** attached hereto and made a part hereof (collectively, the "**Property**") and has invested approximately \$8.9 million to rehabilitate the Property into a mixed-use development for 61 units of low- and moderate-income artist housing and ground floor commercial space (the "**Project**");

**WHEREAS**, the Developer uses the Ramp Parcel as a driveway ramp for vehicular access from Cannon Street to an underground parking garage in the Artspace Building serving its residents (the "**Underground Parking**");

**WHEREAS**, the Developer also leases from the Bridgeport Economic Development Corporation ("**BEDCO**") two (2) other parcels located at 1082 Broad Street and 59 - 69 Cannon Street, Bridgeport, CT, both of which are used by the Developer for surface parking for its residents (the "**Surface Parking Lots**" and each, a "**Surface Parking Lot**") more particularly described in **Schedule B** attached hereto and made a part hereof pursuant to two separate ground leases, dated September 30, 2003 (the "**Ground Leases**" and each, a "**Ground Lease**"), both of which expire on September 30, 2086;

**WHEREAS**, because the Ground Leases will continue to restrict the development of the Surface Parking Lots for another 65 years and these lots are in a central downtown location suited for transit-oriented, medium-scale, infill residential development the City desires to procure a developer (the "**New Developer**") to develop the Surface Parking Lots as a residential development consisting of approximately thirty to forty (30-40) units at a cost of approximately \$6,000,000 to \$8,000,000.00 (the "**New Development**") that would return the developed parcels constituting the Surface Parking Lots and the Ramp Parcel to the City's tax rolls and advance Bridgeport's objective of encouraging infill residential development in the downtown;

**WHEREAS**, in order for the City to be able to publicly seek proposals from prospective developers to create the proposed New Development on the parcels constituting the Surface Parking Lots and the Ramp Parcel in order to receive more dense and cohesive future development proposals, the City needs to have ownership and control of the Surface Parking Lots from BEDCO and the City also needs the rights to develop the Ramp Parcel which separates the two Surface Parking Lots;

**WHEREAS**, Artspace has agreed to an amendment to each of the Ground Leases (the "**Ground Lease Amendments**") providing for their termination (the "**Terminations**") upon thirty (30) days' prior written notice from the City that the New Developer for the New Development has been chosen by the City; provided, however, the City agrees to hold such Terminations in escrow and such Terminations shall not become effective until the New Developer has secured all the permits and financing necessary to proceed with the New Development;

**WHEREAS**, the utility and value of the New Development would be enhanced if the New Development could include the use of that portion of the Ramp Parcel not required for vehicular access to the Underground Parking, otherwise the New Development would be bifurcated by the Ramp Parcel;

**WHEREAS**, Artspace has agreed that, upon receipt of written notice from the City, Artspace shall provide a quit-claim deed (the "**Ramp Deed**") to the City that will convey fee simple title to the Ramp Parcel to the New Developer and upon receipt of such deed, the City agrees to hold such deed in escrow until the New Developer has secured all the permits and financing necessary to proceed with the New Development; and

**WHEREAS**, Artspace shall have the right to reserve an easement, in the Ramp Deed, over the surface of the Ramp Parcel, and an adequate height above the surface,

to permit the transit of vehicles over and across the Ramp Parcel to and from Cannon Street and the Underground Parking and a subsurface easement for support of the surface driveway and to locate and maintain any subsurface utilities serving the Artspace Building;

**WHEREAS**, if, however, the City and the New Developer desire full ownership and control of the Ramp Parcel, Artspace shall grant the City an option to purchase the Ramp Parcel for One Dollar without reservation of any easements (except any necessary subsurface utility easements), (a) provided that the City agrees to guarantee Artspace that, in any New Development, Artspace shall have continued uninterrupted vehicular and pedestrian access to its Underground Parking in a different location than the Ramp Parcel, (b) further provided that the plans for such alternative access are reasonably acceptable to Artspace, and Artspace's consent shall not be unreasonably withheld or delayed, and (c) further provided that such alternative access is reasonably equivalent to the access to the Underground Parking that Artspace enjoys today ("**Alternate Access to Underground Parking**"). (The foregoing agreements regarding the Ramp Parcel are collectively referred to herein as the "**Ramp Parcel Agreements**");

**WHEREAS**, to facilitate the City's procurement of a developer for the New Developer, Artspace shall grant the City a license on terms mutually agreeable to permit preliminary evaluation and testing of the Surface Parking Lots and the Ramp Parcel that the selected Developer shall have the right to use for its pre-development due diligence, with Artspace reserving its right to continue to access the underground parking in the Artspace Building in the interim until a New Development is approved by the City Council and reserving its right to have access to its Underground Parking in the New Development by way of the Ramp Parcel or the Alternate Access to Underground Parking;

**WHEREAS**, the City previously granted to the Developer a 15-year tax incentive agreement that expired on July 1, 2017 under which the Developer agreed to preserve all 61 housing units in the Artspace building ("**Artspace Building**") for affordable housing for residents earning less than sixty (60%) percent of the area median income (the "**Expired Artspace PILOT**");

**WHEREAS**, in consideration for Artspace's termination of the Ground Leases on the Surface Parking Lots and its agreement to the Ramp Parcel Transfer, Artspace seeks a new tax incentive development agreement for the reasons set forth herein ("**New Artspace PILOT**") pursuant to the provisions of Section 8-215 of the Connecticut



General Statutes, the City's Affordable Housing Tax Incentive Development Ordinance, Chapter 3.24 of the Bridgeport Municipal Code of Ordinances, as amended on May 4, 2020 ("**Affordable Housing Tax Incentive Ordinance**" or "**Ordinance**"), which ordinance is in conformity with Connecticut General Statutes;

**WHEREAS**, the Expired Tax PILOT provided that the Developer paid \$85,000 per annum in real estate taxes and, upon the end of the Expired Artspace PILOT, taxes more than doubled to approximately \$180,000 per annum, which the Project cannot sustain, and the Office of Planning and Economic Development has reviewed, analyzed and confirmed the Developer's position that its operating reserves are on the verge of being exhausted;

**WHEREAS**, OPED has reviewed the Project in light of the Ordinance and the official policies and procedures approved by the Bridgeport City Council on May 18, 2020, has determined that the Project is an eligible project and that the projected level of future Taxes on the Artspace Building (after the release of the Ground Leases and the Ramp Parcel Transfer) under normal assessment and levy practices would make the Project economically unfeasible going forward;

**WHEREAS**, OPED has found that the New Artspace PILOT will support the continuing viability of the existing affordable housing in the Project, will support the adaptive reuse of the historic Artspace Building that has experienced significant ground floor retail vacancy over the past five years, and finds that the proposed New Development is expected to be worth in excess of Five Million (\$5,000,000) Dollars, which is more than 1.5 times the current assessed value of the Surface Parking Lots and the Ramp Parcel;

**WHEREAS**, the Artspace's agreement to terminate the Ground Leases to the Surface Parking Lots and its agreement to the Ramp Parcel Transfer would be beneficial to the City because it would (a) ensure that affordable housing in the Artspace Building would continue, (b) permit the City's ability to publicly seek developers for the New Development on the Surface Parking Lots and in the area of the Ramp Parcel and (c) enhance the continued viability of much-needed affordable housing within a proven, mixed-income, private development program model in the downtown;

**WHEREAS**, Artspace's agreement to terminate the Ground Leases and agree to the Ramp Parcel Transfer are valuable rights that Artspace has agreed to exchange such rights in consideration for the new Tax Incentive Agreement that the City has valued to be worth \$802,960 per the 2020 Grand List Year Assessment, an amount

substantially more than the value of the benefits granted under the New Artspace Affordable Housing Tax Incentive Agreement ;

**WHEREAS**, OPED has determined that the Project needs, and is entitled to, a tax incentive that will permit the current taxes ("**Taxes**") to be partially abated for fifteen (15) years commencing with the tax payment due on January 1, 2022 (the "**Term**") in the amount of One Hundred Three Thousand Seven Hundred (\$103,700.00) Dollars per annum, which would escalate Three (3.0) Percent annually during the Term, in accordance with the tax payment schedule set forth and described in **Exhibit A** attached hereto and made a part hereof, which schedule OPED has determined after a pro forma analysis in consultation with the National Development Council, the City's consultant, to be reasonable and warranted (the "**Tax Incentive**");

**WHEREAS**, the Developer has emphasized its willingness to terminate its interests in the Ground Leases and its willingness to make the Ramp Parcel Transfer conditioned upon the execution of the proposed tax incentive development agreement ("**Tax Incentive Agreement**") authorized by the Ordinance;

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

**WHEREAS**, this agreement shall be effective on and as of January 1, 2022; and

**WHEREAS**, the scheduled Tax Incentive Payments contained in **Exhibit A** (as defined below) shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally binding lien on the Artspace Building with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

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

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

The recitals set forth above are incorporated into and made part of this Tax Incentive Agreement with full legal force and effect.

1. **Tax Incentive Schedule; Commencement Date; Installments.** The Developer and the City hereby enter into this Agreement for the Artspace Building permitting the establishment of taxes during the Term, as follows, conditioned upon and

in consideration of Artspace's termination of its interest in the Ground Leases and its assignment or conveyance of the Ramp Parcel:

(a) First Fifteen (15) Years of Project Operation. The Project is in operation and taxes due on the Artspace Building for fifteen (15) years of operation commencing as of and with the tax payment due January 1, 2022 (the 15-year period being collectively referred to as the "**Term**") shall be equal to an amount that is One Hundred Three Thousand Seven Hundred (\$103,700.00) Dollars per year for the first year, payable in semi-annual installments, which payments shall thereafter increase annually in accordance with paragraph (b) below, a year being the 12-month calendar year starting on January 1 of one year and ending of December 31 of the same year (each, a "**Year**").

(b) Annual Escalator. Beginning in the second Year of the Term, the taxes due pursuant to the Tax Incentive shall increase three (3.0%) percent per Year above the Tax Incentive in effect for the prior Year as set forth on **Exhibit A** attached hereto and made a part hereof.

The Taxes due pursuant to paragraph (b) above shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable real estate taxes on the Property and the Project from the date hereof through the end of the Term (except for taxes imposed separately by the Downtown Special Services District).

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on **Exhibit A**, and shall be subject to the City's right to enjoy and exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172.

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

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have allowed any Delinquency to occur and continue in excess of 90 days (provided that no fewer than 30 days written notice thereof and opportunity to cure shall have been provided to Developer by City); or (b) shall have violated any other material obligations

on its part to be performed hereunder including but not limited to the Ground Lease Amendments, the performance of the Ramp Parcel Agreements and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (a) above no notice of default is required, however, in the event of a default under subsection (b) above the Developer shall have thirty (30) days to cure such Default after receipt of written notice from the City setting forth the details as to the alleged default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid installments due up to the date of termination, and (iv) to prospectively reinstate the taxes that would otherwise be due on the Artspace Building in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were due or made. The Artspace Building shall be listed as development property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq. Notwithstanding anything to the contrary contained in this Tax Incentive Agreement, all parties identified to receive notice with Developer under this agreement shall have the right, but not the obligation, to cure Defaults under this Tax Incentive Agreement, and City agrees to accept cures tendered by any such noticed parties pursuant to the same terms and conditions as are provided to Developer herein.

5. In the event of any act or omission of DEVELOPER which would give City the right, immediately or after lapse of a period of time, to cancel or terminate this Agreement, and/or exercise any further rights or remedies set forth in Section 4 above, City shall not exercise such right (a) until it has given written notice of such act or omission to each Mortgagee of the Artspace Building whose name and address shall previously have been furnished to City in writing, and (b) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice (which reasonable period shall in no event be less than the period to which DEVELOPER would be entitled under this Agreement or otherwise, after similar notice, to effect such remedy), provided such Mortgagee shall give City written notice of its intention to remedy such act or omission, and such Mortgagee shall commence and

thereafter continue with reasonable diligence to remedy such act or omission.

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

7. **WPCA Fees.** This Tax Incentive Agreement and the Taxes to be paid are separate and distinct from any Water Pollution Control Authority user charges that the Developer may be obligated to pay.

8. **Binding Effect.** This Tax Incentive Agreement, upon execution and recording in the Bridgeport Land Records, shall be binding against and effective upon the City and the Developer, and their respective successors and permitted assigns, expressly including any mortgage lender succeeding to the interests of Developer in the Artspace Building.

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

10. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier service addressed to the receiving party at its address specified below:

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

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

All notices to Developer:      Artspace Bridgeport Limited Partnership  
   1042 Broad Street  
   Bridgeport, CT 06604

with a copy to:

John F. Stafstrom, Jr., Esq.  
Pullman & Comley PC  
850 Main Street  
Bridgeport, CT 06601-7006

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

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

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

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

(a) Prior to a Transfer of Control, the then-current owner of the Artspace Building, including those who acquire a controlling interest in the then-current owner of the Artspace Building ("**Transferee**"), shall be required to give prior written notice to the City of the intent to make a Transfer of Control including a transfer of all of

the original applicant's obligations under this Tax Incentive Agreement ("**Obligations**");

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

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

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed and shall be given in the exercise of the City's commercial business judgment) shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate this Tax Incentive Agreement. Notwithstanding anything to the contrary stated in this paragraph, a Transfer of Control (i) to an affiliate of the Developer, that is, to an entity that is controlled by under common control of the Developer ("**Affiliate**"), (ii) to an Affiliate of any subsequent Transferee approved in advance by the City, or (iii) to a mortgage lender exercising its remedies against Developer after a default under its loan documents, shall not constitute a Default under this Agreement or require the City's consent hereunder.

15. **No Discrimination.** Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Artspace Building, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

16. **Excusable Delay.** The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of reasonable best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or

actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

17. **Cessation of Operations.** Upon the Developer's ceasing operation of the Artspace Building for six (6) months or longer, the City shall give written notice to the Developer and if the Developer does not sufficiently explain and verify to the City, with applicable documentation deemed reasonable by the City, within thirty (30) days after delivery of such notice, why it believes that it has not stopped use and occupancy of the Artspace Building or why it believes that it has not ceased operation as determined by the City in the exercise of its commercial business judgment, the City shall have the right to deem that an Event of Default has occurred, shall give written notice that this Tax Incentive Agreement has been terminated, whereupon this Tax Incentive Agreement shall come to an end thirty (30) days thereafter ("**Termination Date**"), whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination. For purposes of this paragraph, "operation" shall include, with respect to the residential space, any active efforts to market, lease maintain and otherwise operate the property using commercially reasonable efforts.

NEXT PAGE IS THE SIGNATURE PAGE



IN WITNESS THEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In the presence of:

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Thomas F. Gill  
Director, Office of Planning  
Economic Development  
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport \_\_\_\_\_, 2021

COUNTY OF FAIRFIELD )

Personally appeared Thomas F. Gill, the Director of the Office of Planning and Economic Development of the City of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
Commission Expires:

**ARTSPACE**

By \_\_\_\_\_

STATE OF CONNECTICUT )

) ss. \_\_\_\_\_, 2021

COUNTY OF FAIRFIELD )

Personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Artspace, the \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of such limited liability company, before me.

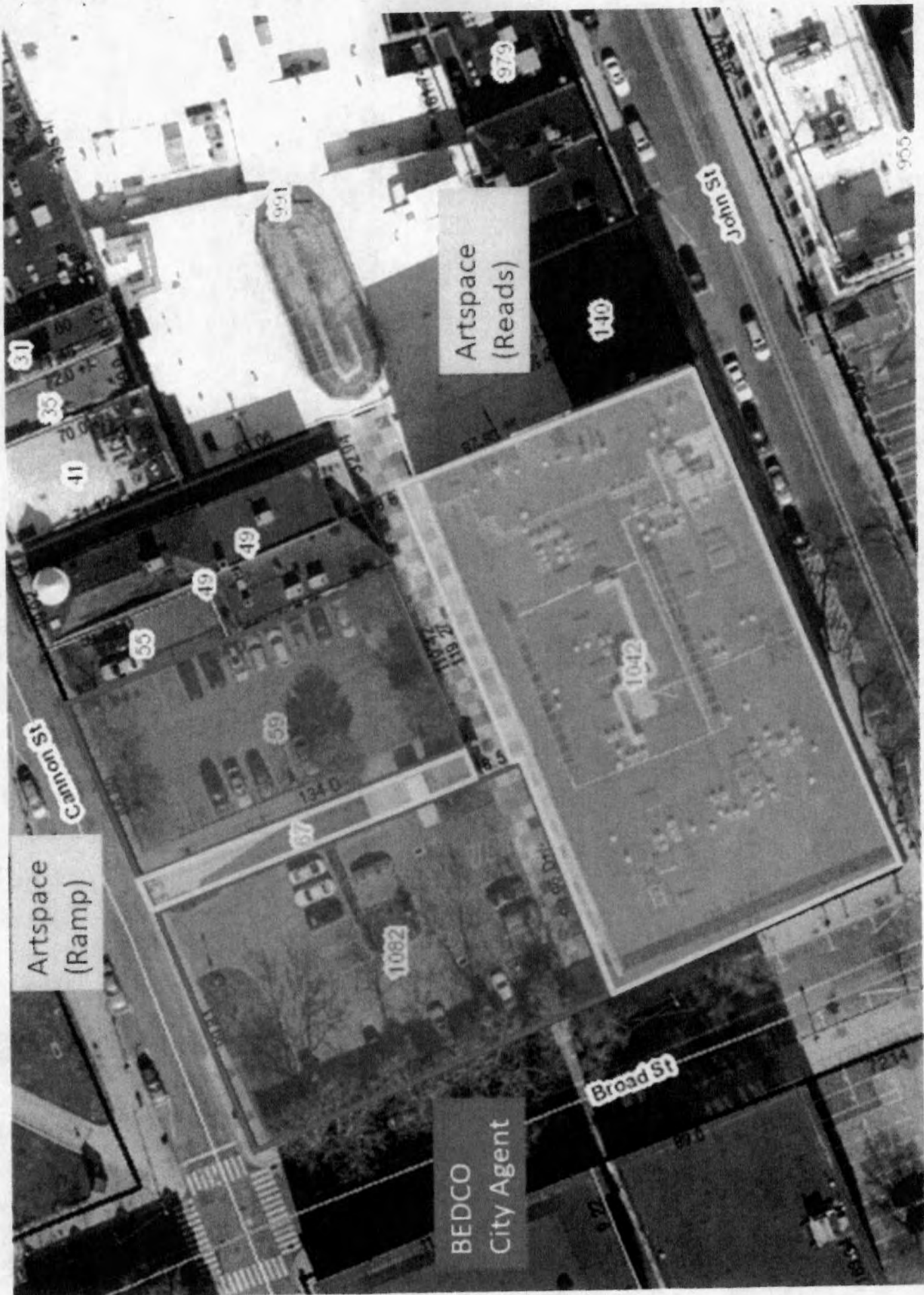
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires on:

**SCHEDULE A**  
**LEGAL DESCRIPTION OF PROPERTY**

**SCHEDULE B**

**DESCRIPTION OF THE SURFACE LOTS  
AND THE RAMP PARCEL**





Artspace  
(Ramp)

Artspace  
(Reads)

