

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 18, 2021

7:00 p.m.

This meeting will be conducted by teleconference.

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

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

ADDED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *92-20** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Reads Artspace Affordable Housing Development.
- *125-20** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a License to Bridgeport Music Festivals, LLC to conduct a Music Festival in a Portion of Seaside Park for a Term of Years.

(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; 2021-10-18 pdf)

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 18, 2021

7:00 p.m.

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Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation and City Council Citation: Recognizing October 31, 2021 as “Dennis Scinto Household Hazardous Waste Collection Day” in Bridgeport.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 4, 2021 & August 11, 2021 (Special Meetings)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 128-20** Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII Subsection (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 129-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Marcus Stewart, referred to Miscellaneous Matters Committee.
- 130-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with William Gomez-Perez, et al, referred to Miscellaneous Matters Committee.
- 131-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Jordan Taylor, referred to Miscellaneous Matters Committee.
- 133-20** Communication from Central Grants re: Grant Submission: Connecticut State Library – Historic Documents Preservation Program (#22213), referred to Economic and Community Development and Environment Committee.
- 134-20** Communication from Central Grants re: Grant Submission: U. S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program (#22375), referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 135-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Marciano Gomez-Salazar, referred to Miscellaneous Matters Committee.

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

- 132-20** Resolution presented by Council Member(s) Cruz & Co-sponsor Taylor-Moye re: Proposed resolution requesting that Main Street and Whiting Street Intersection be designated as an “All-Way” Stop with appropriate signage erected and stop lines painted on the road surface, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *82-20** Public Safety and Transportation Committee Report re: Appointment of Terri B. Williams (D) to the Police Commission.
- *111-20** Public Safety and Transportation Committee Report re: Resolution seeking information on recent outages from The United Illuminating Company.
- *112-20** Public Safety and Transportation Committee Report re: Resolution regarding the 2021 “Second” Round of Sidewalk Repair Pilot Program.
- *117-20** Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA) Public Assistance Disaster Relief for Tropical Storm Isaias.

MATTERS TO BE ACTED UPON:

- 94-20** Public Safety and Transportation Committee Report re: (Ref. #34-20) Resolution requesting to move the Honorary Naming of the Paper Street of “Bishop Ronnie Brayboy Way” to the new location of Baldwin Street.

UNFINISHED BUSINESS:

- 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; 2021-10-18 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 18, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

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

NAME

SUBJECT

Myron Dukes
184 Harriet Street
Bridgeport, CT 06608

Re-open Orcutt Boys & Girls Club with honest passionate community lovers. No more making our children suffer over corruption.

CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, OCTOBER 18, 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 City Clerk Lydia Martinez called the roll.

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

RECEIVED
CITY CLERKS OFFICE
21 OCT 28 PM 2: 06
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 Council Member Vizzo-Paniccia was on medical leave. Council President Nieves announced that there was a 3-minute time limit for each speaker.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 18, 2021 AT 6:30 P.M.

NAME

SUBJECT

Myron Dukas
184 Harriet Street
Bridgeport, CT 06608

Re-open Orcutt Boys & Girls Club with honest passionate community lovers. No more making our children suffer over corruption.

City of Bridgeport
City Council Meeting
Regular Meeting
October 18, 2021

Council President Nieves called for Mr. Dukes. There was no response. She called a second time with no response.

Council Member Silva joined the meeting at 6:37 p.m.

Council President Nieves called Mr. Dukes a third time with no response.

ADJOURNMENT

Council President Nieves adjourned the meeting at 6:40 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 18, 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 7:03 p.m.

PRAYER

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

PLEDGE OF ALLEGIANCE

Mayor Ganim asked City Clerk Martinez to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk Martinez called the roll.

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

During the roll call, there appeared to be no response from the individuals whose names are listed in italics. Council Member Vizzo-Paniccia was on medical leave.

**Mayoral Proclamation and City Council Citation: Recognizing October 31, 2021 as
“Dennis Scinto Household Hazardous Waste Collection Day” in Bridgeport.**

Council Member Lyons then read the proclamation from the Council and Mayor Ganim for making a Significant Community Impact to the Community. She added that Mr. Scinto was a sheriff for over 30 years. He will be greatly missed.

Mayor Ganim then read the Mayoral Proclamation.

MINUTES FOR APPROVAL:

August 4, 2021 & August 11, 2021 (Special Meetings)

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE AUGUST 4, 2021 & AUGUST 11, 2021 SPECIAL MEETINGS.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 4, 2021 & AUGUST 11, 2021 SPECIAL MEETINGS PASSED UNANIMOUSLY.**

[Loss of audio]

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

128-20 Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII Subsection (11), ACCEPTED AND MADE PART OF THE RECORD.

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134-20 Communication from Central Grants re: Grant Submission: U. S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program (#22375), referred to Public Safety and Transportation Committee.

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

132-20 Resolution presented by Council Member(s) Cruz & Co-sponsor Taylor-Moye re: Proposed resolution requesting that Main Street and Whiting Street Intersection be designated as an "All-Way" Stop with appropriate signage erected and stop lines painted on the road surface, referred to Board of Police Commissioners.

**** COUNCIL MEMBER MARTINEZ MOVE TO COMBINE AND REFER THE FOLLOWING ITEMS TO THE APPROPRIATE COMMITTEES:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

128-20 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII SUBSECTION (11), ACCEPTED AND MADE PART OF THE RECORD.

129-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH MARCUS STEWART, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

130-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH WILLIAM GOMEZ-PEREZ, ET AL, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

131-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH JORDAN TAYLOR, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

133-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT STATE LIBRARY - HISTORIC DOCUMENTS PRESERVATION PROGRAM (#22213), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

135-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH MARCIANO GOMEZ-SALAZAR, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

134-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U. S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) - AMERICAN RESCUE PLAN ACT AIRPORT RESCUE GRANT PROGRAM (#22375), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

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

132-20 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) CRUZ & CO-SPONSOR TAYLOR-MOYE RE: PROPOSED RESOLUTION REQUESTING THAT MAIN STREET AND WHITING STREET INTERSECTION BE DESIGNATED AS AN "ALL-WAY" STOP WITH APPROPRIATE SIGNAGE ERECTED AND STOP LINES PAINTED ON THE ROAD SURFACE, REFERRED TO BOARD OF POLICE COMMISSIONERS.