BEDCO  
City Agent

Cannon St

Broad St

John St

31

35

41

53

49

49

59

67

1062

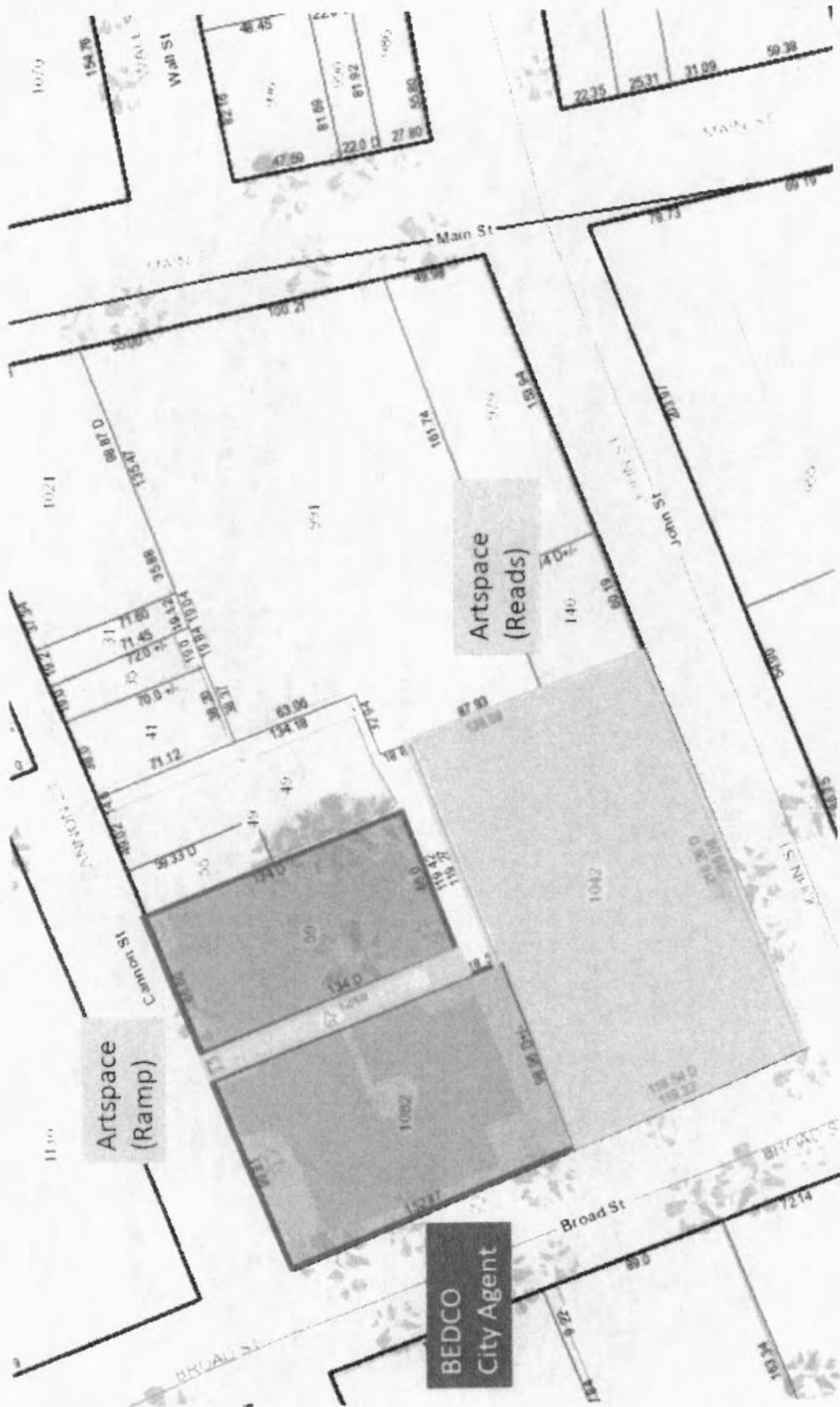
1042

140

979

951

965



Artspace  
(Ramp)

Artspace  
(Reads)

BEDCO  
City Agent

**EXHIBIT A**  
**SCHEDULE OF INSTALLMENTS**

**NOTE: The following installments include a three (3.0%) percent annual increment compounded over the prior year's taxes.**

Years	Status	Years Payable	Annual Taxes	Semi-Annual Payment Dates
Year 1	Occupancy	1	\$103,700	January 1, 2022 and July 1, 2022
Year 2	Occupancy	1	\$106,811	January 1, 2023 and July 1, 2023
Year 3	Occupancy	1	\$110,015	January 1, 2024 and July 1, 2024
Year 4	Occupancy	1	\$113,316	January 1, 2025 and July 1, 2025
Year 5	Occupancy	1	\$116,715	January 1, 2026 and July 1, 2026
Year 6	Occupancy	1	\$120,217	January 1, 2027 and July 1, 2027
Year 7	Occupancy	1	\$123,823	January 1, 2028 and July 1, 2028
Year 8	Occupancy	1	\$127,538	January 1, 2029 and July 1, 2029
Year 9	Occupancy	1	\$131,364	January 1, 2030 and July 1, 2030
Year 10	Occupancy	1	\$135,305	January 1, 2031 and July 1, 2031
Year 11	Occupancy	1	\$139,364	January 1, 2032 and July 1, 2032
Year 12	Occupancy	1	\$143,545	January 1, 2033 and July 1, 2033
Year 13	Occupancy	1	\$147,851	January 1, 2034 and July 1, 2034
Year 14	Occupancy	1	\$152,287	January 1, 2035 and July 1, 2035
Year 15	Occupancy	1	\$156,856	January 1, 2036 and July 1, 2036

**ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED AND NORMAL ASSESSMENT AND MILL RATE FOR REAL PROPERTY TAXES BECOME DUE AND OWING DURING**



THE GRAND LIST YEAR FOLLOWING THE EXPIRATION OR EARLIER TERMINATION OF THE TAX INCENTIVE, THAT IS, IN ACCORDANCE WITH THE GRAND LIST OF 2035 AND THE PAYMENT COMMENCING JULY 1, 2036 PURSUANT TO THE TERMS OF THIS AGREEMENT.



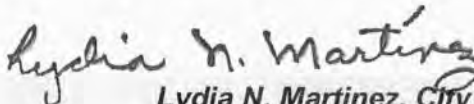
OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

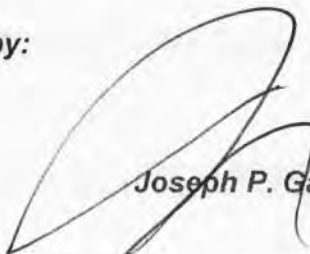
Log ID/Item number: 89-20  
Submitting Department / Office of Planning and Economic Development  
Contact Name Bill Coleman, Deputy Director  
Subject: Proposed Resolution with CT Department of Transportation -Rails Division to enter into Railroad License Agreements to beautify the railroad underpasses throughout the City.  
Referred to Committee: Immediate Consideration  
City Council Date: July 6, 2021

**Attest:**

  
Lydia N. Martinez, City Clerk

Date

**Approved by:**

  
Joseph P. Ganim, Mayor

  
Date

ATTEST  
CITY CLERK  
21 JUL 19 PM 2:25  
RECEIVED  
CITY CLERKS OFFICE



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

June 30, 2021

Honorable City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

*IMMEDIATE Consideration* (To) 6/30/21

RE: Referral to Committee on ~~Economic & Community Development & Environment~~  
**CT DOT Encroachment Agreement(s) - Railroad Underpasses**

Dear Madam City Clerk:

The attached resolution would authorize the City to enter into Encroachment Agreements with the Connecticut Department of Transportation – Rails Division. These Encroachment Agreements will allow the City permission (from the State) to beautify the railroad underpasses throughout the City. Thank you

Truly Yours,

*Bill Coleman*

Bill Coleman  
Deputy Director

C: Tom Gill, Director  
Lynn Haig, Planning Director  
Attorney Tyisha Tom, Esq.  
Tom Gaudett, Mayor's Office

ATTEST  
CITY CLERK  
RECEIVED  
CITY CLERKS OFFICE  
21 JUN 30 PM 4: 04

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO RAILROAD LICENSE AGREEMENTS WITH THE  
CONNECTICUT DEPARTMENT OF TRANSPORTATION ("DOT")**

**WHEREAS**, the City desires to beautify the various railroad underpasses located throughout the city by improving them with artistic painting and other art installations; and

**WHEREAS**, the City has received conceptual approval from the State DOT for these types of improvements to the railroad underpasses; and

**WHEREAS**, in order to receive the State DOT's specific and formal permission to beautify any of the railroad underpasses, the City must first execute the attached template License Agreement (the "License Agreement"); and

**WHEREAS**, the License Agreement requires that the City accept the responsibility for maintaining the painting and art installations; and

**WHEREAS**, DOT may require multiple License Agreements owing to the number of underpasses being improved (the "Subsequent Railroad License Agreements"); and

**WHEREAS**, the Subsequent Railroad License Agreements would establish similar ongoing maintenance requirements of the City; and

**WHEREAS**, the City anticipates being able to meet such maintenance requirements and recognizes the value in improving the appearance of railroad underpasses;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or his designee is authorized to execute the attached License Agreement in substantially the form attached hereto, and is further authorized to execute any and all Subsequent Railroad License Agreements, (provided that they are deemed by the Office of the City Attorney to be substantially similar to the template License Agreement attached hereto), and is further authorized to take all other actions and to 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.

**LICENSE AGREEMENT  
FOR [PROJECT TYPE]  
BETWEEN  
STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
AND  
[CONTRACTING COMPANY NAME]**

**Project Location: [Physical Address – City/Town]  
RAIL FILE NO.  
(City/Town Code) 7001-MISC- File No.**

THIS LICENSE AGREEMENT (“Agreement”), concluded at Newington, Connecticut, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the State of Connecticut, Department of Transportation, Joseph Giulietti, Commissioner, acting herein by Richard W. Andreski, Bureau Chief of the Bureau of Public Transportation, duly authorized, hereinafter referred to as the “State”, and [Licensee Legal Entity Name], [Type of entity and state], having a principal place of business at [Legal Address], acting herein by [Insert Name], its [Insert Title], hereunto duly authorized, hereinafter referred to as the “Licensee.” The State and the Licensee may herein each be individually referred to as a “Party” and collectively be referred to as the “Parties.”

WITNESSETH, THAT:

WHEREAS, the State and the Licensee [entered into a Temporary Right of Entry” on [Insert Date]] [or] desire to enter into this Agreement, for the sole purpose of [Insert Purpose. *For example: vehicle parking and access to the Licensee’s abutting business*]; and

WHEREAS, the State and Licensee now desire that this Agreement replace such Temporary Right of Entry; and

WHEREAS, the State has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. RECITALS & EFFECTIVE DATE

1.1 The above recitals are hereby incorporated by reference into the body of the Agreement as if fully restated.

1.2 This Agreement shall become effective on the date it is approved by the State of Connecticut Office of the Attorney General (“Effective Date”).

1.3 Upon the Effective Date, the Temporary Right of Entry dated [Insert Date], granted by the State to Licensee shall immediately terminate, and this Agreement shall constitute the entire understanding between the Parties, and supersede any and all prior or contemporaneous oral or written communications, regarding the subject matter of this Agreement.

## 2. PREMISES AND FACILITIES:

2.1 The State does hereby grant to Licensee, subject to all the stipulations, restrictions, specifications and covenants herein contained, the right to enter upon, use and occupy certain land located in the [Insert Description of property with map references and GPS location data. (Sample Description and map references: City of Derby, County of New Haven, and the State of Connecticut, on the northwesterly side of the Waterbury Branch, within the railroad right-of-way, with appurtenances thereon, if any, consisting of 1.18 acre, more or less, as shown on the map attached hereto on Exhibit A of this Agreement and incorporated herein, entitled: “City of Derby, Sketch Showing Land Licensed to ACME Parking, LLC, by the State of Connecticut, Valuation Map 57-71-10, Scale 1” = 100’, dated January 2016, Bureau of Public Transportation – Office of Rail Operations”)], hereinafter referred to as (the “Premises”) for the sole purpose of [Insert Project Description: (Sample: the right to construct, renew, alter, replace, reconstruct, utilize, repair, and maintain a paved parking area and a paved access road, as well as install, replace, repair, maintain and ultimately remove a chain-link fence, a minimum of four (4’) feet in height, along the eastern boundary of the Premises abutting the active rail line), collectively hereinafter referred to as the “Facilities”), as shown on the engineering plan sheets/drawings submitted by Licensee and as approved by the State and attached hereto as Exhibit B of this Agreement and incorporated herein, hereinafter referred to as the “Plans”].

## 3. TERM OF AGREEMENT/RENEWALS

The Term of this Agreement shall commence on the Effective Date and shall expire on the date that is fifteen (15) years following the Effective Date, unless otherwise earlier terminated by either Party in accordance with the terms and conditions set forth below.

## 4. TERMINATION AND RESTORATION OF THE PREMISES

4.1 Termination by Either Party: This Agreement may be terminated by either Party hereto for any reason, without penalty, by giving the other Party ninety (90) days “Official Notice”, as hereinafter defined.

4.2 Termination by the State: For Cause: The State may terminate this Agreement at any time upon violation of any of the terms hereof by the Licensee, effective immediately upon providing Official Notice to Licensee as hereinafter defined.

4.3 Upon expiration of the Term or earlier termination of this Agreement, (i) all the rights granted to Licensee hereunder shall cease and desist, and this Agreement shall terminate, (ii)

Licensee shall pay to the State any unpaid License Fees and Additional Fees accrued prior thereto, and (iii) the Licensee shall remove the Facilities and the appurtenances related thereto from the Premises, and shall restore the Premises in good condition and to the satisfaction of the State. If the Licensee fails or refuses to remove its Facilities and restore the Premises under the foregoing conditions, the Licensee shall promptly pay or reimburse the State upon demand any costs and expenses the State and/or its contractors incur for the removal of the Facilities and restoration of the Premises to good condition.

## 5. FEES AND PAYMENT

5.1 License Fee. Licensee shall pay the State upon approval hereof, without demand, abatement, offset, deduction or prior notice, an annual License Fee, in the sum of (Amount) Dollars (\$XXX) per [*insert month or year*] for the first year of the Term (the "License Fee"). Thereafter, on each anniversary of the Effective Date of this Agreement for Years 2-15 of the Term, the License Fee shall be increased on a cumulative basis to an amount equal to the License Fee for the immediately preceding year plus two percent (2%), and shall be payable on or before the first day of the month of the applicable year of the Term, without demand, offset, deduction or advance prior notice given by the State to Licensee.

5.2 Engineering Review Fees or Additional Fees. The Licensee shall also pay without abatement, deduction or setoff any Engineering Review Fees due under Article 8 herein or Additional Fees. The term "Additional Fees" as used in this Agreement, means all taxes, assessments, costs, expenses and other payments that the Licensee assumes, agrees, or is obligated to pay in any of the provisions of this Agreement.

5.3 Payment Form/Address. The Licensee shall promptly make all payments due under this Article 5 to the State by check, referencing the Rail File and Agreement numbers, made payable to:

**"Treasurer, State of Connecticut"**  
and addressed to:

**Revenue Accounting Unit  
Connecticut Department of Transportation  
P.O. Box 317546  
Newington, Connecticut 06131--7546**

## 6. BOND REQUIREMENTS

6.1 Licensee agrees to obtain and maintain for the duration of the Term a surety bond ("Bond") issued by a corporate surety licensed to do business in the State of Connecticut in an amount equal to [**insert either \$10,000.00 or an amount equal to the total sum of the License Fee due in the first year of the Term of this Agreement whichever is greater.**]

6.2 Licensee has furnished to the State "proof of Bond" on or prior to the execution of this Agreement by providing to the State one fully executed original copy of the State's License Bond Form, to be attached as "Exhibit C" to this Agreement.

## 7. UTILITIES

Licensee shall not obtain any utility service upon the Premises without first obtaining engineering approval and written consent of the State. Licensee, at its sole cost and expense, shall pay the costs of all water, electricity and other public utilities, required for its use of the Premises or supplied to the Licensee under this Agreement.

## 8. ENGINEERING PLAN APPROVALS/AS-BUILT REQUIREMENTS

8.1 Engineering Plan Approval - Prior to commencing any work on the Premises, the Licensee shall submit all plans and drawings for such work to the State for approval (other than those that have previously been approved as reflected in Section 2.1 of this Agreement). Licensee shall email such plans and drawings in CAD/PDF format to:

Name: Julie Thomas

Phone: (203) 497-3383

Email: julie.thomas@ct.gov

Please Reference State Project Number in the subject line of the email.

8.2 Engineer's Seal of Accuracy - The Licensee shall assume full responsibility for the accuracy of all products of its work or that of any consultants it utilizes under this Agreement. Licensee shall have the signature and Connecticut Professional Engineer's Seal of the engineer it uses to perform any work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents submitted to the State for approval.

8.3 As-Built Drawings - Within one hundred and twenty (120) days after the completion of all work at the Premises and installation of the Facilities, Licensee will submit "As-Built" Engineer certified drawings to the State. All work and the Facilities will be subject to the review, approval, and acceptance of the State.

8.4 Engineering Review Fee - Licensee shall remit to the State an engineering review fee equal to \$3000 per set of engineering plans and drawings submitted to the State for review and approval as required by this Agreement. Licensee shall remit all engineering review fees to the State in accordance with Article 5 of this Agreement

## 9. FEDERAL, STATE AND LOCAL COMPLIANCE AND PERMIT APPROVALS

9.1 The Licensee shall comply with and conform to all federal, state, and local laws, regulations, rules, and ordinances as the same pertain to the Premises or any work Licensee conducts thereon.



9.2 Licensee shall obtain, at its sole cost and expense all permits and approvals which are necessary or required by law in order for the Licensee to install the Facilities or conduct any other work on the Premises.

9.3 Prior commencing any work at the Premises, Licensee shall provide to the State any requested proof that all engineering plans have been submitted and approved in accordance with federal, state and local laws and that all required permits have been obtained by the Licensee.

#### 10. ASSESSMENTS/TAXES/LIENS

The Licensee agrees that no assessments, taxes, liens or charges of any kind shall be made against the State or the Premises in connection with this Agreement, and Licensee agrees to pay the full amount of any assessments, taxes, liens or charges of any kind which may be levied, charged, assessed or imposed against the State or the Premises in connection with this Agreement to the State within ten (10) business days after receipt of a bill therefor.

#### 11. FACILITIES COSTS AND EXPENSES

11.1 All costs and expenses in connection with the construction, renewal, replacement, reconstruction, alteration, installation, maintenance, repair and removal of the Facilities, including any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the State in connection with this Agreement, shall be borne by Licensee without any cost whatsoever on the part of the State.

11.2 Work by the State or its Contractor(s). In the event work is performed or material is furnished by the State and/or its contractors in conjunction with the Plans or for the renewal, replacement, reconstruction, alteration, installation, maintenance, repair, or removal of the Facilities under any Article hereof, the Licensee shall pay to the State and/or its contractor the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of the State for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the State and/or its contractors on the Facilities. The Licensee agrees to pay such bills within thirty (30) days after the presentation thereof by the State and/or its contractors.

#### 12. FACILITIES INSTALLATION AND SAFETY FLAGGING PROVISION

12.1 The Licensee shall not commence installation of the Facilities or other improvements on the Premises until it has met all applicable federal, State and Local permitting requirements for such installation and improvements and has received written approval from the State and [*insert name of railroad*] ("Railroad"), and/or the appropriate state or federal regulatory body having authority. This includes, but is not limited to, the Facilities and any and all permanent or

temporary structures, roadways, site grading, drainage, and landscaping.

12.2 Licensee agrees the Facilities shall be located and constructed and installed as shown on the approved Plans and utilized only for the purpose set forth herein. No departure shall be made at any time from the Plans except with permission granted by the State in writing, provided, however, that if any commission or other regulatory body having jurisdiction over the construction of the Facilities, by ruling or other general order, determine and fix the manner and means of construction, alteration, replacement or reconstruction of the Facilities, then said ruling or general order shall prevail.

12.3 The work of constructing, altering, replacing, or reconstructing the Facilities shall be done to the satisfaction and approval of the State and/or its contractors and without interference with the proper and safe use and operation of the railroad, transportation facilities and enjoyment of the Premises by the State and/or its contractors. Licensee shall, when performing any work on the Premises or in connection with the Facilities, ensure all men, equipment and materials are kept a safe distance away from the tracks of the railroad on the approach of any moving equipment on the tracks.

12.4 In addition to, but not in limitation of any of the foregoing provisions, if at any time the State and/or Railroad should deem rail flaggers or watchmen desirable or necessary to properly protect its operations or property, or its employees, patrons or licensees during the construction, replacement, alteration, reconstruction, or renewal of the Facilities by Licensee, the State and/or Railroad shall have the right to place such flagmen or watchmen. Such placement shall be at the sole risk, cost and expense of Licensee who shall promptly reimburse the State and/or Railroad, as applicable, upon demand. The furnishing or failure to furnish flaggers or watchmen by the State and/or Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

### 13. STATE INSPECTION OF FACILITIES CONSTRUCTION

13.1 The State shall have the right to inspect the Facilities and the Premises and halt work if necessary during the construction, installation, alteration or relocation of the Facilities, to ensure work is being done in accordance with the approved Plans and with this Agreement.

13.2 Upon request by the State, Licensee, at its sole cost, shall engage an engineering inspector selected from the State approved contractor list to monitor construction or installation in accordance with the approved Plans and specifications, and the inspector shall certify to the State that construction or installation of the Facilities is in compliance with the approved Plans and specifications prior to beneficial use.

13.3 The State and its contractors shall have and retain at all times, the right of supervision over the location of the Facilities, the right of inspection of the Facilities, and the right of approval of the material used in construction, installation, maintenance, repair, alteration, renewal, replacement, relocation and removal of the Facilities.