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

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***82-20 Public Safety and Transportation Committee Report re: Appointment of Terri B. Williams (D) to the Police Commission.**

***92-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Reads Artspace Affordable Housing Development.**

***111-20 Public Safety and Transportation Committee Report re: Resolution seeking information on recent outages from The United Illuminating Company.**

***112-20 Public Safety and Transportation Committee Report re: Resolution regarding the 2021 "Second" Round of Sidewalk Repair Pilot Program.**

***117-20 Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA) Public Assistance Disaster Relief for Tropical Storm Isaias.**

***125-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a License to Bridgeport Music Festivals, LLC to conduct a Music Festival in a Portion of Seaside Park for a Term of Years.**

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar.

Council Member Pereira requested that Agenda Items 82-20, 92-20 and 125-20 be removed from the Consent Calendar.

Council Member Martinez asked for a personal point of privilege. When she was recognized by Mayor Ganim, Council Member Martinez said that she would like to limit the discussion on items that were unanimously approved in Committees because the discussion has already taken

place in Committee. When an item is removed, often the discussion is focused on someone's disagreement with the item rather than an issue that needs to be considered.

The City Clerk read the remaining items into the record.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE FOLLOWING CONSENT AGENDA ITEMS:**

***111-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION SEEKING INFORMATION ON RECENT OUTAGES FROM THE UNITED ILLUMINATING COMPANY.**

***112-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2021 "SECOND" ROUND OF SIDEWALK REPAIR PILOT PROGRAM.**

***117-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) PUBLIC ASSISTANCE DISASTER RELIEF FOR TROPICAL STORM ISAIAS.**

**** COUNCIL MEMBER PEREIRA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

82-20 Public Safety and Transportation Committee Report re: Appointment of Terri B. Williams (D) to the Police Commission.

Council Member Valle said that there needed to be a correction due to an error on the party affiliation. She said that they would have to remove it and amend the party to Unaffiliated.

**** COUNCIL MEMBER VALLE MOVED TO AMEND AGENDA ITEM 82-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF TERRI B. WILLIAMS (D) TO THE POLICE COMMISSION TO CHANGE THE PARTY AFFILIATION FROM DEMOCRAT TO UNAFFILIATED.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Pereira said that she would be supporting Ms. Williams.

**** THE MOTION TO APPROVE AGENDA ITEM 82-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF TERRI B. WILLIAMS (D) TO THE POLICE COMMISSION AS AMENDED WITH THE CHANGE OF PARTY AFFILIATION FROM DEMOCRAT TO UNAFFILIATED PASSED UNANIMOUSLY.**

92-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Reads Artspace Affordable Housing Development.

Council Member Newton asked if they were considering an item that Council Member Pereira removed from the list. Mayor Ganim said that they were. Council Member Newton requested to hear the reason why the item was removed from the Consent Calendar.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 92-20 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE READS ARTSPACE AFFORDABLE HOUSING DEVELOPMENT.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Pereira said that she would like a roll call vote. She said that she was speaking in opposition to the item authorizing an Affordable Housing Tax Incentive Development Agreement for the Read's Artspace Affordable Housing Development for the following reasons:

The Read's Artspace development owner received a generous 15 year tax abatement that expired in 2017 while our severely overburdened home owners received none. In fact, their taxes have been ballooned over the same continuous period. Now that the generous tax abatement expired, the developer/property owner must pay their full taxes, they retained the services of Attorney John Stafstrom, who also serves as Bridgeport's Bond Counsel, to plead their case while middle class working families get 100% of their taxes.

The City of Bridgeport owns the two lots in question and to get the lots back that we own, we are being told that that we have to approve another 15 year tax abatement, pushing all the vehicles that are consistently parked in those lots morning, afternoon and night, for although they are residing in affordable housing, they will now have to pay to rent a downtown parking space or park in the street, which is in the immediate vicinity of the State Courthouse and 999 Broad Street, or the Margaret E. Morton Government Center. Forcing more vehicles into the street overnight will only exasperate more problems downtown in the winter.

CHAFAs has not yet approved those reductions in those spaces after this item was tabled months ago. Yet we are pushing it through tonight because if it is not approved by November 1st, it has to be re-introduced in December when the new Council is sworn in.

I am confident that when those two lots are put out to bid and there is a new developer, they too will get a significant tax abatement. A City Council colleague at the joint Committee stated that that 'You know, we used to give really bad 30 or 40 year abatements. This is only 15 years.' Basic math tells us that 15 years of the expired abatement and 15 years of the new abatement is a 30 year tax abatement.

And finally, although I have previously shared at the joint Committee meeting, that John Stafstrom had donated \$500 to Council Member Newton and Martinez, I was unaware at the time because Bridgeport filed late, [inaudible due to cross talk] I just want to say that because others turned in their reports, I also want to state that Council President Nieves and Council Member Valle also received a \$500 donation on September 29th.

Council Member Martinez interjected that Council Member Pereira received \$1,000 from Atty. Judah Epstein and had also received a donation from John Ricci.

Mayor Ganim requested that Council Member Pereira submit a copy of her comments to the Clerk and they would be made part of the record.

Mayor Ganim said that there had been a request for a roll call vote and also a request made to move the question.

**** THE MOTION TO APPROVE AGENDA ITEM 92-20 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE READS ARTSPACE AFFORDABLE HOUSING DEVELOPMENT PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, HERRON, COLLETTE, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Newton said that this was not a quick fix to go home. He said that they need to actually have discussions about an issue. When someone calls for a point of order, it needs to be recognized. Who contributes to whoever's campaign is out of order and irrelevant. He said that Mayor Ganim needs to rule the speakers out of order when people make irrelevant comments.

Mayor Ganim said that he was running the meeting and when comments are made that are irrelevant, he needs to prevent tail spins. He said that his goal was to move the business forward. He pointed out that items on the Consent Calendar, they received a unanimous vote. If someone wishes to object to the item, they have the right to be heard. If someone is verbally attacked, he will recognize the speaker.

Council Member Cruz said this was not a court of law but felt that the Council members needs to consider a policy regarding the issue of Council Members receiving campaign contributions. Using the contributions as an attack is wrong. Those inappropriate remarks should be eliminated from the record.

125-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a License to Bridgeport Music Festivals, LLC to conduct a Music Festival in a Portion of Seaside Park for a Term of Year.