14. REPAIRS/FUTURE ALTERATIONS/IMPROVEMENTS AND FUTURE MAINTENANCE AND RECORDS

14.1 Emergency Repairs - In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs to the Facilities and restore the Premises, and in the event Licensee fails so to do, the State and/or its contractors will perform said necessary repairs and restore the Premises at the sole cost and expense of Licensee who shall promptly reimburse the State upon demand. Licensee shall promptly notify the State of the occurrence of any such emergency.

14.2 Alterations/Improvements - If Licensee desires to repair, replace, reconstruct, revise, renew, add to or alter in any manner whatsoever the Facilities, Licensee shall do so at its sole cost and expense. Licensee shall submit engineering plans and specifications for such work to the State for approval. Such submissions are subject to the payment to the State of the engineering review fee set forth in Article 8 of this Agreement. Licensee shall notify the State and if applicable, the railroad operator, in advance of all construction, repairs, alterations or improvements made by Licensee on or to the Premises or Facilities. All other terms and conditions of this Agreement with respect to the original Facilities shall apply to any repaired, replaced, reconstructed, or altered Facilities. Licensee shall make copies of any and all permits related to any such repaired, replaced, reconstructed, or altered Facilities readily available for the State's review at its request.

14.3 Future Maintenance Obligation - Licensee, at its sole cost, shall annually inspect and maintain the installed Facilities in accordance with all local, state and federal laws and industry best practices. In addition, Licensee shall maintain and/or replace each component of any facility installed in accordance with its manufacturing specification throughout its useful service life, calculated in accordance with National Institute of Standards and Technology (NIST) or other such standard approved by the State.

14.4 Annual Inspection and Maintenance Records - In addition to the record retention requirements set forth elsewhere in this Agreement, Licensee shall promptly provide the State copies of any and all records of its annual inspection and maintenance reports with respect to the Facilities on the Premises within sixty (60) days of completion of the work performed at no cost to the State. Licensee shall email its annual inspection and maintenance reports to: [julie.thomas@ct.gov](mailto:julie.thomas@ct.gov) and/or to such other addressee as the State may require from time to time and reference the Rail File # in the subject line of the email. Licensee hereby waives any claim of privilege that may attach to said records.

15. UNDERGROUND FACILITIES OCCUPATIONS AND INDUCTIVE INTERFERENCE CONTINGENCY

15.1 Underground Facilities Occupation Contingency- In the event the Facilities consist of an underground occupation, Licensee shall be responsible for any settlement damage to the roadbed, right of way and/or tracks, infrastructure, property and appurtenances owned by the State arising from or as a result of the installation of the Facilities for a period of one (1) year subsequent to the date of completion of the construction and/or installation of the Facilities. In the event of any

settlement, Licensee shall pay to the State promptly on demand the full cost and expense the State and/or its contractors incur to restore the State's property to its pre-existing condition.

15.2 Inductive Interference Contingency- In the event the Facilities include any electrical power or communication wires and/or appurtenances, Licensee shall promptly remedy any inductive interference caused by or resulting from the presence of its Facilities. If Licensee fails so to do, the State may do so at the sole cost and expense of Licensee, who shall promptly reimburse the State upon demand.

## 16. USE OF PREMISES BY THE STATE OR ITS CONTRACTOR(S)

16.1 The State and/or its contractors will have ongoing access rights upon, over, under, across and abutting the Premises, and the State and/or its contractors have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State-owned track, roadbed, infrastructure, right-of-way or property and/or its appurtenances that may be upon, over, under or abutting the Premises.

16.2 In the event the State needs to perform work or store materials on the Premises during the Term, the State shall notify Licensee of its intention, to the extent reasonably practical, stating the time and duration of such work or storage, except in the case of an emergency. Licensee shall, upon being so notified, take the steps necessary to close the Premises to all persons and clear the same of all vehicles.

## 17. RECORDING OF AGREEMENT

Licensee shall record this Agreement and any amendment(s) hereto entered into during the Term by the Parties, in the land records of the town(s) in which the said Premises is located, at no expense to the State, immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Licensee shall notify the State when recording is complete. Failure of Licensee to record the Agreement or amendment within a reasonable period of time, but no more than ten (10) business days from receipt, shall be sufficient grounds for the State to terminate this Agreement for cause.

## 18. AGENT FOR SERVICE OF PROCESS

The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Licensee as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

## 19. OFFICIAL NOTICE

19.1 It is mutually understood and agreed by the Parties hereto that any "Official Notice" from one Party to the other Party, in order for such Official Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive Official Notice -

**Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P. O. Box 317546  
Newington, Connecticut 061317546;**

cc:

**Rail Administrator  
Connecticut Department of Transportation  
Office of Rail  
4 Brewery Street, 4<sup>th</sup> Floor  
New Haven, Connecticut 06511**

(ii) When Licensee is to receive Official Notice -

**The person(s) acting herein as signatory for the Licensee;**

(b) Be delivered in person with written acknowledgement of receipt or be mailed by the United States Postal Service "Certified Mail" or by recognized overnight courier to the address recited herein as being the address of the Party(ies) to receive Official Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and identify and describe the subject matter thereof.

19.2 The term "Official Notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

19.3 Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which Official Notice(s) is(are) to be addressed; alternate means of conveying Official Notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of Official Notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this Article.

20. ASSIGNMENT; SUBLICENSE

Licensee shall not assign the Agreement or any rights hereunder, in whole or in part, or sublicense the Premises or the Facilities, in whole or in part, without receiving the prior written consent of the State, which may be granted or denied in the State's sole determination. Failure upon Licensee to obtain the State's prior written consent to any assignment or sublicense of either the Premises or Facilities during the Term of the Agreement shall be cause for termination of the Agreement by the State.

21. INSURANCE

- A. Licensee shall secure and maintain, and/or shall ensure that its representatives, contractor(s) or sublicensee(s), if any, secures and maintains, during the period of time that any of them utilize the Premises, with the State and the Railroad being named as additional insured parties for subsections A(i) and A(ii) below, the following minimum liability insurance coverage regarding the said Premises at no cost to the State or the Railroad. In the event Licensee secures excess/umbrella liability insurance to meet the minimum requirements specified in subparagraphs A(i) and/or A(ii) below, the State and the Railroad shall be named as additional insureds.
- i. Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period; and
  - ii. The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons in any one accident or occurrence, and for all damages arising out of injury to, or destruction of, property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the Automobile Liability Insurance coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
  - iii. Railroad Protective Liability Insurance (when, pursuant to this Agreement, performing work within fifty (50) feet of the railroad right-of-way or State-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million

Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (1) the owner of the railroad right-of-way; (2) the owner of any rail equipment licensed or permitted to travel within that affected portion of railroad right-of-way; (3) the operator of any rail equipment licensed or permitted to travel within that affected portion of the railroad right-of-way; (4) the State; and (5) any other party with an insurable interest as identified by the State. If such insurance is required, the Licensee or subcontractor shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of the work and shall maintain coverage until the work is accepted by the State.

B. In conjunction with the above coverage(s), Licensee agrees to (i) furnish to the State a Certificate of Insurance ("COI") on a form, acceptable to the State, fully executed by either an insurance company or companies satisfactory to the State for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of the COI.

C. With respect to activities performed directly and exclusively by the Licensee with Licensee's forces or staff on the Project, the Licensee may request that the State accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 21.A. The Licensee shall submit to the State a notarized statement, by an authorized representative:

- (1) Certifying that the Licensee is self-insured;
- (2) Describing its financial condition and self-insured funding mechanism;
- (3) Specifying the process for filing a claim against the Licensee's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) Agreeing to indemnify, defend, and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Licensee under this Agreement.
  - (a) If requested by the State, the Licensee must provide any additional evidence of its status as a self-insured entity.
  - (b) If the State, in its sole discretion, determines that such self-insurance program is acceptable, then the Licensee shall assume any and all claims as a self-insured entity.
  - (c) If the State accepts Licensee's particular self-insurance coverage, the Licensee will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.
  - (d) If the State does not approve the Licensee's request to provide coverage under a self-insurance program for the particular activities, the Licensee must comply with the respective insurance requirements stated in this Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

D. The Licensee shall produce, within five (5) business days, evidence of all applicable insurance policies or self-insurance, as appropriate, when requested by the State. In providing said policies, the Licensee may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

22. WAIVER AND RELEASE

Licensee hereby releases and waives all rights or alleged rights at any time to ask for or demand damages from the State or its employees, relating to Licensee, to the Facilities, or to any property owned by or in possession or control of Licensee, or to the Licensee's officers, employees, contractors or agents acting pursuant to or in connection with this Agreement, and whether or not due to the acts, omissions, fault, failure, or negligence of the State.

23. INDEMNIFICATION

(a) Licensee shall indemnify, defend and hold harmless the State, the Railroad, and their officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum, (collectively, the "Claims") arising, directly or indirectly, in connection with the Agreement and use of the Premises by Licensee or Licensee Parties, as hereinafter defined, in connection with the presence, location, use, construction, condition, maintenance, repair, relocation, sale, or abandonment of the Facilities, or the facilities of the Licensee or Licensee Parties used in connection therewith, including injury or damage caused thereto or thereby, and whether to the property of the State or to property in its possession, control or custody, to its employees, patrons or licensees, or to persons or property of others who may seek to hold the State liable therefor, and whether attributable in whole or in part to the fault, failure or negligence of the State, including the acts of commission or omission (collectively, the "Acts") by Licensee or Licensee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Licensee is in privity of oral or written contract and Licensee intends for such other person or entity to perform under this Agreement in any capacity, hereinafter referred to as "Licensee Parties", and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. Licensee shall use counsel reasonably acceptable to the State and Railroad in carrying out its obligations under this section. Licensee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of Licensee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) Licensee shall not be responsible for indemnifying or holding the State or Railroad harmless from any liability arising due to the negligence of the State, Railroad or any third party acting under the direct control or supervision of the State or Railroad.



- (c) Licensee shall reimburse the State and Railroad for any and all damages to the real or personal property of the State and Railroad caused by the Acts of the Licensee or any Licensee Parties. The State and Railroad shall give Licensee reasonable notice of any such Claims.
- (d) Licensee's duties under this Article 23 shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where Licensee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State or Railroad is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

#### 24. SITE MAINTENANCE

Licensee agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises as follows:

- a) Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of Licensee.
- b) If deemed necessary by the State, Licensee agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing. All work must be preapproved prior to installation and meet the predetermined specifications of the State.
- c) If deemed necessary by the State, Licensee agrees to install and maintain, at its own expense, fencing or other devices suitable to the State around the Premises, so as to control ingress and egress of vehicles and persons to and from the Premises.
- d) If deemed necessary by the State, Licensee agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.
- e) Licensee shall not remove sand, gravel or other fill material from the Premises. If deemed necessary by the State, Licensee agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or Licensee's installation and maintenance thereof shall not interfere with or damage any portion of the Premises or State infrastructure or facility and/or their respective appurtenances or impede the operation and maintenance thereof.

#### 25. SIGNAGE

Licensee shall not erect signs, displays, or devices on the Premises, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until

written permission is first received from the State. All signs must be professionally produced, and no handwritten signage shall be allowed.

## 26. FUTURE RELOCATION /SALE/ABANDONMENT

26.1 Licensee shall, at its sole cost and expense, promptly adjust the Facilities or change the location of the Facilities to another location on the Premises or to other state-owned property, when requested to do so in writing by the State. The State may make such a request for (i) any transportation purpose or State project, (ii) to accommodate changes of grade, vertical and/or horizontal alignment compliance, and/or (iii) to allow for improvements in or additions to the Premises, other State property, or infrastructure owned or used by the State. The adjusted or relocated Facilities shall at all times comply with the terms and conditions of this Agreement.

26.2 Licensee shall provide Official Notice to the State ninety (90) days prior to the sale, disposal or abandonment of the Facilities or any part thereof. Upon written demand by the State, Licensee shall, at its sole cost and expense, make any adjustments to or relocation of the Facilities, and perform any necessary work to restore the Premises and State infrastructure to good condition, if, in the sole opinion of the State, the Premises or state infrastructure is damaged as a result of Licensee's sale, disposal, or abandonment of the Facilities.

26.3 If Licensee shall fail or refuse to comply with the State's request for relocation or adjustment, or fail to notify the State upon the sale, disposal or abandonment of the Facilities or any part thereof, then the State and/or its contractors may make such adjustments or changes in location to the Facilities and perform any necessary work and supply any materials required to restore the Premises and state infrastructure to good condition, all at the sole cost and expense of Licensee who shall promptly reimburse the State upon demand.

26.4 The Licensee agrees that no relocation or moving benefits of any kind shall be awarded or paid to the Licensee by the State in conjunction with adjustments or relocation of the Facilities under this Article 26 or any other provision of this Agreement, either during the Term or upon termination or expiration of this Agreement.

## 27. ENVIRONMENTAL COMPLIANCE

27.1 The Licensee shall comply strictly and in all respects with the requirements of any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. § 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any

other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended, hereinafter referred to as "Environmental Laws."

27.2 Licensee shall not store, generate, or use at, on, or under the Premises, or allow to be placed on, under, or over the Premises, any materials, chemicals, or other substances that are hazardous, highly inflammable, volatile, explosive, toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws, hereinafter referred to as "Hazardous Substances."

27.3 Licensee shall not permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises.

27.4 Licensee shall not permit accumulation or storage in or upon the Premises of old or scrap paper, copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials, boxes, barrels, packages, waste paper or other articles.

27.5 Licensee shall not allow any abandoned motor vehicles or trailers to remain on the Premises and shall cause the same to be removed.

## 28. ENVIRONMENTAL RECORDS RETENTION

28.1 In addition to the record retention requirements set forth elsewhere in this Agreement Licensee, for a period of ten (10) years following the date of expiration or termination of this Agreement, shall maintain copies of all records required by law to be generated by it with respect to environmental conditions on the Premises, and of all incidents impacting same ("Event(s)"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law

28.2 Upon written request by the State, the Licensee shall permit the State to inspect the Premises and any and all records required to be maintained hereunder, and promptly shall provide the State with such copies of the same as the State may request in writing, at no cost to the State. Licensee hereby waives any claim of privilege that may attach to said records.

28.3 Licensee shall notify the State within twenty-four (24) hours following the occurrence of any Event by contacting Ms. Julie Thomas, Supervising Rail Officer, Connecticut Department of Transportation Office of Rail, at telephone number (203) 497-3383 or email [julie.thomas@ct.gov](mailto:julie.thomas@ct.gov), and by providing Official Notice of any Event in writing to the State.

## 29. ENVIRONMENTAL INDEMNIFICATION

In addition to Licensee's duties and obligations set forth in Article 23 herein, Licensee shall protect, indemnify, defend, and hold harmless the State, Railroad, and any of their officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person,

property or natural resources, including attorneys' fees and consultants' fees arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Licensee, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Licensee. All of the Licensee's obligations set forth in this Article shall survive the Term of this Agreement or any other agreement or action, including, without limitation, any consent decree, or order, between Licensee, the government of the United States or any department or agency thereof, and/or the State and/or the Municipality.

30. NON-WAIVER OF STATE SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

31. SOVEREIGN IMMUNITY AND CLAIMS AGAINST THE STATE

- a) It is understood and agreed by the Parties hereto, that Licensee shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Licensee, unless requested to do so by the State.
- b) The Licensee agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Licensee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

32. HEADINGS

Headings herein are provided for convenience only and shall not be used to construe meaning or intent of the Parties.

33. ADMINISTRATIVE AND STATUTORY REQUIREMENTS

Licensee shall comply with the provisions contained in Exhibit "D" entitled "Administrative and Statutory Requirements" (including attachments), a copy of which is attached and hereby made a part of this Agreement.

**List of Attachments**

Exhibit A – “Premises” / Location Map

Exhibit B – “Plans” / Approved Engineering Drawings

Exhibit C – Bond Form

Exhibit D – Administrative and Statutory Requirements

DRAFT

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Joseph Giuliatti, Commissioner

By \_\_\_\_\_  
Richard W. Andreski  
Bureau Chief  
Bureau of Public Transportation

\_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF CONNECTICUT)  
) ss: Newington \_\_\_\_\_, 20\_\_\_\_  
COUNTY OF HARTFORD)

Personally appeared for the State, Richard W. Andreski, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief of the Bureau of Public Transportation, before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

LICENSEE  
[ Insert COMPANY NAME]

By \_\_\_\_\_  
[Insert Designated Name]  
[Insert Title]

Date: \_\_\_\_\_

STATE OF )  
                  ) ss: \_\_\_\_\_ 20\_\_  
COUNTY OF )

Personally appeared for the Licensee, [Insert Name], Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of [Insert Company Name], and his free act and deed as [Insert Title], before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

Office of Policy and Management approval per Connecticut General Statute 4-67g(f)

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Paul Hirsch, Policy Director  
Office of Policy and Management  
State of Connecticut

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Date



APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

## EXHIBIT D

### Administrative and Statutory Requirements

**1. Jurisdiction.** The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Licensee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**2. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Licensee's request, the Department shall provide a copy of these orders to the Licensee.

**3. Suspension and Debarment.** Suspended or debarred contractors, licensees, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(d) The signature on the Agreement by the Licensee shall constitute certification that to the best of its knowledge and belief the Licensee or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State, Federal department or agency;
- (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e) Where the Licensee is unable to certify to any of the statements in this certification, the Licensee shall attach an explanation to this Agreement.

The Licensee agrees to ensure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts, and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participant(s) certify, by submission of its/their proposal, that neither its/their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (ii) Where the prospective subcontractors, sub-subcontractors participant(s) are unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.

**4. Americans with Disabilities Compliance.** This clause applies to those Licensees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Licensee represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Licensee to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Licensee. The Licensee warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

**5. State Ethics Policy.** The Licensee hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007 and any Amendments; a copy of which is attached hereto and made a part hereof.

**6. Title VI of the Civil Rights Act of 1964 Compliance.** As a condition to receiving federal financial assistance under the Agreement, if any, the Licensee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances/DOT Order No. 1050 2A" attached hereto, all of which are hereby made a part of this Agreement.

**7. Equal Employment Opportunity Compliance.** The Licensee hereby acknowledges and agrees to comply with the "Connecticut Required Contract/Agreement Provisions Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, as may be amended from time to time, a copy of which is attached hereto and made a part hereof.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

**POLICY  
STATEMENT**

**POLICY NO. F&A-10**

**June 1, 2007**

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services  
20 Trinity Street, Suite 205  
Hartford, CT 06106

**To contact the Office of State Ethics:**

Office of State Ethics

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Tel. (860) 566-4472  
Facs. (860) 566-3806

Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

### **Enforcement**

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

### **Prohibited Activities**

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.  
The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents. This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.
2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any

individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.  
Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.  
Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.
8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court

appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.

10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees **after they leave State service. Upon leaving State service:**

- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.
13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:
    - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
    - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
    - Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

#### **Training for DOT Employees**

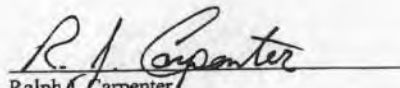
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

#### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
Ralph J. Carpenter  
COMMISSIONER

The United States Department of Transportation (USDOT)  
Standard Title VI/Nondiscrimination Assurances  
DOT Order No. 1050.2A

The Connecticut Department of Transportation (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49CFR Part 21 (entitled Nondiscrimination In *Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975; ,



- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice); and
- Executive Order #13166 (Limited-English-Proficiency),

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*No person in the United States shall, on the grounds of race, color, or national origin, be excluded from - participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973}, by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federal-aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The Recipient in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

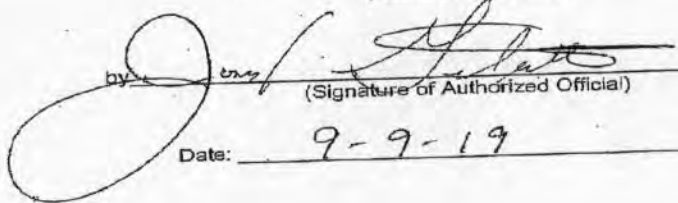
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Connecticut Department of Transportation also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Connecticut Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-aid Highway Program. This ASSURANCE is binding on the Connecticut Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees,

successors in interest, and any other participants in the Federal-aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Connecticut Department of Transportation  
(Name of Recipient)

by:  \_\_\_\_\_  
(Signature of Authorized Official)

Date: 9-9-19

#### APPENDIX A THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

##### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of Sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49-CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; .
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

March 3, 2009

## **CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. **General:**
  - a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to

race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7.

**Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8.

**Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.



c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being

required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

**11. Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



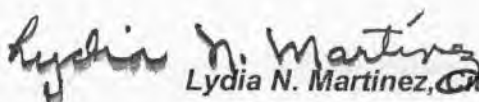
OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number: 91-20  
Submitting Department / Office of Planning and Economic Development  
Contact Name Bill Coleman, Deputy Director  
Subject: Proposed Resolution with CT Department of Transportation – Highway Division to enter into Highway Encroachment Agreements to beautify the highway underpasses of I-95 and Route 8 and 25 located within the City.  
Referred to Committee: Immediate Consideration  
City Council Date: July 6, 2021

**Attest:**

  
Lydia N. Martinez, City Clerk

Date

**Approved by:**

  
Joseph P. Ganim, Mayor

7/19/21  
Date

ATTEST  
CITY CLERK  
21 JUL 19 PM 2:25  
RECEIVED  
CITY CLERKS OFFICE



*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

June 30, 2021

Honorable City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: **CT DOT Encroachment Agreement(s)-Highway Underpasses-Immediate Consideration**

Dear Madam City Clerk:

The attached resolution would authorize the City to enter into Encroachment Agreements with the Connecticut Department of Transportation – Highway Division. These Encroachment Agreements will allow the City permission (from the State) to beautify the highway underpasses of I-95 and Routes 8 and 25. The City intends to begin this work with the beautification of the I-95 underpass at Myrtle Avenue. Immediate consideration will allow work to begin this summer. Thank you

Truly Yours,

*Bill Coleman*

Bill Coleman  
Deputy Director

C: Tom Gill, Director  
Lynn Haig, Planning Director  
Attorney Tyisha Tom, Esq.  
Tom Gaudett, Mayor's Office

RECEIVED  
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21 JUN 30 PM 3:55  
ATTEST  
CITY CLERK \_\_\_\_\_

## RESOLUTION

### AUTHORIZING THE CITY TO ENTER INTO HIGHWAY ENCROACHMENT AGREEMENTS WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION ("DOT")

**WHEREAS**, the City desires to beautify the highway underpasses (of I-95 and of Routes 8 and 25) with paint and other art installations;

**WHEREAS**, the City has received conceptual approval from the State DOT to paint the highway underpass at Myrtle Avenue and South Avenue (the "Myrtle Underpass");

**WHEREAS**, in order to receive the State DOT's permission to beautify the Myrtle Underpass, the City must first execute the attached Encroachment Agreement (the "Myrtle Avenue Encroachment Agreement");

**WHEREAS**, in order to receive the State DOT's further permission to beautify any of the other highway underpasses (of I-95 and Routes 8 and 25) located within the city (the "Other Highway Underpasses"), the City will have to execute additional State DOT Encroachment Agreements (the "Subsequent Highway Encroachment Agreements") that are substantially similar to the attached Myrtle Avenue Agreement;

**WHEREAS**, the Myrtle Avenue Encroachment Agreement requires that the City accept the responsibility for maintaining the artistic painting; and

**WHEREAS**, the Subsequent Highway Encroachment Agreements would establish similar ongoing maintenance requirements of the City;

**WHEREAS**, the City anticipates being able to meet such maintenance requirements and recognizes the value in improving the appearance of both the Myrtle Avenue Underpass and the Other Highway Underpasses;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or his designee is authorized to execute the attached Myrtle Avenue Encroachment Agreement in substantially the form attached hereto, and is further authorized to execute any and all Subsequent Highway Encroachment Agreements, (provided that they are deemed by the Office of the City Attorney to be substantially similar to the Myrtle Avenue Encroachment Agreement attached hereto), and is further authorized to take all other actions and to 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.



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

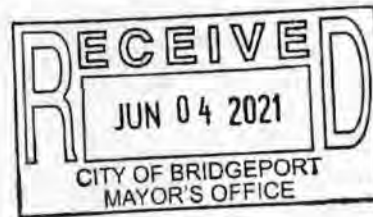


2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2614

May 27, 2021

The Honorable Joseph P. Ganim  
Mayor of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604



Dear Mayor Ganim:


Subject: Encroachment Agreement No. 5.14-02(21)  
Aesthetic Art (Mural) on I-95 Underpass at Myrtle Avenue in Bridgeport

Enclosed are two copies of the subject Encroachment Agreement prepared for signature. When completed, the Agreement, in conjunction with the Encroachment Permit will allow your organization to construct and thereafter maintain the City Mural within the State Highway Right of Way as described in Encroachment Agreement No. 5.14-02(21) and Permit No. 3022378 in the City of Bridgeport.

Any alterations or deletions of this Agreement No. 5.14-02(21) will void this authorization for the City to work in the State Right of Way. Please comply with the following instructions: (a) affix your signature and the date in the space provided on each of the two copies of the Agreement; (b) have the correct acknowledgement executed by a Notary Public, affixing the embossed seal and date of commission expiration adjacent to the signature; and (c) return both copies to this office for Department of Transportation signatures.

If there are any questions, please contact Christopher S. Brochu of Maintenance Administration at [chris.brochu@ct.gov](mailto:chris.brochu@ct.gov).

Sincerely,

  
Andrew S. Morrill  
Transportation Maintenance Manager  
Bureau of Highway Operations

Enclosures

Agreement No. 5.14-02(21)

**MAINTENANCE AGREEMENT**

Between

**THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION**

And

**THE CITY OF BRIDGEPORT**

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by and between the State of Connecticut, Department of Transportation, Joseph Giuliotti, Commissioner, acting herein by Paul Rizzo, Bureau Chief, Bureau of Highway Operations, Department of Transportation, duly authorized, hereinafter referred to as the "State", and the City of Bridgeport, having its principal place of business at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, CT 06604, Joseph P. Ganim, Mayor, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties"

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to work within the State highway right of way, for the installation of a painted mural or other aesthetic art, on I-95 Underpass at Myrtle Avenue in the City of Bridgeport, hereinafter referred to as the "Project";

WHEREAS, the initial installation and maintenance will be performed by the Municipality and /or there subcontractors;

WHEREAS, the Project is more fully described and defined in the following documents:

(a) Encroachment Permit No: 3022378

(b) Plan/Drawing entitled: Image A & B Area to be Painted (North Facing Façade I-95 Overpass, Myrtle & South Ave)

all of which are hereinafter referred to as the "Supporting Documents" and are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows:

**SECTION 1. DEFINITIONS:**

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined in the Whereas clauses.

The Term "DOT" is defined as "The Department of Transportation".

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

**SECTION 2 THE SECOND PARTY SHALL:**

2.01 Entirely at its own cost and expense;

(a) construct, or have its subcontractor construct, the project in accordance with the plans and permit,

(b) maintain, or have its subcontractor maintain the project. All construction and maintenance activities shall be subject at all times to all the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the Parties hereto that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entirety.

2.02 Perform all work required under the terms of this Agreement in accordance with the standard practices of the State and with the terms and conditions of the following documents:

(a) Encroachment Permit No: 3022378



- (b) The States Standard Encroachment Agreement Specifications & Covenants", Connecticut Department of Transportation, dated August 2019, set forth on Exhibit A;
- (c) The States "Guidelines for Aesthetic Objects and Treatments within CTDOT ROW", as may be amended from time to time, most recent available on Dot's website
- (d) The Mandatory State and Federal Administrative Requirements" set forth on Exhibit B, as may be amended from time to time.

All of which are hereinafter referred to as "Supporting Documents" and are hereby by reference thereto or by incorporation herein;

2.03 Agree that the effective date of the Permit shall only be established when all requirements for the effectuation of such Permit are met, and the said Permit is to remain in effect until the date of expiration set forth therein unless the same is terminated by revocation by the State, in accordance with the terms of this Agreement, it being understood and agreed by the parties hereto that the said Permit is limited solely to the herein described Project.

2.04 Maintain the Project in accordance with State standards of maintenance as the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance or restoration shall include but not be limited to:

- (a) Securing a new encroachment permit for the maintenance and restoration operations;
- (b) Following the Guidelines "Partnering to improve the Aesthetics of Transportation Corridors and Facilities";
- (c) Repairing and correcting to the DOT's satisfaction any damage to State assets including but not limited to curbing, sidewalks, structures or any other appurtenances within the Department of Transportation Right of Way while installing and maintaining aesthetic art (mural) on the South side of Route 1 between Overlook Drive and Hill Side Drive in the City of Bridgeport.
- (d) Painting over, covering, removal and restoration of artwork shall be sole responsibility of the Second Party including all labor and costs incurred;
- (e) Vandalism affecting the aesthetic objects in State's right of way shall be restored or abandoned and brought back to original condition, inspected and approved by District Maintenance Director or designee.

- 2.05 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.
- 2.06 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether state, federal, or municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.
- 2.07 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Second Party and/or its subcontractor(s), the Second Party shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Second Party shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

(d) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(e) CERTIFICATE OF INSURANCE

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Liability Insurance (1 million dollar Policy) to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(f) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

2.08 (a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage."

2.09 In addition to Section 2.08 of this Agreement, the Second Party hereby agrees as follows:

- (a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.
- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.
- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
- (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or

use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.

(f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.

(g) This provision shall survive this Agreement.

2.10 Agree that nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating damages.

2.11 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement properly executed by both the State and the Second Party changes this requirement.

### **SECTION 3 THE STATE SHALL:**

3.01 Allow the Second Party and its subcontractors to construct and maintain the Project in the manner and to the extent as is more particularly described in Article 2.03 and as shown on the plans.

3.02 Make periodic inspections, as determined by District Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall be reported through the District Maintenance District Director's Office, Connecticut Department of Transportation, in writing, to the Office of the Director, located the District 3 Pond Lily Avenue office in New Haven.

3.04 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Project requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.

3.05 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all insurance required by the State as a condition precedent to the issuance of such permits that concern the Project being maintained by the Second Party pursuant to this Agreement.

3.06 Reserve the right to investigate and to inspect the Project including appurtenances.

- 3.07 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

**SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY:**

- 4.01 Agree that the State assumes no obligations or liability for payment of costs or expenses with regard to or related to the project.
- 4.02 Agree that, if in the opinion of the State, the Project malfunctions or ceases to function or causes any damage or any threat of damage to State property, the Second Party with the written permission of the State at each occurrence, shall immediately repair such damage and/or remove any such threat of damage to State property to the satisfaction of the State (in addition to any payment(s) of damages to third parties, if any) or after written notice to the Second Party, the State shall take steps to repair such damage and/or remove any such threat of damage to State property and all costs incurred thereby shall be reimbursed by the Second Party to the State, it being understood and agreed by the Second Party that any and all consequential damages, if any, resulting from such action(s) of the State in repairing such damage and/or removing any such threat of damage, shall be borne completely by the Second Party in addition to the reimbursement(s) to the State herein specified.
- 4.03 Agree that this Agreement shall commence and take effect upon its execution by the State.
- 4.04 Agree that the duration of this agreement shall not be limited by the term of the permit issued by the State. However, it is mutually agreed by the parties hereto that the State, upon written notice, may, in its sole discretion, terminate this agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.
- 4.05 Agree that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such notice:

The person(s) acting herein as signatory for the Second

Party receiving such notice;

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the Party(ies) to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 4.06 Agree that the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".
- 4.07 Agree that the Second Party shall record the Agreement (including any supplements thereto, if any) in the land records of the town(s) wherein the Project is located, at no expense to the State; and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure to record the Agreement as specified herein, is understood to be sufficient grounds for the State to revoke the Permit, terminate the Agreement, or both, whichever is (are) deemed appropriate by the State.
- 4.08 Agree that the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.



4.09 Agree that the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this subsection conflicts with any other subsection, this subsection shall govern.

4.10 Agree that all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the second Party.

4.11 Agree that this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both Parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.

4.12 Agree that in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

4.13 Agree that if any term or provision of this agreement or its application to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to circumstances other

than those as to which it is held invalid or unenforceable shall not be affected thereby and each remaining term and provision of this agreement shall be valid and enforced to the fullest extent possible by the law.

4.14 Agree that each recital and Exhibit referred to in this Agreement shall be considered a part of this agreement as if fully set forth herein.

4.15 Agree that this Agreement may be executed in counterparts, which together shall constitute a single binding agreement.

Agreement No. 5.14-02(21)

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Bureau of Highway Operations

Bonnie Murone  
Name: Bonnie Murone

By: Paul Rizzo  
Paul Rizzo  
Bureau Chief  
Bureau of Highway Operations

Ricki Rizzo  
Name: Ricki Rizzo

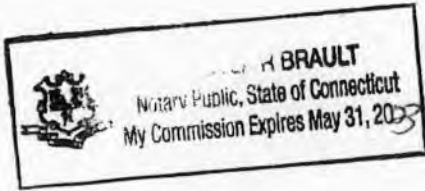
Date: 5/27/2021

STATE OF CONNECTICUT )  
COUNTY OF Various ) ss: Various 5/27/2021 A.D., 2021  
Date

Personally appeared for the State, Paul Rizzo, Signer of the foregoing instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief, before me.

My Commission Expires:

[Signature]  
Notary Public



Date: 5/27/2021

Agreement No. 5.14-02 (21)

WITNESSES:

SECOND PARTY

City of Bridgeport

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Joseph P. Ganim  
Mayor

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

STATE OF )  
                  ) SS:  
COUNTY OF )

A.D., 2021

Personally appeared for the Second Party, Joseph P. Ganim, City of Bridgeport, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of Joseph P. Ganim and his free act and deed as Mayor before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

FILE COPY

TOWN BRIDGEPORT	ROUTE NO. 95	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 5/6/2021	PERMIT NO <b>3022378</b> Page 1 of 2
NAME OF HIGHWAY Route 95			DATE EFFECTIVE 5/6/2021	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS  95 Underpass at Myrtle Avenue			DATE OF EXPIRATION 5/6/2022	AMT. OF SURETY BOND CERTIFY CHECK
TO: CITY OF BRIDGEPORT 999 BROAD STREET BRIDGEPORT, CT 06606 ATTN: Mayor's Office - Mayor Joseph P Ganim			SURETY COMPANY/BANK	
			BOND NUMBER: PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE.	
			FEE: no fee DATE REC'D:	PO/WO NO:

Permission is hereby granted to do the following work under the control and direction of the Department of Transportation, Bureau of Engineering and Highway Operations at the location designated hereon, subject to the statements made on the application for permit, and to the pertinent provisions of the current Highway Encroachment Permit Regulations manual, including amendments thereto.

This permit does not become effective until all necessary local and State licenses and permits are obtained by the Permittee or designated agent, and further the Permittee shall be subject to all Federal, State and local regulations.

This permit is issued in strict compliance with, but not limited by, the following specific requirements, referenced attachments, and the current edition of Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction as applicable.

**The Department of Transportation Permit Inspector, Stephen Tucker 860-371-1024, MUST BE NOTIFIED AND THE CALL BEFORE YOU DIG REQUEST NUMBER RECORDED 48 HOURS IN ADVANCE OF STARTING WORK ON THE PROJECT. REQUEST NO. \_\_\_\_\_**

In accordance with the Department of Transportation "Guidelines for Aesthetic Objects and Treatments within CTDOT ROW (Public Art), dated September 2019 permission is granted to allow for the painting of murals within the CTDOT ROW on Bridge No.00106 , Route 95 Myrtle Street underpass, as delineated on the permit application received on 4/16/2021 and in accordance with Maintenance Agreement between the State of ----- Page ----- All work shall conform with the Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction", the latest Department Standard Details, and the following stipulations:

- A copy of this permit must be available on site during any work that is being performed.
- A detailed work plan must be submitted to the DOT inspector 3 business days prior to the start of the project. This may be in the form of a written summary of the sequencing of the mural painting process.
- Vehicular and pedestrian traffic must be adequately protected through the use of appropriate traffic control patterns. Uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council may be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" and must meet NCHRP 350 requirements.
- No work that will interfere with the flow of traffic will be permitted before 8:30 a.m. and after 4:00 p.m., Monday through Friday.
- No permit work within the highway right of way will be permitted after 12 PM the day before a State holiday or resumed until after 12 PM the day following the holiday, unless otherwise approved by the DOT Inspector. Weekends shall be considered as part of the holiday when the legal holiday falls on either Friday or Monday.
- All liability is assumed by the permittee. All areas disturbed as a result of this operation will be restored to the equivalency of their original condition or better at permittee's expense. The permittee will be billed in full by the Department for engineering and replacement costs of any area disturbed or destroyed by the permitted operations.

The Permit Inspector must be notified upon completion of work for final inspection and approval.

**CALL Before you DIG! TOLL FREE, STATEWIDE 1-800-922-4455**

Any and all liability for injury, damage or loss resulting from such work as may be undertaken under the terms of this permit is assumed by the Permittee. The Permittee is hereby designated responsible for all future maintenance of all installations or encroachments constructed under this Permit, which in the sole judgement of the State are not part of the highway appurtenances normally maintained by the State.

The Permittee hereby agrees to indemnify and hold harmless the State of Connecticut for any and all such injury, damage, or loss that may be incurred, either directly, or as a result of said work, and to reimburse the Department of Transportation for any expenses incurred due to the performance of any such work undertaken under the terms of this permit.

This permit is revocable at the discretion of the Department of Transportation Commissioner or designated representative.

FILE COPY

TOWN BRIDGEPORT	ROUTE NO. 95	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 5/6/2021	PERMIT NO. <b>3022378</b> Page 2 of 2
NAME OF HIGHWAY Route 95			DATE EFFECTIVE 5/6/2021	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS 95 Underpass at Myrtle Avenue			DATE OF EXPIRATION 5/6/2022	AMT. OF SURETY BOND CERTIFY CHECK
			SURETY COMPANY/BANK	
TO: CITY OF BRIDGEPORT 999 BROAD STREET BRIDGEPORT, CT 06606 ATTN: Mayor's Office - Mayor Joseph P Ganim			BOND NUMBER: PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE.	
			FEE, no fee DATE REC'D: POWO NO:	
<p>- The City of Bridgeport has agreed to be solely and financially responsible for any damage, or vandalism to "said" mural and may elect to restore or paint over. The City of Bridgeport agrees that in the event the State deems it advisable, convenient, or necessary to paint over the mural, the City shall be responsible for such work and all associated expense.</p> <p>- Requirements of the permit are subject to change as field condition warrant. Any change will require a review and prior approval by the District Office.</p> <p>- State standard restoration requirements shall apply to all areas disturbed within the state right of way as a result of the work and shall meet DOT requirements.</p> <p>INSURANCE EXPIRES: N/A --work performed by City Employees PRIOR TO THE INSURANCE EXPIRATION DATE, THE PERMITEE MUST SUBMIT AN UPDATED CERTIFICATE OF INSURANCE TO DOCUMENT APPROPRIATE CONTINUING INSURANCE COVERAGE</p>				
PERMITEE'S SIGNATURE	DATE	DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS BY Steve Moran		
		DISTRICT MAINTENANCE DIRECTOR		

**EXHIBIT A**  
**STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS**  
**CONNECTICUT DEPARTMENT OF TRANSPORTATION**  
**August 2019**

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

- (1) The Second Party shall not perform any maintenance prior to the effective date of the Permit specified as a component of the Supporting Documents identified in the Agreement.
- (2) The Second Party shall assume all maintenance of the Project from the effective date of the Permit and through completion of the Project. Such maintenance shall include, but not be limited to, the adequate maintenance and protection of traffic at all times during all phases of the Project in accordance with the terms of the Permit.
- (3) The Second Party shall provide, upon the completion of the Project, and upon obtaining written permission of the State on each such occurrence, all physical maintenance of all portions of the Project within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.
- (4) In the event that the State deems it advisable, convenient or necessary to design, construct, reconstruct, install or maintain a highway or portion thereof or any storm drainage facilities or any other highway appurtenance or construction activity within the Project area, the Second Party shall bear the entire cost of relocating the Project that may be required as a result of such future State activity.
- (5) The Second Party acknowledges that notwithstanding the fact that it may be eligible for reimbursement from the State under the laws of the State of Connecticut, for its costs to readjust, relocate or remove the Project within or from the State highway right of way, the Second Party, on behalf of itself and its successors in interest, does herein waive any right to reimbursement that it may have against the State with respect to the Project.

This provision shall survive the Agreement.

**EXHIBIT B**  
**and Schedules 1-3**  
**MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS**

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and



(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(5) This clause applies to those second parties who are or will be responsible for compliance with the terms of the American with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

(6) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as set forth in Exhibit B, Schedule 3 (attached herewith and incorporated by reference), as may be amended from time to time, as a material term of any contracts/ agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/ agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

## Schedule 1

### TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



Schedule 2  
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

**POLICY NO. F&A-10**  
**June 1, 2007**

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

<b>The DOT Ethics Compliance Officer is:</b>	<b>To contact the Office of State Ethics:</b>
Denise Rodosevich, Managing Attorney Office of Legal Services	Office of State Ethics 20 Trinity Street, Suite 205 Hartford, CT 06106
<b>For questions, contact the Ethics Compliance Officer's Designee:</b>	Tel. (860) 566-4472 Facs. (860) 566-3806 Web: <a href="http://www.ethics.state.ct.us">www.ethics.state.ct.us</a>

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office

of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

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Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



## **CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

**1. General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

**2. Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

**3. Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for

employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs

aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

**9. Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work

and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11.

**Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

Item# \*21-20 Consent Calendar

Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 8.90 - Regulation of the Sales and Marketing of Tobacco Products, **DENIED.**



**Report  
of  
Committee  
on  
Ordinance**

City Council Meeting Date: July 6, 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 JUL 19 PM 2:25  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*21-20 Consent Calendar**

**Whereas**, tobacco companies have long used all different types of flavored products to attract kids, starting with menthol cigarettes and now continuing with e-cigarettes. **According to the 2020 National Youth Tobacco Survey**, youth usage of electronic cigarettes is still a public health crisis and has "increased dramatically" from 2011 with 3.6 million youth still using e-cigarettes; and

**Whereas**, flavors are a big reason why. As reported in JAMA, 81% of youth who have ever used tobacco of any kind started with a flavored product. Additionally, according to the survey, more than eight out of 10 youth e-cigarette users reported using the flavored products.

**Whereas**, it is imperative for the current and future health of our City and state's youth to ban flavored tobacco products; and

**Whereas**, we must stand up for **all** people's health and say NO to the sale of all flavored tobacco products including menthol cigarettes and flavored cigars in addition to e-cigarettes. No matter what type of tobacco you're talking about, these kid-friendly flavors are addictive and the products they sweeten are deadly; and

**Now, Therefore, Be It Resolved** by the Bridgeport city Council that that the language in the attached Word document be incorporated into City Code Chapter 8.90 - REGULATION OF THE SALES AND MARKETING OF TOBACCO PRODUCTS.

(Attachment)

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

\_\_\_\_\_  
Marcus A. Brown, Co-Chair

\_\_\_\_\_  
Eneida L. Martinez, Co-Chair

\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Ernest E. Newton, II

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Avelino D. Silva

\_\_\_\_\_  
Maria I. Valle

*City Council Date: July 6, 2021 (Denied)*

## Chapter 8.90 - REGULATION OF THE SALES AND MARKETING OF TOBACCO PRODUCTS<sup>41</sup>

### Footnotes:

--- (4) ---

**Editor's note**— An Ordinance dated January 22, 2019, amended Ch. 8.90 in its entirety to read as herein set out. Former Ch. 8.90, §§ 8.90.010—8.90.070, pertained to regulation of the marketing of tobacco products to children, and derived from an Ord. dated March 15, 1999; an Ord. dated Nov. 1, 1999; an Ord. dated Nov. 3, 2008; an Ord. dated May 16, 2016.

### 8.90.010 - Short title.

This chapter shall be known and may be cited as the "Bridgeport tobacco sales and marketing ordinance."

(Ord. dated 1/22/19)

### 8.90.020 - Purpose of chapter.

- A. It is declared to be the public policy of the city to reduce the exposure of its children to the marketing of tobacco products in order to promote their health, safety and welfare. The city finds that the use of tobacco products has prevalent, material, and predictable deleterious impacts on the health of individuals and is therefore a significant threat to the public health of its inhabitants. Thousands of users of tobacco products and other individuals exposed to second-hand smoke die or are stricken with illnesses every year that are attributed to tobacco use. Tobacco advertising, whether intended to promote tobacco use or only to compete for market share, has the consequence of promoting tobacco use. Tobacco advertising helps significantly to induce children and older youth to initiate tobacco use. Children and older youth are more receptive than adults to the clever images and messages contained in tobacco advertising and are likely to purchase the most heavily-advertised brands. ~~Exposure to tobacco marketing, adult smoking, and peer smoking are the greatest risk factors for teenage children and older youth that decide to smoke. Of these, exposure to marketing is the greatest risk factor.~~ The U.S. Surgeon General has established that there is a causal relationship between advertising and promotional efforts of tobacco companies and youth and young adult initiation and use of tobacco. The prohibition on sales to children and older youth is useful but is insufficient alone to discourage tobacco use among children and older youth.
- B. The city believes that additional measures must be taken to reduce the exposure of minors to tobacco advertising. Pursuant to the statutes of the State of Connecticut, the city has the power to regulate and prohibit any trade or business which is or may become prejudicial to public health and may make lawful regulations and ordinances in furtherance of public health. Therefore, to encourage the protection of the public health, the city seeks to reduce the exposure of children and older youth to tobacco sales, marketing and use by taking measures that include:
1. Prohibiting certain outdoor advertising in public places and certain indoor advertising of tobacco products in places likely to be frequented by children and older youth;
  2. Prohibiting the marketing of tobacco products in proximity to schools, parks and other locations frequented by children and older youth;
  3. Prohibiting certain tobacco marketing methods that are aimed at children and older youth or are likely to induce or encourage the use of tobacco products among children and older youth;
  4. Creating a permit system with penalties as a means of enforcing the requirements of this chapter on those who sell tobacco products; and



5. Prohibiting the use of tobacco products at all Bridgeport public schools.
- C. It is declared to be the public policy of the city to reduce youth access to tobacco products to promote the health, safety, and welfare of Bridgeport's youth. Raising the minimum legal sale and distribution age for all tobacco products to twenty-one (21) reduces access to these products by youth, as teens often acquire such products from social networks, including older friends: the vast majority of those providing nicotine and tobacco products for youth aged seventeen (17) and under are themselves between eighteen (18) and twenty (21) years old and are able to purchase legally.
- ~~D. Select findings from the 2017 Connecticut School Health Survey reflect over one-third of Connecticut high school students (nearly fifty-nine thousand (59,000)) report having ever tried some form a tobacco and current tobacco use is reported at 17.9%. The YTS survey shows the vast majority of youth are using flavored tobacco products, e-cigarettes and vaping devices, and although cigarette smoking has decreased among Connecticut youth, the use of electronic cigarettes and vaping devices continues to increase at an alarming rate, with current use reported at 14.7% and shows usage increasing with age. When asked how they accessed these products, the majority of youth surveyed (59.3%) reported they obtained their e-cigarettes from a friend.~~
- ~~DE. The Institute of Medicine predicted in a 2015 report that raising the minimum legal sales age for tobacco products to twenty-one (21) nationwide will have a substantial positive impact on public health and provide long-term declines in smoking rates by reducing tobacco initiation among adolescents aged 15-17 by twenty five (25) percent and overall prevalence of tobacco use by twelve (12) percent.~~
- E. Select findings from the 2019 Youth Risk Behavior Survey show that 28.7% of Connecticut high school students are current tobacco uses, 27.0% are current e-cigarette users, and of those current e-cigarette users, 31.5% are frequent users (use on 20+ days/month). Frequent use is a strong indication of addiction.
- F. The tobacco industry has a long history of targeting kids with flavored products and flavors play a key role in youth initiation and continued use of tobacco products. Eight out of ten youth who have ever used a tobacco product initiated with a flavored product.
- G. E-cigarettes are sold in over 15,000 flavors, from mint and menthol to gummy bear and cotton candy. 82.9% of youth e-cigarette users use flavored products and 70.3% of current youth e-cigarette users say they use e-cigarettes "because they come in flavors I like."
- H. About half of all youth smokers use menthol cigarettes. Menthol cools and numbs the throat and reduces irritation, making menthol cigarettes an appealing option for youth who are initiating tobacco use. The U.S. Food and Drug Administration has concluded that menthol cigarettes lead to increased smoking initiation among youth and young adults, greater addiction, and decreased success in quitting smoking. In addition to their popularity among youth, menthol cigarettes are disproportionately used by communities of color.
- I. The city believes that additional measures must be taken to reduce youth access to all Tobacco Products. Pursuant to the statutes of the State of Connecticut, the city has the power to regulate and prohibit any trade or business which is or may become prejudicial to public health and may make lawful regulations and ordinances in furtherance of public health. Therefore, to encourage the protection of public health, the city seeks to prevent and reduce youth access to tobacco products by taking measures that include:
1. Prohibiting the sale of all tobacco products to persons under the age of twenty-one (21).
  2. Requiring tobacco retailers to verify age by examining valid identification.
  3. Requiring tobacco retailers to display signage that informs persons "The sale of tobacco or nicotine products or devices to persons under 21 is prohibited."
  4. Prohibiting the sale of all flavored tobacco products.
  5. Using existing tobacco permit system as a means of enforcing the requirements of this Chapter.

(Ord. dated 1/22/19)

8.90.030 - Definitions.

When used in this chapter, the following words and terms shall have the following meanings:

"Public park" means any public park of the city, whether designated as a park, park land, open spaces or recreation areas on the master plan of the city or on local zoning, assessment, engineering or geographic information system maps, as well as any other location used as a park within the city.

"Public place" means any public area, including public parks and public schools, where a tobacco advertisement is located or from which a tobacco advertisement on public or private property can be seen, including, but not limited exclusively to, advertisements on billboards, buildings, store fronts, public transportation vehicles including buses, taxicabs, ferry boats, government buildings, government real property, and tobacco advertisements at all places of public convenience frequented or likely to be frequented by children and older youth, including without limitation sports or entertainment facilities, fields and arenas open to the public, except for adult establishments such as bars, nightclubs and other places of public entertainment where children and older youth are excluded by law.

A "public place" does not mean or include any location intended to be visible only by those inside a premises, a private residence or a multiple dwelling unit.

"Public school" includes all pre-school, elementary, intermediate and high schools, and all other schools that come under the jurisdiction of the board of education.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Flavored tobacco product" means any tobacco product that imparts a taste or smell, other than the taste or smell of tobacco either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb, or spice.

"Tobacco" or "tobacco products" means any product containing, made, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, snorted, sniffed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, cigarettes, e-liquids, cigars, little cigars, pipe tobacco, chewing tobacco, snuff, or snus. "Tobacco" or "tobacco products" also means electronic smoking device and any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or any component, part, or accessory of 1) or 2), whether or not any of these contains tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, flavor enhancers, or pipes, delivery systems, including any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device including, but not limited to, e-cigarettes, e-cigars, e-pipes, vapor products, or e-hookahs. "Tobacco" or "tobacco products" also means any component or accessory used in the consumption of tobacco products, whether or not they contain nicotine, including, but not limited to, filters, cartridges, pods, pens, rolling papers, or pipes.

"Tobacco" or "tobacco products" does not include drugs, devices, or combination products authorized for sale as a tobacco cessation product approved by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

"Tobacco advertisement" means the use of any promotional material in any media to market tobacco products or to promote tobacco use, including the sponsorship of sporting or entertainment events or the sponsorship of individual teams, entrants or competitors, advertising the sale or promoting the use of tobacco products in a public place, except retailers of tobacco products who may use only tombstone

advertising after such retailer obtains a tobacco marketing permit pursuant to this chapter. A "tobacco advertisement" does not include advertisements on commercial vehicles used for transporting tobacco or tobacco products or any sign that contains the name or slogan of the business located within the premises on which such sign is located, provided such sign does not contain a brand name of a tobacco product.

"Tobacco permit" means the permit specified herein which must be obtained from the health department by every Tobacco Retailer which sells or offers for sale tobacco products directly to the public.

"Tobacco retailer" means any individual, firm, partnership, joint venture, association, joint stock company, corporation, unincorporated business entity, or any other group or combination acting as a unit that owns or operates ~~any manufacturer, producer, distributor, supplier, wholesaler or retailer of tobacco products.~~ "Tobacco retailer" does not mean the employees of an owner or operator of any manufacturer, producer, distributor, supplier, wholesaler or retailer of tobacco products. a business selling or offering for sale tobacco products to consumers.

"Tobacco sale" means the actual retail sale, including both face-to-face and delivery sales and all self-service sales methods, and free distribution or giveaway of tobacco products alone or in combination with other goods, services, merchandise or marketing promotions, as well as the sale or distribution of individual cigarettes or cigars or the sale or distribution of a lesser number of cigarettes or cigars than the advertised count on a typical pack or container.

"Tombstone advertisement" means the posting in public view of announcements as to the availability of tobacco products and the price thereof on a sign or signs, which shall be in a black-and-white format only and may not contain logos, artwork, imagery, slogans or opinions about tobacco products or promote the use thereof.

(Ord. dated 1/22/19)

#### 8.90.040 - Prohibited practices.

- A. Tobacco advertisements are prohibited in public places as specified in this chapter.
- B. Tobacco sales are prohibited by vending machine or other self-vending methods except in places where persons under the age of twenty-one (21) are not permitted access.
- C. Marketing of tobacco products is prohibited in the locations, and in the manners, specified in this chapter.
- D. Tobacco sales are prohibited except in accordance with this chapter after obtaining a tobacco permit described in Section 8.90.050.
- E. Use of tobacco products is prohibited on public school property.
- F. No tobacco retailer shall sell or offer for sale any flavored tobacco product, or display, market, or advertise for sale in this city any flavored tobacco product.

There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:

1. Made a public statement or claim that the tobacco product imparts a taste or smell other than the taste or smell of tobacco;
2. Used text or images, or both, on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a taste or smell other than tobacco.

(Ord. dated 1/22/19)

8.90.050 - Minimum legal sales age, signage, and enforcement.

- A. No Tobacco Retailer shall themselves, or through any agent, employee, or representative, give, sell, barter, or otherwise distribute any tobacco product to any person under twenty-one (21) years of age, or sell or offer to sell any flavored tobacco product.
- B. Each person selling or otherwise distributing tobacco products shall verify the age of the purchaser by means of a government-issued photographic identification containing the bearer's date of birth demonstrating that the purchaser is twenty-one (21) years of age or older. Verification is required for any persons who appears to be under the age of thirty (30).
  1. That a person appeared to be over the age of twenty-one (21) shall not constitute a defense to a violation of this Chapter. If a person fails to provide adequate proof of age, the Tobacco Retailer or the Tobacco Retailer's agent, employee, or representative shall not sell any tobacco product to the person.
- C. "THE SALE OF TOBACCO OR NICOTINE PRODUCTS OR DEVICES TO PERSONS UNDER 21 IS PROHIBITED" signs shall be legibly printed in letters at least one inch high and shall be posted clearly and conspicuously in every location where the products are available for purchase. Signage shall be in multiple languages as needed to be consistent with other facility postings.
- D. Selling or otherwise distributing tobacco products in any place that does not have a sign posted in a conspicuous place is prohibited by law and punishable consistent with this Chapter.
- E. This ~~Section~~ Chapter shall be enforced by the Bridgeport Health Department or its designated agent(s).
  1. From time to time, but at least twice per year, the Bridgeport Health Department shall conduct unannounced compliance checks. The Bridgeport Health Department shall conduct compliance checks to ensure that no flavored tobacco products are being sold or offered for sale, and by engaging persons between the ages of eighteen (18) and twenty (20) to enter licensed premises to attempt to purchase tobacco products. Unannounced follow-up compliance check(s) of all non-compliant tobacco retailers are required within three months of any violation. The results of all compliance checks and inspections shall be published by the Bridgeport Health Department at least annually.
- F. Any citizen who desires to register a complaint pursuant to this Chapter may do so by contacted the Bridgeport Health Department or its designated agent(s), and the Bridgeport Health Department or its designated agent(s) shall investigate.

(Ord. dated 1/22/19)

8.90.060 - Tobacco permit procedure.

- A. All tobacco sales by retailers which commence operations after the effective date of this chapter shall be made only after obtaining a tobacco permit from the health department on a form provided and upon a demonstration of compliance with this chapter. All retailers existing prior to the effective date of this ordinance may continue to make tobacco sales until December 31, 1999. Starting January 1, 2000, all such retailers must obtain a tobacco permit pursuant to this chapter.
- B. The permit fee shall be one hundred fifty dollars (\$150.00) per calendar year, or a pro rata portion thereof based upon the number of months during the calendar year in which such retailer was in operation. The permit fee shall be reviewed and adjusted annually by the Bridgeport Health Department. The fee for a tobacco permit should cover the administrative cost for licensing, education and training, retail inspections, and unannounced compliance checks as outlined in this Chapter.

- C. The duration of a permit shall be for one calendar year.
- D. A permit shall not be transferred from one Tobacco Retailer to another or from one location to another.
- E. No permit shall be issued or renewed to an establishment unless the Tobacco Retailer signs a form stating that the Tobacco Retailer has read this Chapter and has provided training to all employees on the sale of tobacco products. Such training shall include information that the sale of flavored tobacco products is prohibited, tobacco product sales to persons under twenty-one (21) years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to persons under twenty-one (21) years of age shall subject the Tobacco Retailer to penalties.
- F. All permitted premises must be open to inspection by the Bridgeport Health Department during regular business hours.
- G. A permit shall be displayed at all times and shall be exhibited to any person upon request.
- H. No Tobacco Retailer shall engage in the sale of tobacco products without a valid permit.

(Ord. dated 1/22/19)

#### 8.90.070 - Violations and Penalties.

- A. Violations of this chapter by a tobacco retailer shall be punishable by fine or suspension or revocation of the permit, as follows:
  - 1. Upon a first violation of this chapter, the health department shall impose a fine of \$150.00.
  - 2. If a second violation is issued within a thirty-six (36) month period, in addition to the monetary fine of one hundred fifty dollars (\$150.00), the tobacco marketing permit shall be suspended for a period of seven calendar days.
  - 3. If a third violation is issued within a thirty-six (36) month period, in addition to the monetary fine of one hundred fifty dollars (\$150.00), the tobacco permit shall be suspended for thirty (30) days.
  - 4. If a fourth violation is issued within a thirty-six (36) month period, in addition to the monetary fine of one hundred fifty dollars (\$150.00), the tobacco permit shall be revoked.
- B. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense. The decision that a violation has occurred shall be in writing mailed to the tobacco retailer by the Bridgeport Health Department, the notice should specify the chapter and section with which the tobacco retailer is in violation no later than thirty (30) days from the date of the violation. Tobacco retailers have the right to appeal civil penalties in accordance with this Chapter.
- C. Upon suspension or revocation of a tobacco permit, all tobacco products shall be removed from the premises. Failure to remove shall constitute a separate violation punishable by a fine to be set by the Bridgeport Health Department for each and every day of noncompliance.
- D. A tobacco permit issued under this Chapter may also be denied, suspended, or revoked by the Bridgeport Health Department through written notice should the Tobacco Retailer or Tobacco Retailer's agent, employee, or representative, directly or indirectly:
  - 1. Sell tobacco products without a valid tobacco permit
  - 2. Fail to pay fines issued in accordance with this Chapter
  - 3. Have a tobacco retail sales license revoked within the preceding twelve (12) months of the date of application.
  - 4. Fail to provide required information on the application for a tobacco permit or provide false or misleading information on an application for a tobacco permit.

5. Violate federal, state, or local tobacco product sales and use laws

- E. Violations of this chapter by an advertiser, marketer or promoter of tobacco products or promoting the use thereof, other than a retailer, shall be punishable by a fine of one hundred fifty dollars (\$150.00) per day for each day that such violation continues beyond the tenth day after such violation is issued.
- F. All fines collected from violations of this Chapter are to be deposited into a fund administered by the Bridgeport Health Department to cover the administrative costs for licensing, education and training, retail inspections, unannounced compliance checks, and the regulation of marketing of tobacco products.

G. Notwithstanding any law to the contrary, no enforcement agent, police officer, peace officer or other law enforcement officer may stop, question, search or arrest any person: (A) on grounds of or in relation to possession, consumption or purchase of any tobacco product subject to this Chapter[ps1], or (B) for the purpose of inquiring or determining how or from what person or entity the person obtained any tobacco product subject to this Chapter[ps2].

(Ord. dated 1/22/19.)

8.90.080 - Phase-in applicable to certain businesses.

If a retailer or other business owner can demonstrate to the reasonable satisfaction of the health department within sixty (60) days of the effective date of this chapter that it has entered into written agreements that existed on or before April 1, 1999, pertaining to the sale, advertisement, vending machine or other self-service sales method or other marketing of tobacco products that would otherwise be prohibited by this chapter, and further demonstrates that such written agreements would be materially violated or cancelled upon the enforcement of this ordinance against such retailer or business owner, the health department may issue an appropriate waiver of the strict enforcement of one or more of the provisions of this chapter, but only as to such specific business relationship, which waiver shall not be granted for a period in excess of two years from the effective date hereof.

(Ord. dated 1/22/19.)

8.90.090 - Public education.