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 125-20 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING A LICENSE TO BRIDGEPORT MUSIC FESTIVALS, LLC TO CONDUCT A MUSIC FESTIVAL IN A PORTION OF SEASIDE PARK FOR A TERM OF YEAR
** COUNCIL MEMBER MARTINEZ SECONDED.**

Mayor Ganim said that he had heard raucous debate on Agenda Item 92-20 and heard a request to call the question. Council Member Pereira said that she was opposing this and would write a CT Post op-ed on this.

**** THE MOTION TO APPROVE AGENDA ITEM 125-20 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING A LICENSE TO BRIDGEPORT MUSIC FESTIVALS, LLC TO CONDUCT A MUSIC FESTIVAL IN A PORTION OF SEASIDE PARK FOR A TERM OF YEAR PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MATTERS TO BE ACTED UPON:

94-20 Public Safety and Transportation Committee Report re: (Ref. #34-20) Resolution requesting to move the Honorary Naming of the Paper Street of “Bishop Ronnie Brayboy Way” to the new location of Baldwin Street.

**** COUNCIL MEMBER MARTINEZ MOVED AGENDA ITEM 94-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: (REF. #34-20) RESOLUTION REQUESTING TO MOVE THE HONORARY NAMING OF THE PAPER STREET OF “BISHOP RONNIE BRAYBOY WAY” TO THE NEW LOCATION OF BALDWIN STREET.**

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

Council Member Newton said this item was presented to the Committee by him and Council Member Martinez. The Council changed the rules on honorarily naming the streets. The family requested Baldwin Street have the honorary name. Ms. Brayboy had gotten the signatures and paid the amount.

Council Member Valle, the Public Safety Chair, said that Mr. Urquidi had stated that one individual had not responded when they checked the signatures and the process has not been completed.

Council Member Newton said that he was not aware of what the issue was with Engineering. He said that he was upset because it seems that the City was changing the requirements and creating

stumbling blocks. He felt that it was wrong to move the item forward because she did all that she was asked to do. Council Member Newton said that he

Council Member Pereira said that there were issues in Committee. She said that Mike Boyer was involved, but she was told that Mr. Urquidi did not give the final approval.

Council Member Martinez said that the family wanted the sign to be there for Bishop Brayboy's birthday. The family member originally had the wrong location and since then they have been working

Atty. Anastasi said that it could be approved subject to the approval of the Engineering Department.

Council Member Valle said that the email said that the application was not completed at this time, and there was one abutter that was not verified. The problematic verification was a tenant and not an owner.

Council Member Newton said that they could approve it with the condition that the Engineering Department approves.

Council Member McBride-Lee said that there were some people who did not want to recognize what individuals have done for the City. The family paid their dues. It is unfair to hold the application up because of this one issue.

Council Member Cruz said that it was unfair to hold the item up like this. He mentioned that they were having problems contacting landlords who live out of state. This is one technicality and it should be approved.

Council Member Valle said that she wanted this done the right way.

**** COUNCIL MEMBER VALLE MOVED TO TABLE AGENDA ITEM 94-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: (REF. #34-20) RESOLUTION REQUESTING TO MOVE THE HONORARY NAMING OF THE PAPER STREET OF "BISHOP RONNIE BRAYBOY WAY" TO THE NEW LOCATION OF BALDWIN STREET.**

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

**** THE MOTION TO TABLE AGENDA ITEM 94-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: (REF. #34-20) RESOLUTION REQUESTING TO MOVE THE HONORARY NAMING OF THE PAPER STREET OF "BISHOP RONNIE BRAYBOY WAY" TO THE NEW LOCATION OF BALDWIN STREET FAILED TO PASS WITH THREE (3) IN FAVOR(VALLE, ROMAN-CHRISTY AND PEREIRA) AND FIFTEEN (15) OPPOSED (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, MCBRIDE-LEE, SILVA, NIEVES, SULIMAN, MARTINEZ AND NEWTON).**

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE AGENDA ITEM 94-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: (REF. #34-20) RESOLUTION REQUESTING TO MOVE THE HONORARY NAMING OF THE PAPER STREET OF "BISHOP RONNIE BRAYBOY WAY" TO THE NEW LOCATION OF BALDWIN STREET PENDING APPROVAL OF THE CITY ENGINEER.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 94-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: (REF. #34-20) RESOLUTION REQUESTING TO MOVE THE HONORARY NAMING OF THE PAPER STREET OF "BISHOP RONNIE BRAYBOY WAY" TO THE NEW LOCATION OF BALDWIN STREET PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BRANTLEY, HERRON, COLLETTE, LYONS, MCBRIDE-LEE, SILVA, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND FOUR (4) OPPOSED(VALLE, ROMAN-CHRISTY, BROWN AND PEREIRA)**

UNFINISHED BUSINESS:

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

Council Member Newton said that they were waiting on Economic Development to report on this. Mr. Coleman, the OPED Deputy Director and Mr. Perez were present to speak on the item. Mr. Coleman said that the 8-24 review was done by the P&Z Commission and the appraisals have been submitted to the City Clerk.

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

Council Member Burns thanked OPED for clarifying the situation and updating the appraisals. He said that the new appraisals reflect the value of the parcels.

Council Member Newton asked why they need to put the three parcels out for development. Mr. Perez said that they need to put them back on the tax rolls.

Council Member Pereira asked if the new appraisals were the new cost of the properties. Mr. Perez said that this was correct. Council Member Pereira asked what the increased value was on the properties. Council Member Burns listed the differentials for her.

**** THE MOTION TO APPROVE AGENDA ITEM 59-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF THREE (3) CITY-OWNED PROPERTIES PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

Telesco Secretarial Services



City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM.# 128-20 Accepted and Made Part of the Record (10-18-2021)

October 12, 2021

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that any item not acted upon at the final council session to be held on November 1, 2021 will be filed as sine die, and will require resubmission for December if action is still required.

Respectfully submitted,

Lydia N. Martinez
City Clerk

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21 OCT 12 PM 4: 15
ATTEST
CITY CLERK

BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 18, 2021
PAGE 1 of 1

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report(s).	*Finance Department*	
		Budget Update from City Department: (None requested)		
		NO ITEMS PENDING IN COMITTEE		

**CONTRACTS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 18, 2021
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
		NO ITEMS PENDING IN COMMITTEE		

**EDUCATION & SOCIAL SERVICES
COMMITTEE
NO PENDING ITEM
As of October 18, 2021**

Number	Type	Summary	Submitted by:	Date
		No items pending in Committee.		