The Bridgeport Health Department shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this Chapter to citizens affected by it, and to guide tobacco retailers in their compliance. The program may include publication of a brochure for affected tobacco retailers explaining the provisions of this Chapter and signage mandated by this Chapter.

(Ord. dated 1/22/19.)

8.90.100 - Rulemaking authority.

The Bridgeport Health Department is hereby authorized to promulgate rules and regulations to carry out the purpose and intent of this Chapter in order to protect the public health, safety, and welfare.

(Ord. dated 1/22/19.)

8.90.110 - Liberal construction.

This article shall be liberally construed so as to further its purposes.

(Ord. dated 1/22/19)

8.90.120 - Severability.

The provisions of this ~~section~~ Chapter are hereby declared severable, and if any provision, clause, sentence, or paragraph of this ~~section~~ Chapter or the application thereof to any person or circumstances held by a court of component jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this ~~section~~ Chapter that can be given effect.

(Ord. dated 1/22/19)

8.90.130 - Effective date.

This chapter shall be effective upon publication.

(Ord. dated 1/22/19)

Item# \*77-20 Consent Calendar

Resolution Accepting Gift of Grant-Funded Bicycle Racks from Metropolitan Council of Governments.



**Report  
of  
Committee  
On**

**CEA and Environment**

City Council Meeting Date: July 6, 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  
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21 JUL 19 PM 2:25  
ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

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*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. \*77-20 Consent Calendar**

### **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



# City of Bridgeport, Connecticut

## Office of the City Clerk

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**Report of Committee on ECD and Environment**  
**Item No. \*77-20 Consent Calendar**

-2-

**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; and

**WHEREAS**, in addition to these grant-funded bike racks, OPED will secure other funding to place bike racks throughout Bridgeport, with a specific emphasis in the North End;

**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.

**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: July 6, 2021**

Item# \*48-20 Consent Calendar

Settlement of Pending Litigation with Luis Nunez.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 6, 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  
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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

### **Item No. \*48-20 Consent Calendar**

**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Luis Nunez	Personal Injuries	Attorney Robert Berke 640 Clinton Avenue Bridgeport, CT 06605	\$21,500.00

**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



# City of Bridgeport, Connecticut Office of the City Clerk

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Report of Committee on Miscellaneous Matters  
Item No. \*48-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

---

AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

---

Scott Burns, D-130<sup>th</sup>, *Co-chair*

---

Alfredo Castillo, D-136th

---

M. Evette Brantley, D-132nd

---

Matthew McCarthy, D-130th

---

Denese Taylor-Moye, D-131st

---

Samia S. Suliman, D-138th

*Council Date: July 6, 2021*

Item# \*61-20 Consent Calendar

Refund of Excess Payments - Home Depot USA, Inc.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 6, 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  
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21 JUL 19 PM 2:25  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*61-20 Consent Calendar**

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

<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Home Depot USA Inc C/O Property Tax Dept., B-12 P.O. Box 105842 Atlanta, GA 30348	12-129	\$23,134.34
Reference 656 Reservoir Avenue 2019-02-0001216 P--5052835		

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Alfredo Castillo, D-136<sup>th</sup>

\_\_\_\_\_  
M. Evette Brantley, D-132<sup>nd</sup>

\_\_\_\_\_  
Matthew McCarthy, D-130<sup>th</sup>

\_\_\_\_\_  
Denese Taylor-Moye, D-131<sup>st</sup>

\_\_\_\_\_  
Samia S. Suliman, D-138<sup>th</sup>

**City Council Date: July 6, 2021**

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

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

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

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



To Collector of CITY OF BRIDGEPORT State of Connecticut.

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

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

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

PLEASE READ, SIGN, AND DATE BELOW:

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

Gene C Acuff  
Print Name

[Signature]  
Signature of Taxpayer

3/18/2020  
Date

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

To the First Selectman, or \_\_\_\_\_  
It is recommended that refund\* of property taxes and interest in the amount of 23,134.34  
be made to the above-named taxpayer in accordance with the provisions of Section 12-129:

Sec. 12-129 Refund of Excess Payments.

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

ACTION TAKEN BY GOVERNING BODY

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

First Selectman

Other Governing Body

Clerk

\*Cross out abatement or refund as required.

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



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

CAPITAL ONE, N.A.  
P.O. BOX 81540  
NEW ORLEANS, LA 701810000

NO. 1421672

VOID 180 DAYS AFTER ISSUE 542058412 84-72/852

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

PAY

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

\$ \*\* 522,809.44 \*\*

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



Account No: BRIDGEPORT CITY TAX COLLECTOR  
Invoice No: 99544

⑈ 14216726 ⑈ ⑆065200722⑆ 542058412⑈

Item# \*62-20 Consent Calendar

Refund of Excess Payments – Penske Leasing and Rental Co.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 6, 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 JUL 19 PM 2:25  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

### **Item No. \*62-20 Consent Calendar**

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

<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Penske Leasing and Rental Co P.O. Box 1321 Reading, PA 19603-1321	12-129	\$14,233.50
Reference: K98270 2019-03-0106516		

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Alfredo Castillo, D-136<sup>th</sup>

\_\_\_\_\_  
M. Evette Brantley, D-132<sup>nd</sup>

\_\_\_\_\_  
Matthew McCarthy, D-130<sup>th</sup>

\_\_\_\_\_  
Denese Taylor-Moye, D-131<sup>st</sup>

\_\_\_\_\_  
Samia S. Suliman, D-138<sup>th</sup>

**City Council Date: July 6, 2021**



**TAX COLLECTOR  
CITY OF BRIDGEPORT  
325 CONGRESS STREET  
BRIDGEPORT, CT 06604**

TAAPAYER'S COPY

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

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

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

**BACK TAXES ALSO DUE**

Call (203) 576-7271 or go online to [www.bridgeportct.gov](http://www.bridgeportct.gov)  
updated interest charges on past due amounts.



01519100037049001573833000000000157383300000000&000314766676

**Last day to pay without penalty is August 3, 2020**  
**Why wait in line when you can pay online?**  
**To look up your bill or pay online at [www.bridgeportct.gov](http://www.bridgeportct.gov)**

BILL #	YEAR	MAKE	MODEL	VIN #	CC	REG #	COC #	VALUE	EXEMPT	1ST/INST	2ND/INST	TOTAL DUE
0106503	2018	FRHT	M2	1FVHCYFE9JHJR2649	02	61748A		69560	0	1,565.10	1,565.10	3,130.20
0106504	2018	INTL	LT62	3HSDZTZR5JN439589	02	61913A		86100	0	1,937.25	1,937.25	3,874.50
0106505	2018	INTL	LT62	3HSDZTZR3JN439588	02	61978A		86100	0	1,937.25	1,937.25	3,874.50
0106506	2018	FRHT	M210	3ALHCYF80JD94827	02	62212A		74540	0	1,677.15	1,677.15	3,354.30
0106507	2019	FRHT	M210	3ALACXFC8KDKR8855	02	63884A		50400	0	1,134.00	1,134.00	2,268.00
0106508	2019	FRHT	M2	3ALACXFC6KDKH8854	02	63940A		53720	0	1,208.70	1,208.70	2,417.40
0106509	2020	FRHT	M2 106 M	3ALACXFC9LDDL2636	02	65838A		51430	0	1,157.18	1,157.18	2,314.36
0106510	2020	FRHT	M2 106 M	3ALACXFC0LDDL2637	02	65875A		51430	0	1,157.18	1,157.18	2,314.36
0106511	2016	ISUZU	NRR	JALE5W16SG7901250	02	AB16859		28410	0	639.23	639.23	1,278.46
0106512	2017	FRBIG	M2 106 M	3ALACWDT7HDJC2800	02	AB52163		32810	0	738.23	738.23	1,476.46
0106513	2017	ISUZU	NRR	JALE5W164H7900933	02	AB52179		35710	0	803.48	803.48	1,606.96
0106514	2016	ISUZU	NRR	JALE5W162G7901836	02	AE27300		26470	0	595.58	595.58	1,191.16
0106515	2017	ISUZU	NRR	JALE5W161H7301973	02	AE27304		26580	0	598.05	598.05	1,195.10
0106516	2014	HINO	HINO 26B	5PVNJ8JT5B4S55043	02	K98270		26220	0	589.95	589.95	1,179.90
TOTAL								699480	0	15,738.33	15,738.33	31,476.66

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

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

**MOTOR VEHICLE TAX BILL**

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

**Bank of America**  
Controlled Disbursement  
Northbrook, Illinois

**38863**  
70-2328/719 IL

DATE  
07/26/20

AMOUNT  
\*\*\*\*31,476.66

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

Bridgeport City Tax Collector

*[Signature]*  
AUTHORIZED SIGNATURE

⑈038863⑈ ⑆071923284⑆ 87653⑈32195⑈

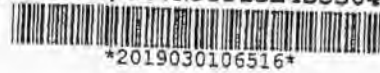
Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended  
This is to certify that PENSKE LEASING AND RENTAL CO.

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

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

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

2019-03-0106516  
K98270  
/K98270/5PVNJ8JT5E4S55043



To Collector of CITY OF BRIDGEPORT State of Connecticut,

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

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

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

**PLEASE READ, SIGN, AND DATE BELOW:**

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

Arthur Podgurski  
Print Name

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

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

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

Sec. 12-129 Refund of Excess Payments.

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

[Signature]  
TAX COLLECTOR

**ACTION TAKEN BY GOVERNING BODY**

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

First Selectman

Other Governing Body

Clerk

\*\*Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT  
325 CONGRESS STREET  
BRIDGEPORT, CT 06604

Item# \*63-20 Consent Calendar

Refund of Excess Payments – Primrose Companies.



**Report  
of  
Committee  
on**

**Miscellaneous Matters**

City Council Meeting Date: July 6, 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 JUL 19 PM 2:25

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*63-20 Consent Calendar**

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

<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
1425 Noble Avenue LLC 1425 Noble Avenue Bridgeport, CT 06610 Primrose Companies	12-129	\$12,133.45
Reference: 1425 Noble Avenue 2018-01-0000060 2002-24A		

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Alfredo Castillo, D-136<sup>th</sup>

\_\_\_\_\_  
M. Evette Brantley, D-132<sup>nd</sup>

\_\_\_\_\_  
Matthew McCarthy, D-130<sup>th</sup>

\_\_\_\_\_  
Denese Taylor-Moye, D-131<sup>st</sup>

\_\_\_\_\_  
Samia S. Suliman, D-138<sup>th</sup>

**City Council Date: July 6, 2021**

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Do over - missing

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

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

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

1425 NOBLE AVE LLC  
1425 NOBLE AVE  
BRIDGEPORT, CT 06610

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



\*2018010000060\*

14

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

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

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

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

PLEASE READ, SIGN, AND DATE BELOW:

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

John N. Guedes  
Print Name

[Signature]  
Signature of Taxpayer

2-28-20  
Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

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

Sec. 12-129 Refund of Excess Payments.

[Signature]  
TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

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

\_\_\_\_\_  
First Selectman

\_\_\_\_\_  
Other Governing Body

\_\_\_\_\_  
Clerk

\*\*Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT  
325 CONGRESS STREET  
BRIDGEPORT, CT 06604

withia (LERETA)



367-5186

15362

Clear  Search >

Customer:   All Customers

Start Date:

End Date:

Filters:  Record Type   
 Transaction Type

Use system date

Account:

Serial:

Amount:

RT:

Item Number:

Batch Number:

Batch ID:

Payor:

Town Code:

List Year:

Back Tax Flag:

Tax Type:

List Number:

Check Digit 1:

Amount Due Quarter 1:

Amount Due Quarter 2:

Amount Due Quarter 3:

Amount Due Quarter 4:

Check Digit 2:

Total Amount Due:

Check Digit:

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

FAIRFIELD COUNTY BANK  
 51-7227/2211

01/13/2020 \$ \*12,133.45

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

Tax Collector  
 City of Bridgeport  
 325 Congress Street  
 Bridgeport CT 06604

*[Signature]*  
 AUTHORIZED SIGNATURE

PAYMENT: ON 1425 Noble Ave. 2018 TAX

⑈065362⑈ ⑆22172270⑆ 514 002 003⑈

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

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

*John R. Gnegy*

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

Item# \*70-20 Consent Calendar

Settlement of Pending Litigation with Klyde Jacques



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 6, 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 JUL 19 PM 2: 25

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

### **Item No. \*70-20 Consent Calendar**

**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Klyde Jacques	Police Liability	Attorney Robert Berke 640 Clinton Avenue Bridgeport, CT 06605	\$15,000.00

**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



# City of Bridgeport, Connecticut Office of the City Clerk

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Report of Committee on Miscellaneous Matters  
Item No. \*70-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

---

AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

---

Scott Burns, D-130<sup>th</sup>, *Co-chair*

---

Alfredo Castillo, D-136th

---

M. Evette Brantley, D-132nd

---

Matthew McCarthy, D-130th

---

Denese Taylor-Moye, D-131st

---

Samia S. Suliman, D-138th

*Council Date: July 6, 2021*

Item# \*78-20 Consent Calendar

Settlement of Pending Litigation with Louis Cafora,  
Administrator of the Estate of Frederick Cafora.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 6, 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 JUL 19 PM 2:26  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

### **Item No. \*78-20 Consent Calendar**

**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

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

**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



# City of Bridgeport, Connecticut Office of the City Clerk

---

Report of Committee on Miscellaneous Matters  
Item No. \*78-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

---

AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

---

Scott Burns, D-130<sup>th</sup>, *Co-chair*

---

Alfredo Castillo, D-136th

---

M. Evette Brantley, D-132nd

---

Matthew McCarthy, D-130th

---

Denese Taylor-Moye, D-131st

---

Samia S. Suliman, D-138th

*Council Date: July 6, 2021*

Item# \*81-20 Consent Calendar

Appointment of Charles Griggs (D) to the Ethics Commission.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 6, 2021

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

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

Date Signed: \_\_\_\_\_

Please Note: Mayor Did Not Sign Report

RECEIVED  
CITY CLERKS OFFICE  
21 JUL 19 PM 2:26  
ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

## **Item No. \*81-20 Consent Calendar**

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

### **NAME**

### **TERM EXPIRES**

Charles Griggs (D)  
106 Grovers Avenue  
Bridgeport, CT 06605

December 31, 2022

\*This will fill a vacancy

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>, *Co-chair*

\_\_\_\_\_  
Alfredo Castillo, D-136<sup>th</sup>

\_\_\_\_\_  
M. Evette Brantley, D-132<sup>nd</sup>

\_\_\_\_\_  
Matthew McCarthy, D-130<sup>th</sup>

\_\_\_\_\_  
Denese Taylor-Moye, D-131<sup>st</sup>

\_\_\_\_\_  
Samia S. Suliman, D-138<sup>th</sup>

*Council Date: July 6, 2021*

Item# 64-20

Refund of Excess Payments – People’s United Bank.



**Report  
of  
Committee  
on**

**Miscellaneous Matters**

City Council Meeting Date: July 6, 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 JUL 19 PM 2:25  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. 64-20**

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

<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Peoples's United Bank P.O. Box 820 Burlington, VT 05401 RC# 9458 ESCROW Attn: Kelli Foster	12-129	\$31,877.59

Reference: 2019-01-0000094  
Overpayment made by People's Bank on  
Behalf of 1730 Commerce Drive

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>, **Co-Chair**

\_\_\_\_\_  
Alfredo Castillo, D-136<sup>th</sup>

\_\_\_\_\_  
M. Evette Brantley, D-132<sup>nd</sup>

\_\_\_\_\_  
Matthew McCarthy, D-130<sup>th</sup>

\_\_\_\_\_  
Denese Taylor-Moye, D-131<sup>st</sup>

\_\_\_\_\_  
Samia S. Suliman, D-138<sup>th</sup>

**City Council Date: July 6, 2021**

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

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

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

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

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



*Make Check  
 payable to:*  
 People's United Bank  
 PO Box 820  
 Burlington, VT 05401  
 To Ac # 9455 - Escrow

Collector of CITY OF BRIDGEPORT State of Connecticut.

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

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

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

PLEASE READ, SIGN, AND DATE BELOW:

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

Helli Foster  
 Print Name

[Signature]  
 Signature of Taxpayer

4/6/2021  
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

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

Sec. 12-129 Refund of Excess Payments.

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

ACTION TAKEN BY GOVERNING BODY

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

First Selectman

Other Governing Body

Mail To :

CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
 BRIDGEPORT, CT 06604



Reference \_\_\_\_\_



Date 12/16/2020

Cashier's Check

9712120

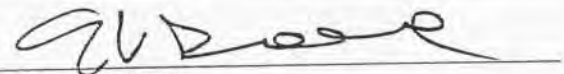
92030-A136128

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

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

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

CASHIER'S CHECK

  
Authorized Signature

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

Member FDIC CK-002

⑈9712120⑈ ⑈22172186⑈ ⑈17000295⑈

**Martinsky, John**

---

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

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

[Get Outlook for iOS](#)

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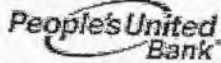
**From:** Foster, Kelli <Kelli.Foster@peoples.com>  
**Sent:** Wednesday, February 3, 2021 2:18:25 PM  
**To:** Collector 311 <Collector311@Bridgeportct.gov>  
**Subject:** Overpayment

Hello,

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

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

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

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

[www.peoples.com](http://www.peoples.com)

**Connect with us:**

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135721

City Of Bridgeport

City Of Bridgeport
325 CONGRESS STREET
BRIDGEPORT , CT 06604
(203) - 576 - 7241 (ASSESSOR)

Bill Information



Taxpayer Information

Bill #	2019-1-0000094 (REAL ESTATE)	Town Benefit	
Unique ID	1220-01-----	Elderly Benefit	
District/Flag		Assessment	1,180,870
Name	1730 STATE ST LIMITED PRTNHP	Exemption	0
Care of/DBA		Net	1,180,870
Address		Mill Rate	Town 53.99 District 3.0
Detail Information	1730 COMMERCE DR		
Volume/Page			

Bill Information As of 02/03/2021

Installment	Due Date	Town	District	Total Due
Inst #1	07/01/2020	31,877.59		Tax/ Princ/ Bond Due -31,877.59
Inst #2	01/01/2021	31,877.59		Interest Due 0.00
Inst #3				Lien Due 0.00
Inst #4				Fee Due 0.00
Total Adjustments		0.00	0.00	Total Due Now -31,877.59
Total Installment + Adjustment		63,755.18		Balance Due -31,877.59
Total Payments		95,632.77		

\*\*\* Note: This is not a tax form, please contact your financial advisor for information regarding tax reporting. \*\*\*

Payment History

Payment Date	Type	Tax/Principal/Bond	Interest	Lien	Fee	Total
01/29/2021	PAY	31,877.59	0.00	0.00	0.00	31,877.59
12/22/2020	PAY	31,877.59	0.00	0.00	0.00	31,877.59
09/24/2020	PAY	31,877.59	0.00	0.00	0.00	31,877.59

\*\*\* Total payments made to taxes in 2020 \$63,755.18



JOSEPH P. GANIM  
Mayor

*City of Bridgeport*  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

July 1, 2021


City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: Request To Withdraw City Council Agenda Item # 58-20

Dear Madam City Clerk:

I write to request the withdrawal of City Council Agenda Item #58-20. This item had appeared under "Unfinished Business" on the City Council Agenda of Monday June 7<sup>th</sup> and had been approved previously on May 11<sup>th</sup> by the Joint Committee on Contracts and Economic and Community Development and Environment. The business owner no longer wishes to move forward with the proposed concept. Thank you.