**SPECIAL COMMITTEE ON GOVERNANCE
PENDING ITEMS
AS OF OCTOBER 18, 2021
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
19-20	Res.	Proposed resolution to review and amend the Bridgeport City Council Rules of Order as Adopted on December 7, 2020.	Council President A. Nieves, D-137 th	02/01/2020 (Cancelled & Carried over to 02/16/2020)

**JOINT COMMITTEE ON CONTRACTS AND ECD & ENVIRONMENT
PENDING ITEMS
AS OF OCTOBER 18, 2021
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
		NO ITEMS PENDING IN COMMITTEE		

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 18, 2021
PAGE 1 of 2**

Number	Type	Summary	Submitted by:	Date
20-19	Res.	Proposed resolution for an Ordinance and Moratorium regarding Honorary Street Naming. **Please Note: Item had been recreated as Item #196-19 as an actual ordinance which was passed on March 1, 2021	Councilmember(s): M. Valle, D-137 th & A. Vizzo-Paniccia, D-134 th .	Submitted on: 01/06/2020 , Ref'd to City Attorney on: 01/07/2020 Approved by Committee on 2/25/2020; PHO on 3/23/2020; PUBLIC HEARING CANCELLED DUE TO COVID-19 PANDEMIC; ITEM REMOVED FROM COUNCIL AGENDA ON 3/23/2020 (Adj meeting from 3/16/2020) DUE TO PH NOT TAKING PLACE; PHO on 3/30/2020 CT Post on 4/3/2020 PHH on 4/6/2020 Item tabled and Ref'd back to Committee on 4/6/2020; Tabled on 4/28/2020 Tabled on 5/27/2020, Tabled on 08/25/2020, Tabled on 11/05/2020, Tabled on 11/30/2020
60-19	Res.	Proposed Resolution in Support of HB 5139 – An Act Increasing the Maximum Fine for Operating a Snowmobile or All-Terrain Vehicle at an unreasonable Rate of Speed or in a negligent manner.	Councilmember: M. Brown, D-132 & M. Lyons, D-134	Submitted on: 03/02/2020, Ref'd to City Attorney on: 03/06/2020; Tabled on 3/30/2020 Special Meeting; Tabled on 4/28/2020, Tabled on 5/27/2020
131-19	Res.	Proposed resolution for the City Attorney to draft a Racial Equity Assistance Fund Ordinance.	Councilmember(s): Aidee Nieves, D-137 th S. Burns, D-130 th ; D. Taylor-Moye, D-131 st , J. Herron D-133 rd , E. Martinez D-139 th , M. Valle, D-137 th & E. Newton, D-139 th	Submitted on: 07/06/2020; Ref'd to City Attorney on: 07/08/2020, Tabled on 08/25/2020, Tabled on 11/05/2020.
135-19	Res.	Proposed Resolution to establish a Special Limited Duration Reduced Fee (<i>equivalent to that offered to City residents</i>) Parks Pass Program for access to Beardsley Park and Seaside Park for non-resident medical professionals during the duration of the COVID-19 Pandemic.	Councilmember(s): M. McBride-Lee, D-135 and Co-Sponsors: J. Cruz, D-131 & J. Herron, D-133	Submitted on: 07/06/2020; Ref'd to City Attorney on: 07/07/2020, Tabled on 08/25/2020, Tabled on 11/05/2020
136-19	Res.	Proposed Resolution for City Attorney to draft new Ordinance creating Citizens Advisory Board for the Reform of Policing in Bridgeport with oversight and advisory authority over disciplinary matters, practices, policies, procedures within the Bridgeport Police Department.	Councilmember(s): Aidee Nieves, D-137 th S. Burns, D-130 th ; J. Cruz, D. Taylor-Moye, D-131 st ; E. Brantley, D-132 nd ; A. Silva, D-136 th . M. Valle, D-137 th & E. Newton, D-139 th	Submitted on: 07/06/2020; Ref'd to City Attorney on: 07/07/2020, Tabled on 08/25/2020, Tabled on 11/05/2020

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 18, 2021
PAGE 2 of 2**

Number	Type	Summary	Submitted by:	Date
52-20	Res.	Proposed Resolution for a Policy to Prevent the Water Pollution Control Authority (WPCA) Foreclosure Crisis as State and Federal COVID-19 Pandemic Foreclosure Moratoriums Expire.	Councilmember(s): E. Martinez & E. Newton, D-139 th	Submitted on: 04/19/2021; NO ACTION TAKEN BY COMMITTEE ON: 04/27/2021, Tabled by Committee on: 06/22/2021.
109-20	Res.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.06 - Common Council, amend to add New Section 2.06.080 - Mandatory use of city assigned web address for city council business emails.	Councilmember E. Newton, D-139 th	Submitted on: 08/02/2021 (Off The Floor); Ref'd to City Attorney on: 08/04/2021; Approved by Committee on 8/24/2021; PH Ordered for 8/31/2021; City Council Tabled and Ref'd back to Committee on: 09/07/2021

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

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

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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



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October 7, 2021

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

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

Dear Councilpersons:

- a. **Submission Title**: Request for Litigation Settlement Approval.
- b. **Submitting Entity**: Office of the City Attorney.
- c. **Contact Person**: Associate City Attorney Richard G. Kascak, Jr. – contact info. above.
- d. **Approval Deadline**: Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary**: The plaintiff, Marcus Stewart, is claiming the defendant officer negligently and intentionally used unreasonable force in an incident occurring on October 22, 2017 at 980 Railroad Avenue, Bridgeport, CT.
- f. **Council Action Requested**: Approval of request for settlement.
- g. **Financial Impact Analysis**: Total cost to the City will be a total of \$55,000.00 to be paid to Attorney Robert Berke of 640 Clinton Avenue, Bridgeport in his capacity as Trustee for Marcus Stewart.
- h. **Funding Budget-Line**: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item “*Personal Property Claims Atty. #01-01-006-060-000-53010*”.

Page Two

i. **Proposed Motion:** Motion to authorize and approve payment of \$55,000.00 in full and final settlement of MARCUS STEWART RE: Marcus Stewart, et al. v. Leonard Altiero, et al - 3:19cv1266 (RNC).

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

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Christopher Meyer". The signature is fluid and cursive, with a large initial "R" and "M".

R. Christopher Meyer
City Attorney

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

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

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OFFICE OF THE CITY ATTORNEY

999 Broad Street

Bridgeport, CT 06604-4328

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



RECEIVED
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21 OCT 13 AM 11:52
CITY CLERK

October 12, 2021

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of William Gomez-Perez, et al v. Bridgeport Police Department, et al, Docket No. FBT-CV-19-6082893-S

Dear Councilpersons:

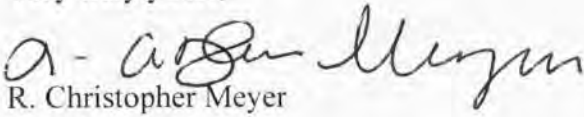
- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Lawrence A. Ouellette, Jr. – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On August 1, 2018, the plaintiff driver, William Gomez-Perez, and the four additional plaintiff passengers were involved in a motor vehicle accident with a Bridgeport police cruiser driven by Officer Kamar Dale Gidden at the intersection of Coleman Street and Olive Street in Bridgeport, CT.
- f. **Council Action Requested:** Approval of request for settlement.
- g. **Financial Impact Analysis:** Total cost to the City will be a total of \$44,500.00, comprised of \$22,250.00 to the plaintiff driver, William Gomez-Perez, and \$22,250.00 to the plaintiff passenger, Rosalba Perez-Paz, to be paid to Attorney Harrison Robbins-Pesce of Mills Law Firm, LLC, One Whitney Ave., Ste. 201, New Haven CT in his capacity as Trustee for William Gomez-Perez and Rosalba Perez-Paz.
- h. **Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item “*Personal Property Claims Atty. #01-01-006-060-000-53010*”.

Page Two

i. Proposed Motion: Motion to authorize and approve payment of \$44,500.00, comprised of \$22,250 to the plaintiff driver, William Gomez-Perez, and \$22,250.00 to the plaintiff passenger, Rosalba Perez-Paz, in full and final settlement of *William Gomez-Perez, et al v. Bridgeport Police Department – Docket No. FBT-CV-19-6082893-S*

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

Very truly yours,


R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
Lawrence A. Ouellette, Jr., Associate City Attorney
Amanda L. Keppler, Paralegal

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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October 12, 2021

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Jordan Taylor v. City of Bridgeport, Docket No. FBT-CV-18-6074307-S

Dear Councilpersons:

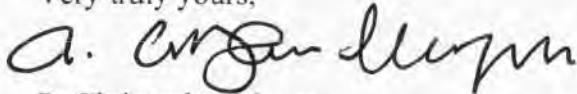
- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Bruce L. Levin – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On May 3, 2016, while walking on a sidewalk on Fairfield Ave. near its intersection with Howard Ave., plaintiff slipped and fell on a traffic control handhole box cover, breaking his ankle.
- f. **Council Action Requested:** Approval of request for settlement.
- g. **Financial Impact Analysis:** Total cost to the City will be a total of \$45,000.00 to be paid to Attorney Stephanie Z. Roberge of Kennedy, Johnson, Schwab & Roberge, LLC, 555 Long Wharf Drive, 13th Floor, New Haven CT in her capacity as Trustee for Jordan Taylor.
- h. **Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

Page Two

i. Proposed Motion: Motion to authorize and approve payment of \$45,000.00 in full and final settlement of *Jordan Taylor v. City of Bridgeport – Docket No. FBT-CV-18-6074307-S*

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

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Christopher Meyer". The signature is written in a cursive style with a large initial "R." and a long, sweeping underline.

R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
Bruce L. Levin, Associate City Attorney
Amanda L. Keppler, Paralegal

COMM. #133-20 Ref'd to ECD& ENVIRONMENT COMMITTEE on 10/18/2021

October 13, 2021

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

Re: Resolution – CT State Library – Historic Documents Preservation Program (#22213)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **CT State Library – Historic Documents Preservation Program** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: **CT State Library – Historic Documents Preservation Program (#22213)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: If awarded, funding from this grant will be used by the Town Clerk's office to preserve land records from Volumes 1526-1711, covering the dates of October 30th, 1974 through December 29th, 1983. This process will to serve to archive the documents and to make them more readily accessible. It will also free up valuable space in the City's document store vault. The process of scanning, digitizing, indexing, and uploading the records will be completed by an outside vendor specializing in the digitization of historic documents.

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

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 0
State:	\$ 10,263.12
City:	\$ 0
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$0
Supplies:	\$236.88
Travel:	\$0
Contractual:	\$10,263.12 (Document preservation vendor)
Other:	\$0

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$0	\$0
Other: Building Space & Utilities	\$0	\$0

**A Resolution by the Bridgeport City Council
Regarding the
CT State Library – Historic Documents Preservation Program (#22213)**

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

WHEREAS, this funding has been made possible through the **CT State Library – Historic Documents Preservation Program**; and

WHEREAS, funds under this grant will be used to scan, digitize, index, and upload land records from Volumes 1526-1711, covering the dates of October 30th, 1974 through December 29th; and

WHEREAS, this work will be conducted by an outside vendor specializing in the digitization of historic documents; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT State Library – Historic Documents Preservation Program** to digitally archive these City documents and to make them more readily accessible going forward.

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

1. That it is cognizant of the City's grant application to and contract with the **CT State Library** for the purpose of its **Historic Documents Preservation Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT State Library – Historic Documents Preservation 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. #134-20 Ref'd to PUBLIC SAFETY & TRANSPORTATION COMMITTEE
on 10/18/2021

October 13, 2021

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

**Re: Resolution – U.S. Department of Transportation Federal Aviation Administration (FAA) –
American Rescue Plan Act Airport Rescue Grant Program (#22375)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Transportation
Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant
Program** to be referred to the **Public Safety and Transportation Committee** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or
joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program (#22375)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding available to the Sikorsky Memorial Airport from the Federal Aviation Administration (FAA) through the American Rescue Plan Act Airport Rescue Grant Program. The Airport is eligible to apply for \$148,000.00 to cover costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments

CONTRACT PERIOD: 4 years (TBD)

Federal:	\$ 148,000.00
State:	\$
City:	\$
Other:	\$

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$
Equipment	\$
Other:	\$ 148,000.00

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

A Resolution by the Bridgeport City Council

**Regarding the
U.S. Department of Transportation Federal Aviation Administration (FAA) –
American Rescue Plan Act Airport Rescue Grant Program (#22375)**

WHEREAS, the **U.S. Department of Transportation Federal Aviation Administration** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan Act Airport Rescue Grant Program**; and

WHEREAS, the funds are allocated to assist airport sponsors in responding to the COVID-19 public health emergency and corresponding economic downturn; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program** to provide the airport with the resources necessary to respond to the pandemic.