Truly Yours,

  
Bill Coleman  
Deputy Director (Regulations & Enforcement)

C: Thomas F. Gill, Director  
Attorney Tyisha Toms, Esq.  
Hon. Aidee Nieves, City Council President  
Hon. Matthew McCarthy, Contracts Committee Co-Chair  
Hon. Jeanette Herron, Contracts Committee Co-Chair  
Hon. Evette Brantley, ECDE&E Committee Co-Chair  
Hon. Maria Valle, ECDE&E Committee Co-Chair

ATTEST  
CITY CLERK  
RECEIVED  
CITY CLERKS OFFICE  
21 JUL -2 AM 9:18





# 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 18<sup>th</sup> 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 1<sup>st</sup> through November 30<sup>th</sup> 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

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

-2-

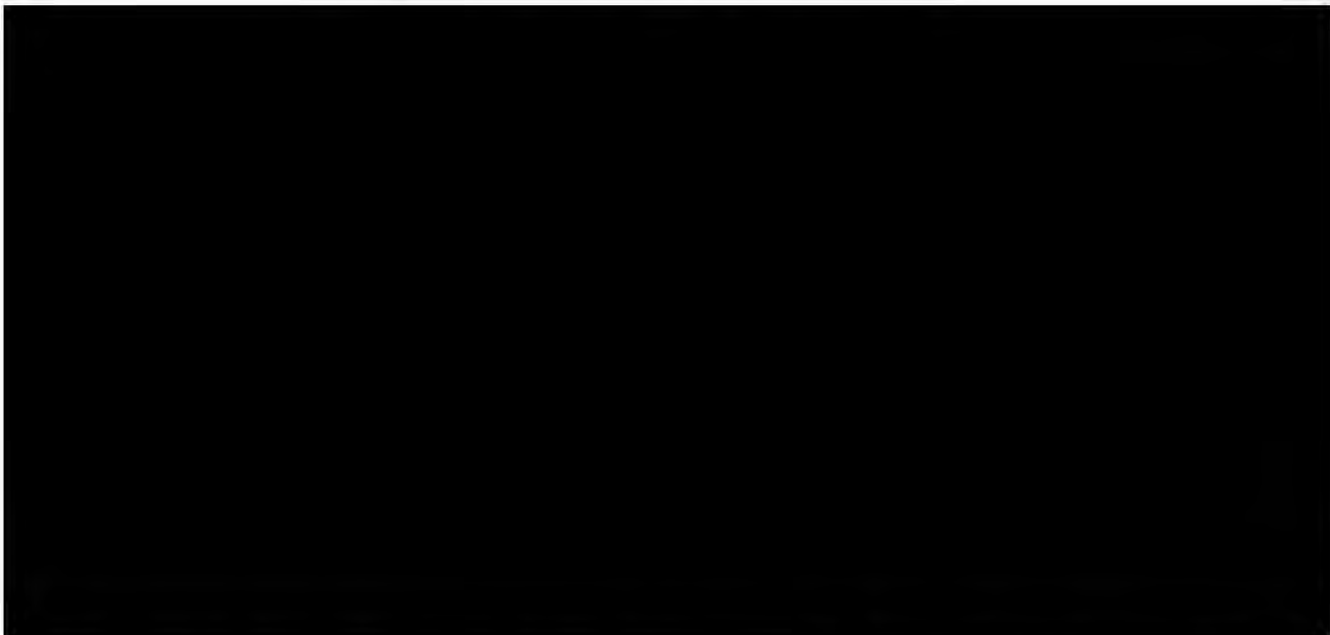
**WHEREAS**, the parties believe that the Lease will support: (1) the growth and continuation of Fifth State's business and (2) the creation of an attraction to Bridgeport; both of which will be financially beneficial to the City, and is in the best interests of the citizens of the City of Bridgeport.

**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)  
Resubmitted: July 6, 2021.  
Withdrawn on: July 6, 2021.*

**GROUND LEASE**

by and between

**CITY OF BRIDGEPORT**

and

**FIFTH STATE DISTILLERY**

Relating to Lease of

Portions of 80 Hastings Street, Bridgeport

Dated as of April \_\_, 2021

## LEASE

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

### RECITALS:

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

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

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

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

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

### ARTICLES

#### ARTICLE 1

##### DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2

### GRANT OF LEASE

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

Section 2.2. "AS IS" Lease.

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

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

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

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

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

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

Section 2.4. [Intentionally Omitted].

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

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

### ARTICLE 3

#### TERM, TERMINATION and POSSESSION

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

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

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

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

#### **ARTICLE 4**

##### **RENT**

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

#### **ARTICLE 5**

##### **TYPE OF DEMISE**

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

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

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

## ARTICLE 6

### USE AND MAINTENANCE OF LEASED PARCEL

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

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

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



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

## ARTICLE 7

### QUIET ENJOYMENT

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

## ARTICLE 8

### RELATIONSHIP OF THE PARTIES

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

## ARTICLE 9

### TENANT INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

**General requirements.** All policies shall include the following provisions:

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

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

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

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

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

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

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

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

## ARTICLE 10

### CONDEMNATION

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 11

### DEFAULT BY TENANT

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

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

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

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

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

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

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

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

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

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

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



## ARTICLE 12

### SURRENDER

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

## ARTICLE 13

### HOLDOVER

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

## ARTICLE 14

### NO LANDLORD LIABILITY

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

## ARTICLE 15

### RIGHT OF ENTRY

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

## ARTICLE 16

### SUBORDINATION, ATTORNMENT AND ESTOPPEL

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

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

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

## ARTICLE 17

### NOTICES

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

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

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

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

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

With copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE 18

### WAIVER

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

## ARTICLE 19

### PAYMENTS UNDER PROTEST

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

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

## ARTICLE 20

### ENTIRE AGREEMENT: NO ORAL MODIFICATION

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

## ARTICLE 21

### COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

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

## ARTICLE 22

### CONSTRUCTION OF LEASE

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

## ARTICLE 23

### CAPTIONS AND TABLE OF CONTENTS

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

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

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

## **ARTICLE 24**

### **DISPUTE RESOLUTION**

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

## **ARTICLE 25**

### **NO MERGER**

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

## **ARTICLE 26**

### **COUNTERPARTS**

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

## **ARTICLE 27**

### **NON-DISCRIMINATION**

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

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

## ARTICLE 28

### RESTRICTIONS AND EASEMENTS

#### Section 28.1. Restrictions.

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

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

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

**[INTENTIONALLY LEFT BLANK]**

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

Signed, sealed and delivered  
in the presence of:

LANDLORD:

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

TENANT:

**SOUTHAMPTON PARTNERS LLC dba  
FIFTH STATE DISTILLERY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Bridget Schulten  
Title: Managing Member  
Duly-authorized

\_\_\_\_\_  
Witness

**SCHEDULE A**  
**DESCRIPTION OF LEASED PARCEL**





**Exhibit 1**

**Council Resolution**

## **Exhibit 2**

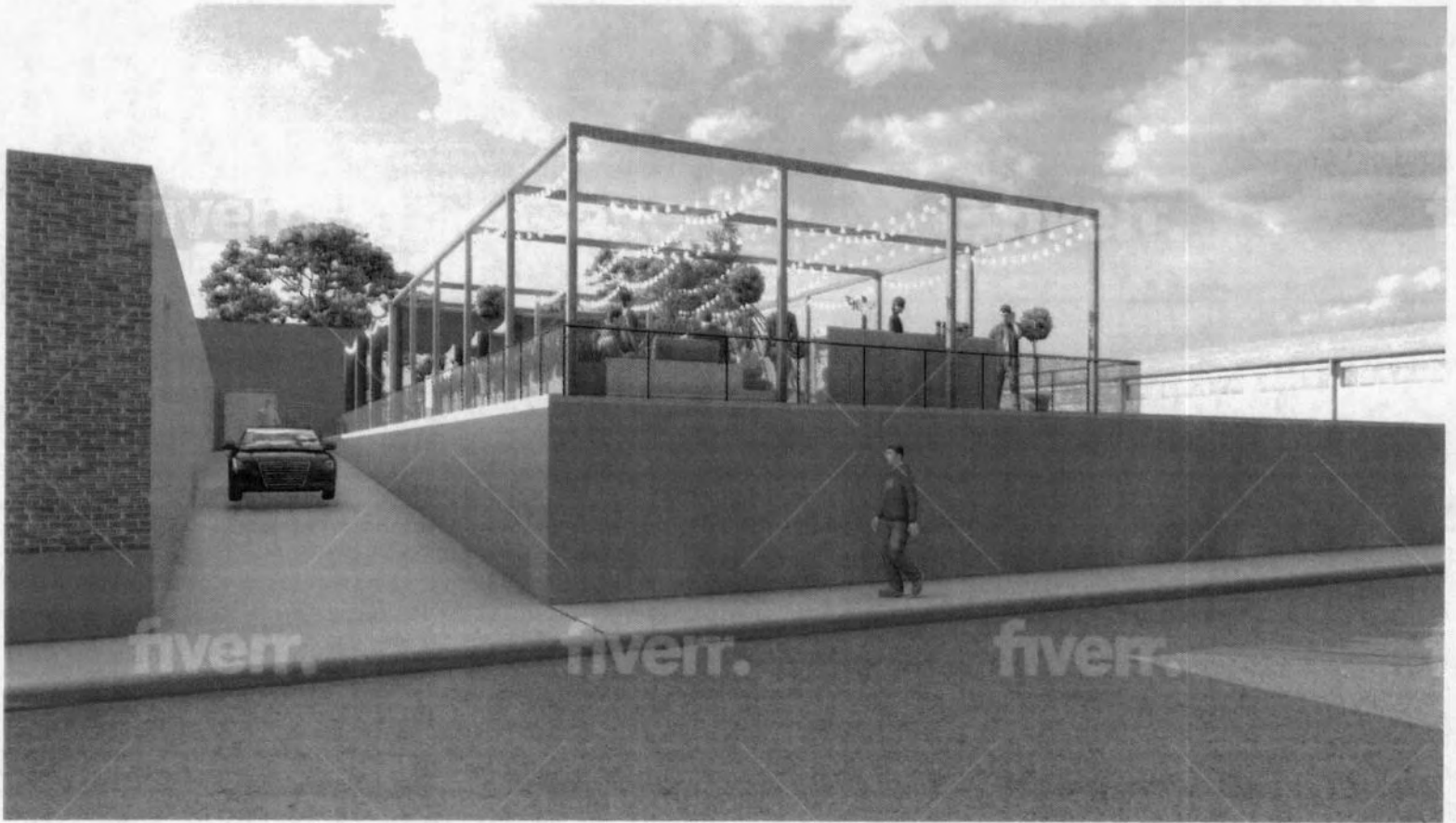
### **Initial Improvements**

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

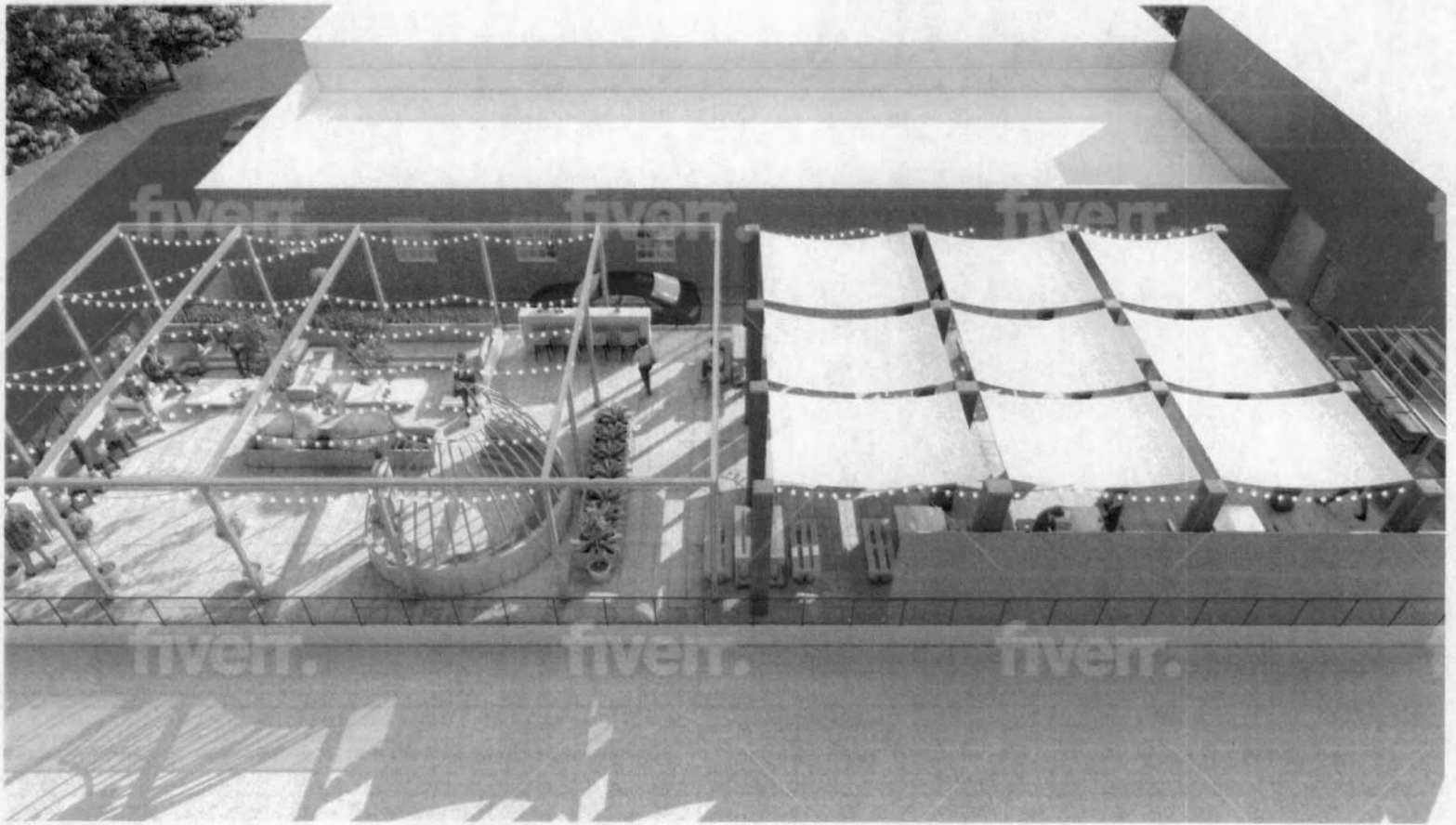
**Exhibit 3**

**The Project**







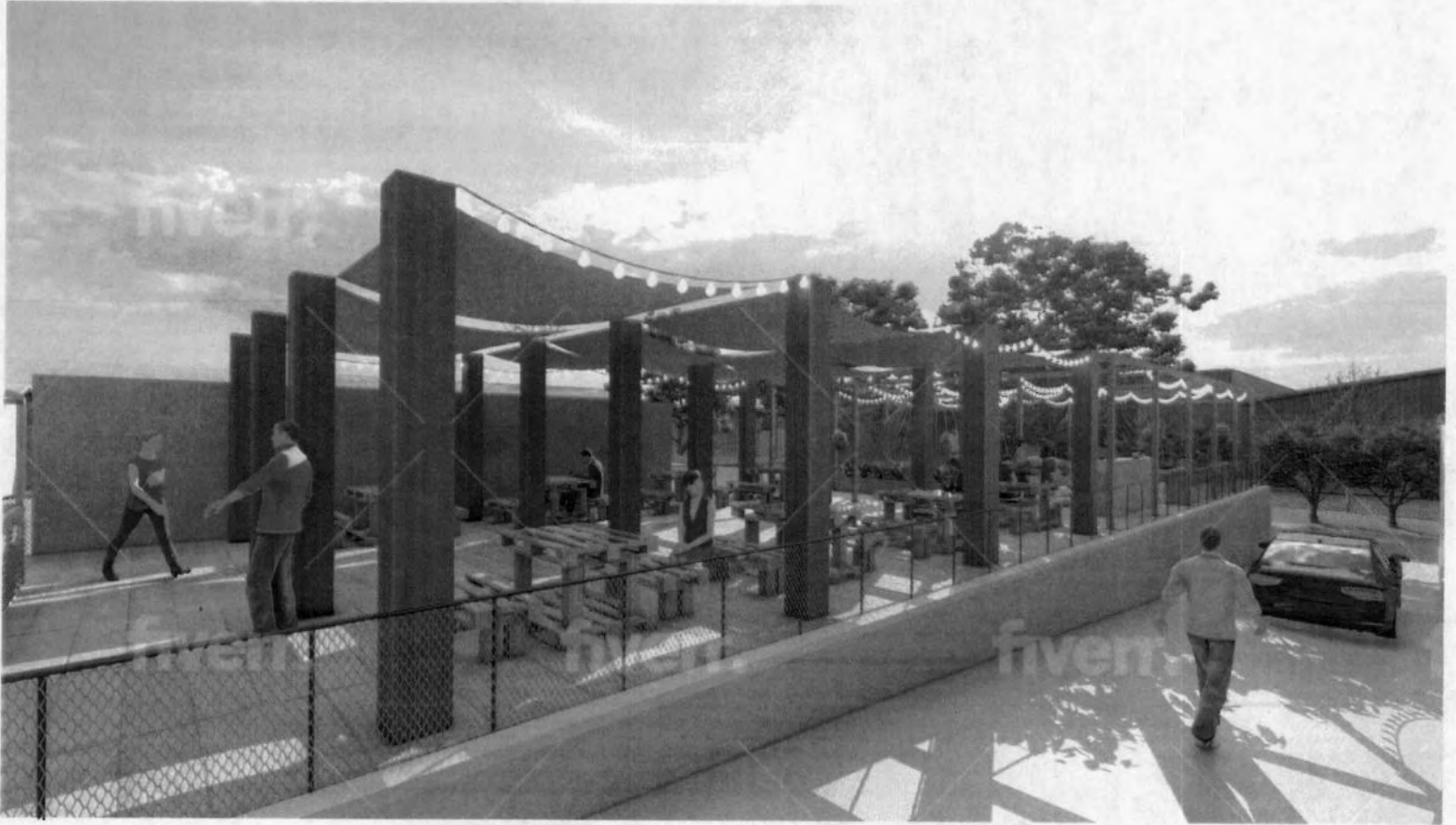














# City of Bridgeport, Connecticut Office of the City Clerk

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*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.



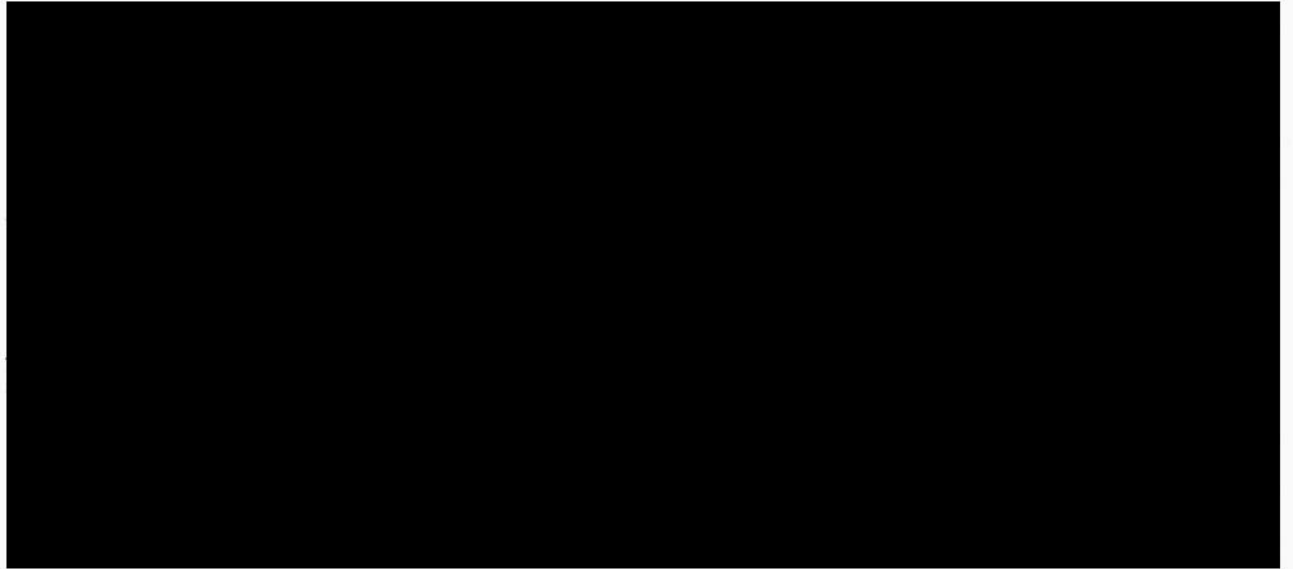
City of Bridgeport, Connecticut  
Office of the City Clerk

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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  
Tabled by Full Council: July 6, 2021  
Resubmitted: August 2, 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/0010716189.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

Property Location 1503 STATE ST #REAR Account # E-0172800 Map ID 19/1233/20/A / Bldg # 1 Card # 1 of 1 State Use 920  
 Vision ID 10045 Bldg Name Sec # 1 of 1 Print Date 7/9/2020 8:37:12 PM

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT	
Code	Description					Code	Appraised
BRIDGEPORT CITY OF						21	136,320
PLANNING & ECONOMIC DEV						55	8,670
999 BROAD ST							95,420
							6,070
BRIDGEPORT CT	06604						

RECORD OF OWNERSHIP		BX-VOL/PAGE	SALE DATE	QU	VI	SALE PRICE	VC	
BRIDGEPORT CITY OF		4473 0121	12-11-2000	U	I	0		
		1327 0288	12-28-1965	U	I	0		
Total								101,490