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

1. That it is cognizant of the City's grant application to and contract with the **U.S. Department of Transportation Federal Aviation Administration** for the purpose of the **American Rescue Plan Act Airport Rescue Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Transportation Federal Aviation Administration** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY ATTORNEY
R. Christopher Meyer

OFFICE OF THE CITY ATTORNEY

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

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
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Tyisha S. Toms
Linda T. Wibbey



October 12, 2021

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

Re: Notice of Intent to Settle: William Gomez-Perez, et al v. Bridgeport Police Department, et al
Docket No. FBT-CV-19-6082893-S

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation, which stems from an incident on August 1, 2018 as follows. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interest of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Marciano Gomez-Salazar	Personal Injury	Harrison Robbins-Pesce, Esq. Mills Law Firm, LLC One Whitney Ave., Ste 201 New Haven, CT 06510	\$13,500.00

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

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

Thank you.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
Lawrence A. Ouellette, Jr., Esq.
Amanda L. Keppler, Paralegal

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OCT 13 AM 11:52
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OFFICE OF THE CITY CLERK
RESOLUTION FORM

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21 OCT 12 PM 4:09

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 132-20
Submitted by Councilmember(s): Jorge Cruz, Sr.
Co-Sponsors(s): Denese Taylor-Moye
District: 131ST
Subject: All Way Stop at Main Street and Whiting Street Intersection
Referred to: Board of Police Commissioners
City Council Date: October 18, 2021

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to ensure the safety and well-being of its citizens, inhabitants and all other persons traveling on the streets of Bridgeport; and

WHEREAS, our streets and roads are heavily travelled by motor vehicle, commercial truck, bicyclist, motorcyclist, and pedestrians alike; and

WHEREAS, Main Street at its intersection with Whiting Street is a densely developed urban street that routinely experiences a steady flow of commercial and other motor vehicles within the neighborhood along with distracted drivers from out of area in a rush to find the entrance to the Ferry Access Road; and

WHEREAS, residents complain of speeding vehicles on Main Street that upon coming to the Whiting Street intersection do not slow to enable traffic stopped at either of the Whiting Street stop signs to turn, enter, or cross the intersection thus increasing aggressive driver behavior and causing a number of accidents; and

WHEREAS, accidents in urban intersections create substantial risk of an out-of-control motor vehicle hitting a pedestrian crossing the street, in a crosswalk or walking along the sidewalk; and

WHEREAS, use of all-way stop signs can reduce aggressive driver behavior and intersection crashes by 53%, overall crashes at urban locations up to 71%, and pedestrian crashes by 39%; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Board of Police Commissioners authorize stop signs be placed on both sides of Main Street immediately before its intersection with Whiting Street with appropriate signage erected and stop lines painted on the road surface on both sides of Main Street before its intersection with Whiting Street.

-ATTACHMENT-



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

SECTION IV PUBLIC HEARING INFORMATION

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

Change in Item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

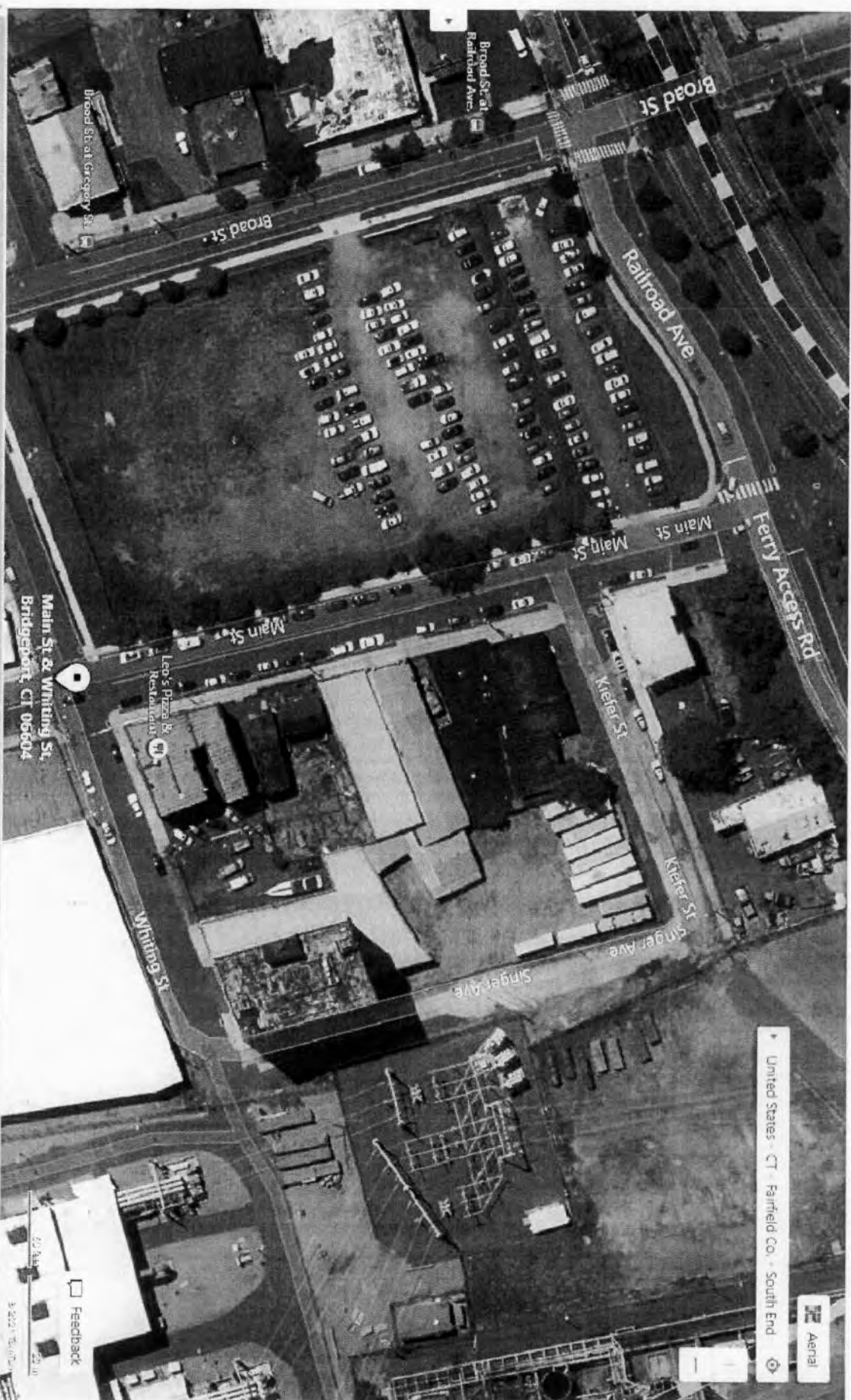
SECTION VII WITHDRAWN/SINE DIE INFORMATION

Change in Item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

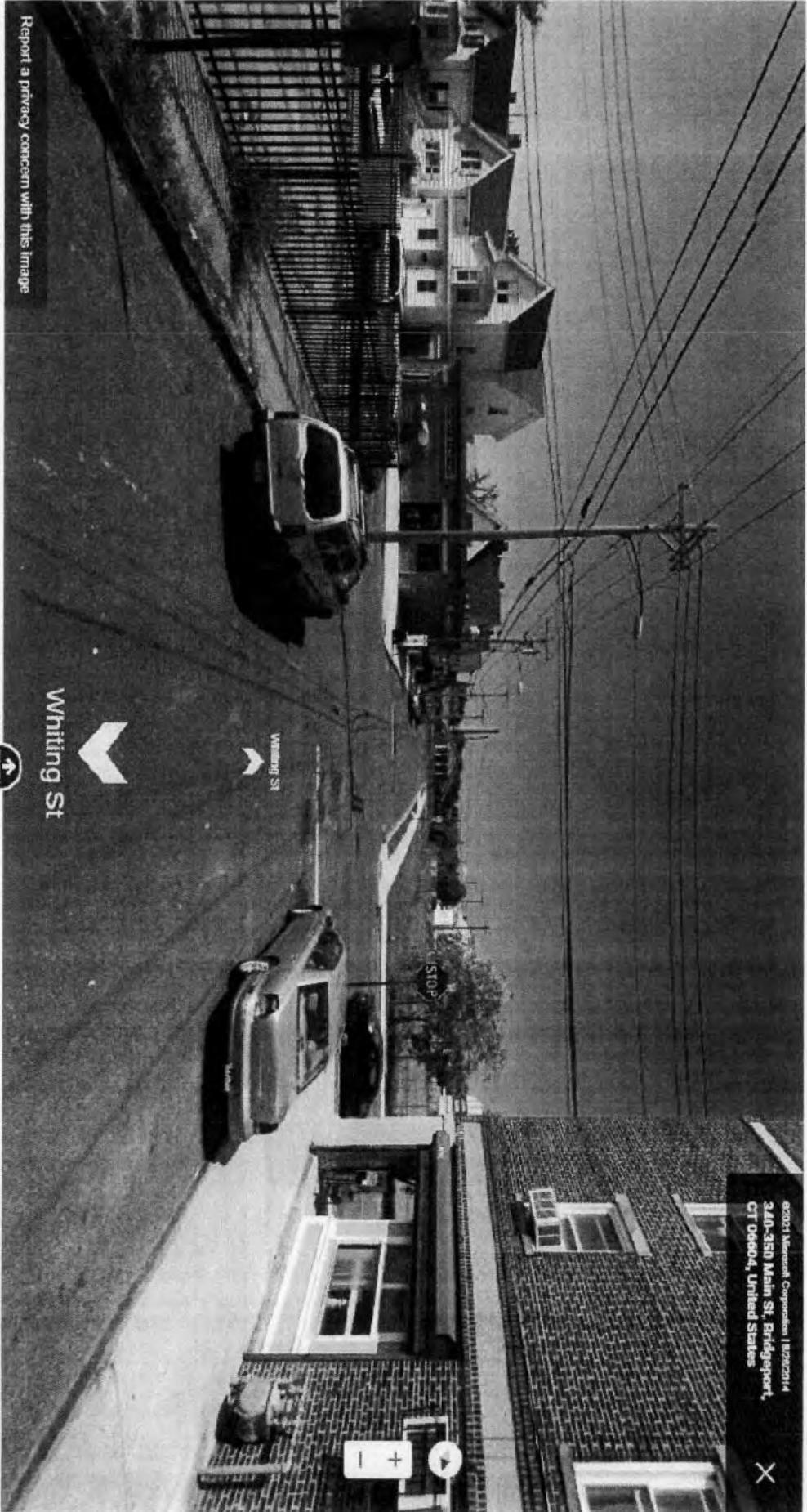
City Council Approval Date:

SECTION IX COMMENTS (if any)



United States · CT · Fairfield Co · South End

Aerial



©2021 Microsoft Corporation | 82022014
340-350 Main St, Bridgeport,
CT 06604, United States