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Code	Description	Amount
2015	BAAAX		101,490.00
Total		101,490.00	

ASSESSING NEIGHBORHOOD		NOTES	
Nbhd	IC	Tracing	Batch

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

BUILDING PERMIT RECORD				VISIT / CHANGE HISTORY									
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	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													
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Location Adjustment	Adj Unit P	Land Value
1	920	Mun Lnd Com	ILLI	20,757 SF	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		

APPROVED VALUE SUMMARY

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

VISION

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd	Description	Element							
Style:	99	Vacant Land	Cd							
Model:	00	Vacant	Description							
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										
F in Bsmt Area										
F in Bsmt Qualit										
Bsmt Garages										
<b>CONDO DATA</b>										
Parcel Id	C	Description	Owne							
Adjust Type	B	Description	S							
Condo Flr			Factor%							
Condo Unit										
<b>COST / MARKET VALUATION</b>										
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										
<b>OB - OUTBUILDING &amp; YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)</b>										
Code	Description	L/B	Units	Unit Price	Yr. Bilt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
PAV1	Paving Asph	L	4,725	3.00	1993		50	0.00	0.00	7,090
FN1	Fence, Chain	L	226	14.00	1991		50	0.00	0.00	1,580
<b>BUILDING SUB-AREA SUMMARY SECTION</b>										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
		0	0	0	0	0				
Ttl Gross Liv / Lease Area		0	0	0	0	0				

No Sketch





# City of Bridgeport

# My Map



### Legend

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

1:426



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**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:

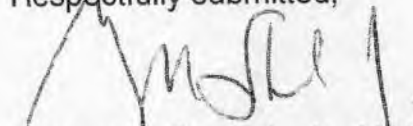
**\$90,000**  
**NINETY THOUSAND DOLLARS**

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**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2018	\$350	\$20,040	\$20,390
<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
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**

<b>Ownership History</b>					
<b>Owner</b>	<b>Sale Price</b>	<b>Certificate</b>	<b>Book &amp; Page</b>	<b>Instrument</b>	<b>Sale Date</b>
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**

<b>Building Attributes</b>	
<b>Field</b>	<b>Description</b>
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	
Pipeplaces	
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 Feature	Legend
No Data for Extra Features	

### Land

#### Land Use

Use Code 921

#### Land Line Valuation

Size (Acres) 0.07

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

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

**Outbuildings**

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

**Valuation History**

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

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

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CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)									
Element	Cd	Description	Description								
Style: 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 Fixtr's Total Rooms Bath Style: Kitchen Style: Fireplaces Fin Bsmt Area Fin Bsmt Qualit Bsmt Garages	99 00	Vacant Land Vacant									
<b>CONDO DATA</b>											
Parcel Id	C	Code	Ownr								
Adjust Type	B	Description	S								
Condo Flr			Factor%								
Condo Unit											
<b>COST / MARKET VALUATION</b>											
Building Value New		1.000									
Year Built											
Effective Year Built											
Depreciation Code											
Remodel Rating											
Year Remodeled											
Depreciation %											
Functional Obsol											
External Obsolescence											
Trend Factor											
Condition %											
Percent Good											
RCNLD											
Dep % Ovr											
Dep Ovr Conriment											
Misc Imp Ovr											
Misc Imp Ovr Comment											
Cost to Cure Ovr											
Cost to Cure Ovr Comment											
<b>OB - OUTBUILDING &amp; YARD ITEMS / XP - BUILDING EXTRA FEATURES (B)</b>											
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
<b>BUILDING SUB-AREA SUMMARY SECTION</b>											
Code	Description	Living Area	Floor Area	Eif Area	Unit Cost	Undeprec Value					
		0	0	0	0	0					
Ttl Gross Liv / Lease Area		0	0	0	0	0					

No Sketch



Property Location 33 LEE AV #35  
 Vision ID 8772

Account # EB-0911000

Map ID 201151/31/1

Bldg Name Sec # 1 of 1

Card # 1 of 1

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

**CURRENT OWNER**  
 BRIDGEPORT CITY OF  
 EXEMPT PARCEL N/A  
 BRIDGEPORT CT 0

**UTILITIES**  
 TOPO  
 All Pict ID 1151-31  
 Census Tr CEN709  
 Health District 2(C):200  
 Freeline  
 GIS ID 1151-31

**LOCATION**  
 Description  
 EX-Bldg In  
 EX-Bldg Out

**CURRENT ASSESSMENT**  
 Code: 11  
 Assessed 14,030  
 Appraised 20,390  
 Code: 14  
 Assessed 250

**RECORD OF OWNERSHIP**  
 BRIDGEPORT CITY OF

**SALE PRICE**  
 0000 0000  
 Amount 14280.00

**PREVIOUS ASSESSMENTS (HISTORY)**

Year	Code	Assessed	Year	Code	Assessed
2017	11	14,030	2016	11	14,030
2018	14	250	2017	14	250
Total		14,280	Total		14,280

**VISION**  
 BRIDGEPORT, CT

**EXEMPTIONS**

Year	Code	Description	Amount
2015	BAAX		14280.00
Total			14,280.00

**OTHER ASSESSMENTS**

Year	Code	Description	Amount
2017	11		
2018	14		
Total			

**APPRaised VALUE SUMMARY**  
 Appraised Bldg. Value (Card)  
 Appraised X1 (B) Value (Bldg)  
 Appraised X0 (B) Value (Erdg)  
 Appraised Land Value (Erdg)  
 Special Land Value  
 Total Appraised Parcel Value

**NOTES**  
 Assessing Neighborhood

**BUILDING PERMIT RECORD**

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

**VISIT / CHANGE HISTORY**

Date	Id	Type	Is	Cd	Purpose/Result
05-24-2008	DWDM			90	Ras Field Relev
05-14-2008	BS			99	Vacant Lot Insp
07-09-1991	MC			A	Inside Inspection

**LAND LINE VALUATION SECTION**

Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Conc	Nethd	Nbhd Adj	Location Adjustment	Adj Unit P	Land Value
1	Mun Land Res	RC		3,015 SF	15.32	1.0000	5	0.70	0540	0.820	1.0000	6.65	20,041
Total Card Land Units												3,015 SF	
Parcel Total Land Area												0.6622	
Total Land Value												20,041	

**APPRaised VALUE SUMMARY**  
 Appraised Bldg. Value (Card)  
 Appraised X1 (B) Value (Bldg)  
 Appraised X0 (B) Value (Erdg)  
 Appraised Land Value (Erdg)  
 Special Land Value  
 Total Appraised Parcel Value

**EXEMPTIONS**

Year	Code	Description	Amount
2015	BAAX		14280.00
Total			14,280.00

**VISION**  
 BRIDGEPORT, CT



City of Bridgeport

My Map



1:213



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



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
 Created by Connecticut Metropolitan Council of Governments

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 THIS MAP IS NOT TO BE USED FOR NAVIGATION





**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

33 Lee Ave # 35

Bridgeport, CT 06605

**FOR:**

City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

**AS OF:**

March 4, 2020

**BY:**

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

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

March 5, 2020

City of Bridgeport  
999 Broad Street  
Bridgeport, CT

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

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

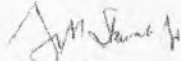
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership as of **March 4, 2020**.

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

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

**EIGHT THOUSAND DOLLARS**  
**(\$8,000.00)**

Sincerely,



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

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

**Location**  Urban  Suburban  Rural  
**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.  4-6 Mos.  Over 6 Mos.  
**Present** 20 % One-Unit 30 % 2-4 Unit 10 % Apts. 5 % Condo 15 % Commercial  
**Land Use** 15 % Industrial 0 % Vacant %  
**Change in Present Land Use**  Not Likely  Likely (\*)  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)  
**Employment Stability** Good Avg. Fair Poor  
**Convenience to Employment**      
**Convenience to Shopping**      
**Convenience to Schools**      
**Adequacy of Public Transportation**      
**Recreational Facilities**      
**Adequacy of Utilities**      
**Property Compatibility**      
**Protection from Detrimental Conditions**      
**Police and Fire Protection**      
**General Appearance of Properties**      
**Appeal to Market**

The subject is situated in a residential/industrial area of the City in the West End. It has average appeal in the market. It is convenient to transportation routes as well as all required services.

**Dimensions** See GIS Map **0.07 Acres**  
**Zoning Classification** RC 2.700 SF/Dwelling Unit **Present Improvements**  Do  Do Not  Corner Lot  
**Highest and Best Use**  Present Use  Other (specify) Improve as per regulations  
**Public**  Other (Describe)  
**Elec.**  At Street **OFF SITE IMPROVEMENTS** **Topo** Level  
**Gas**  At Street **Street Access**  Public  Private **Size** 0.04 Acres  
**Water**  At Street **Surface** Asphalt **Shape** Rectangular  
**San. Sewer**  At Street **Maintenance**  Public  Private **View** Industrial/Residential  
 Underground Elect. & Tel.  Storm Sewer  Curb/Gutter **Drainage** Assumed Adequate  
 Sidewalk  Street Lights  
**Comments** (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)  
 Is the property located in a FEMA Special Flood Hazard Area?  Yes  No  
 The most probable user is an adjacent property owner. The site appears level. The subject has all required services at the street.

The undersigned has rec'd 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	-2,500	Average
See Addenda	N/A			
Sales or Financing	N/A			
Concessions	N/A			
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,500
Indicated Value of Subject		\$ 8,500	\$ 7,500	\$ 7,500
Comments on Market Data	Use of older data is warranted as it is on the subject street.			

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

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

I (WE) ESTIMATE THE MARKET VALUE AS DEFINED OF THE SUBJECT PROPERTY AS OF **March 4, 2020** TO BE \$ **8,000**  
**Appraiser** Daniel Conte **Supervisory Appraiser (if applicable)** George M. Shawah, Jr., MAI  
**Date of Signature and Report** March 5, 2020 **Date of Signature** March 5, 2020  
**Title** **MAI**  
**State Certification #** RCR 0000131 **ST** CT **State Certification #** RCG 557 **ST** CT  
**Or State License #** **ST** **Or State License #** **ST** CT  
**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				
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport			Zip Code	06605

• **Land : Market Data Comments**

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

**EXTRAORDINARY ASSUMPTION**

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

**Adjustment for Legal/Survey**

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

**FIRREA / USPAP ADDENDUM**

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

Purpose  
 Estimate Market Value

**Scope**

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

**Intended Use / Intended User**

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

**History of Property**

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

Prior sale: No sale price was recorded.

**Exposure Time / Marketing Time**

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

**Personal (non-realty) Transfers**

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

**Additional Comments**

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

**• FIRREA/USPAP Addendum: Additional Comments**

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

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

**Certification Supplement**

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

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

## PRIVACY NOTICE

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

### **Types of Nonpublic Personal Information We Collect**

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

### **Parties to Whom We Disclose Information**

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

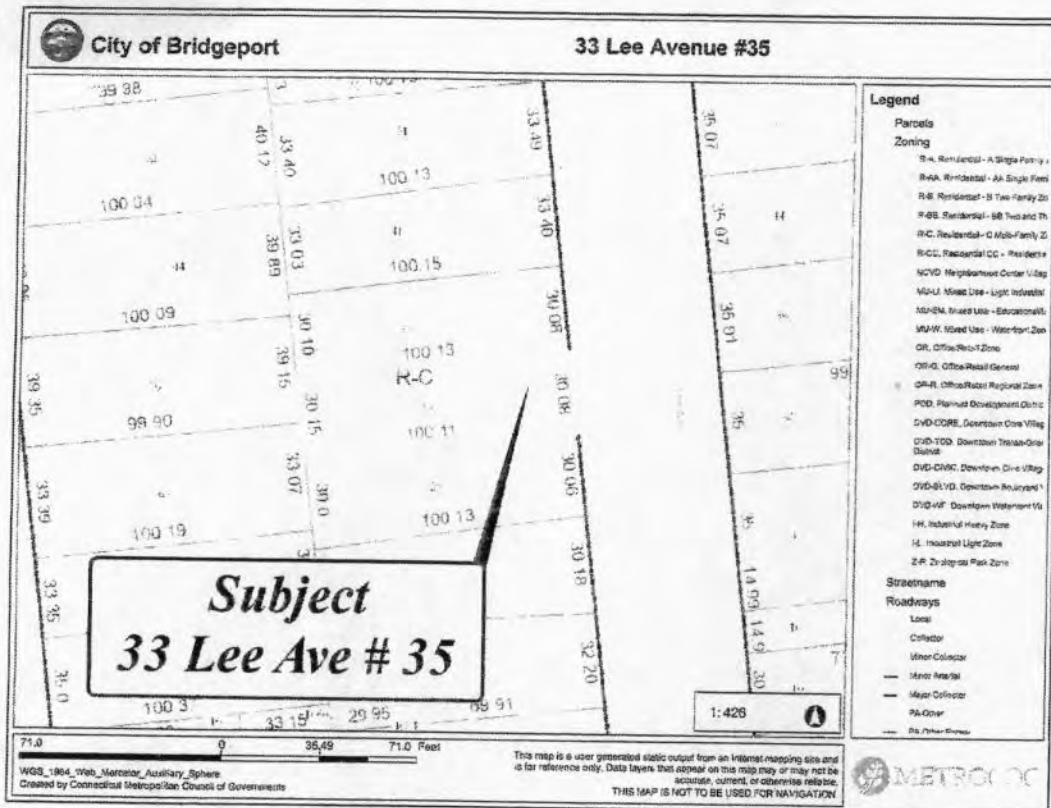
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

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

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

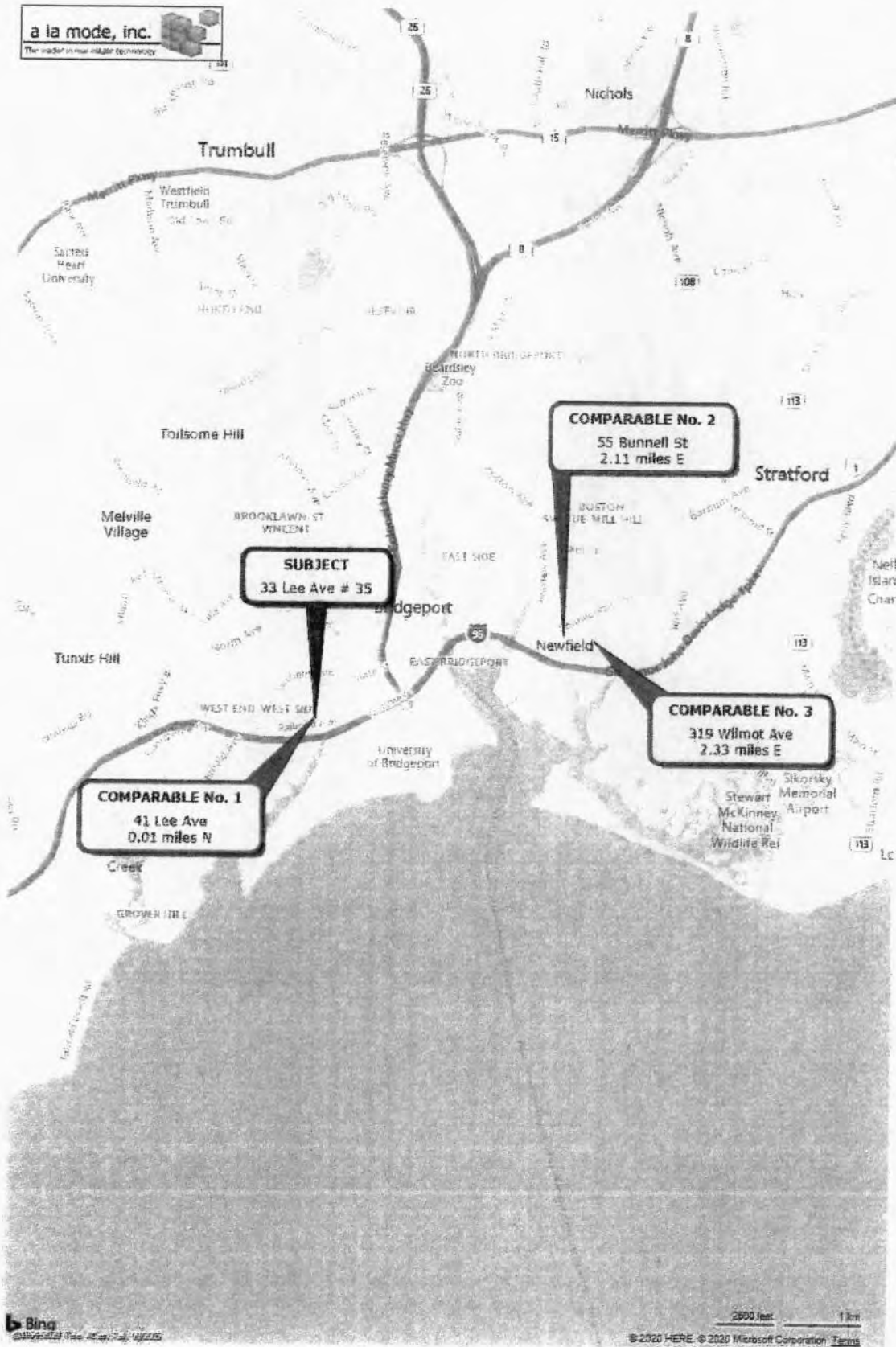
# GIS Map



### Location Map

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

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
Client	City of Bridgeport	State	CT
		Zip Code	06605



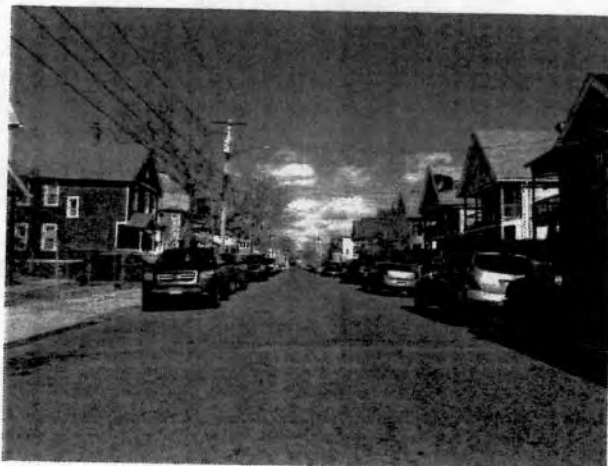
#### Subject Front

33 Lee Ave # 35

N/A

Average  
0.07 Acres

#### Subject Rear



#### Subject Street

## Comparable Photo Page

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



### Comparable 1

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



### Comparable 2

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

MLS Photo



### Comparable 3

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

MLS Photo

**Assumptions, Limiting Conditions & Scope of Work**

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

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

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

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

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

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



# Certifications & Definitions

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

### APPRAISER'S CERTIFICATION

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

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


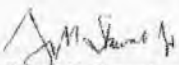
Additional Certifications:

### DEFINITION OF MARKET VALUE \*:

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

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

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

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

**Acct#** RG-0029850

**Owner** BRIDGEPORT CITY OF

**Assessment** \$1,477,910

**Appraisal** \$2,111,290

**PID** 5251

**Building Count** 1

## Current Value

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

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

## Owner of Record

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

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

## Ownership History

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

## Building Information

### Building 1 : Section 1

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

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

**Building Attributes**

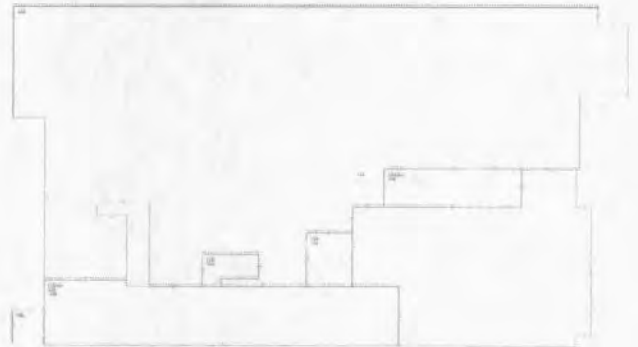
Field	Description
Style:	Industrial
Model:	Comm/Ind
Grade:	Average
Stories:	3
Occupancy:	1.00
Exterior Wall 1:	Brick
Exterior Wall 2:	Concr/CinderBl
Roof Struct:	Flat
Roof Cover:	Tar + Gravel
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	Pine/Soft 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:	

**Building Photo**



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

**Building Layout**



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

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

**Extra Features**

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

**Land**

**Land Use**

**Use Code**      922  
**Description**    Mun Corn 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 Expy
  - PA Interstate

1:1,703



283.9 0 141.95 283.9 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Created by Connecticut Metropolitan Council of Governments

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**