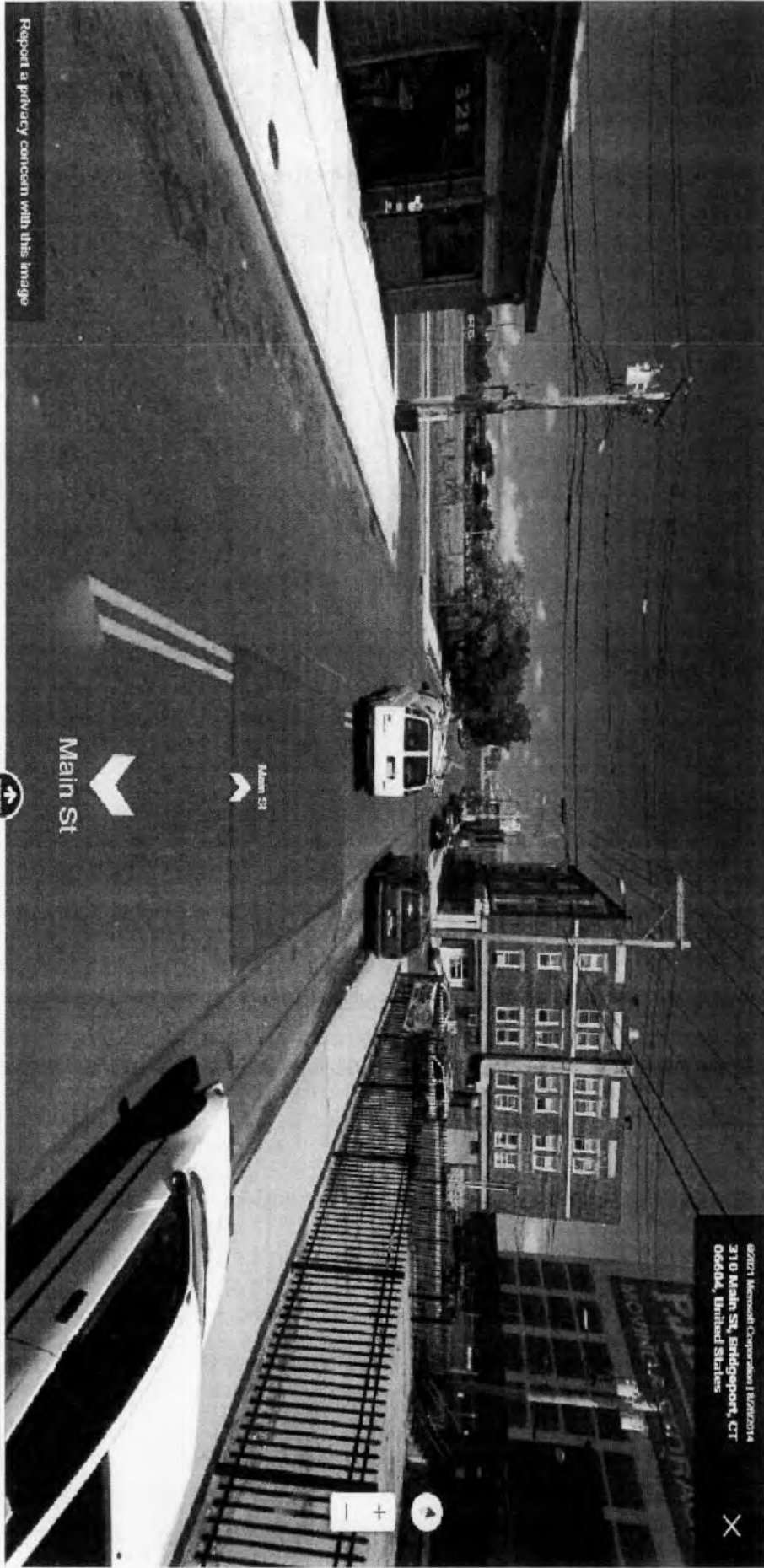
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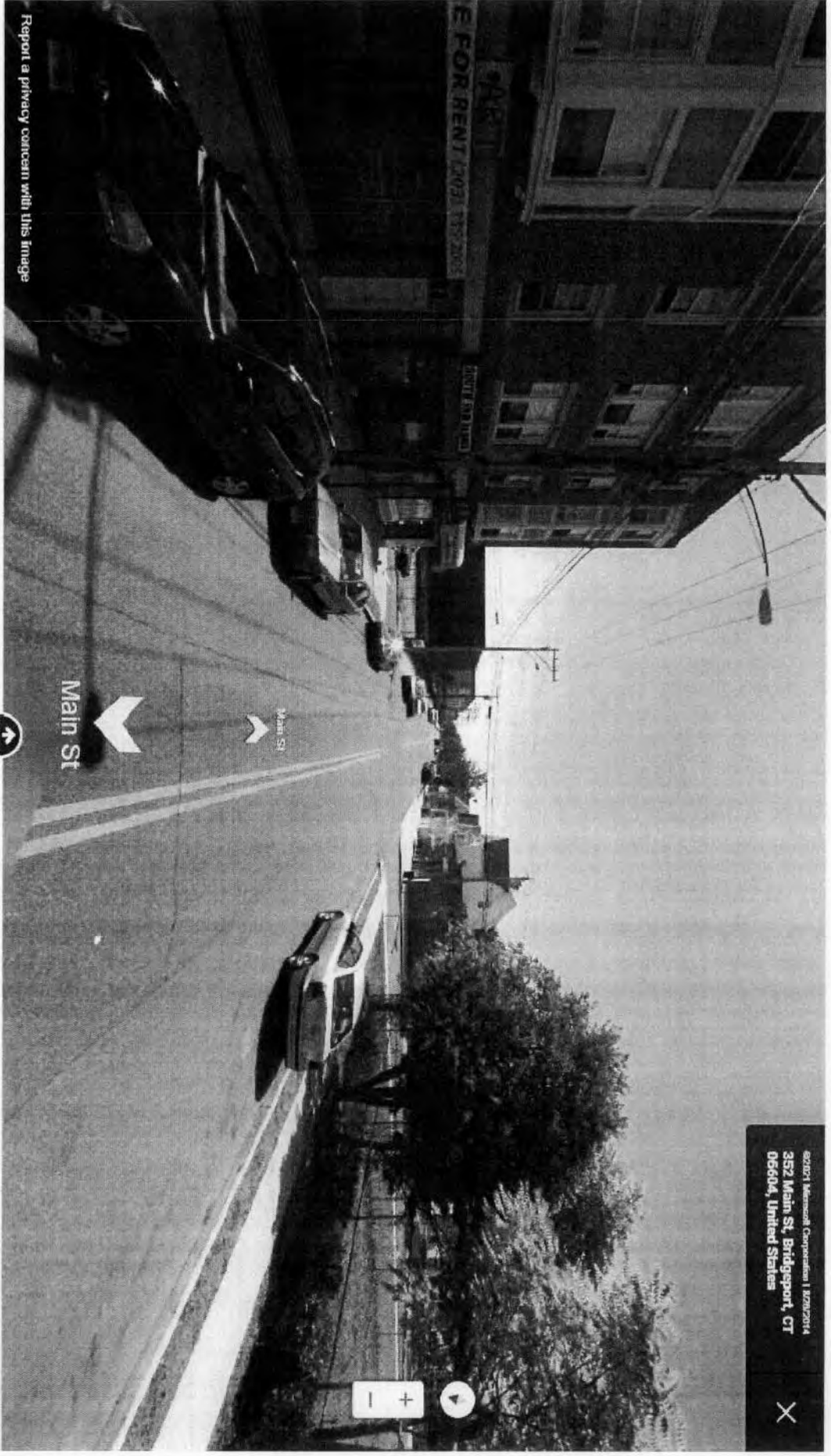
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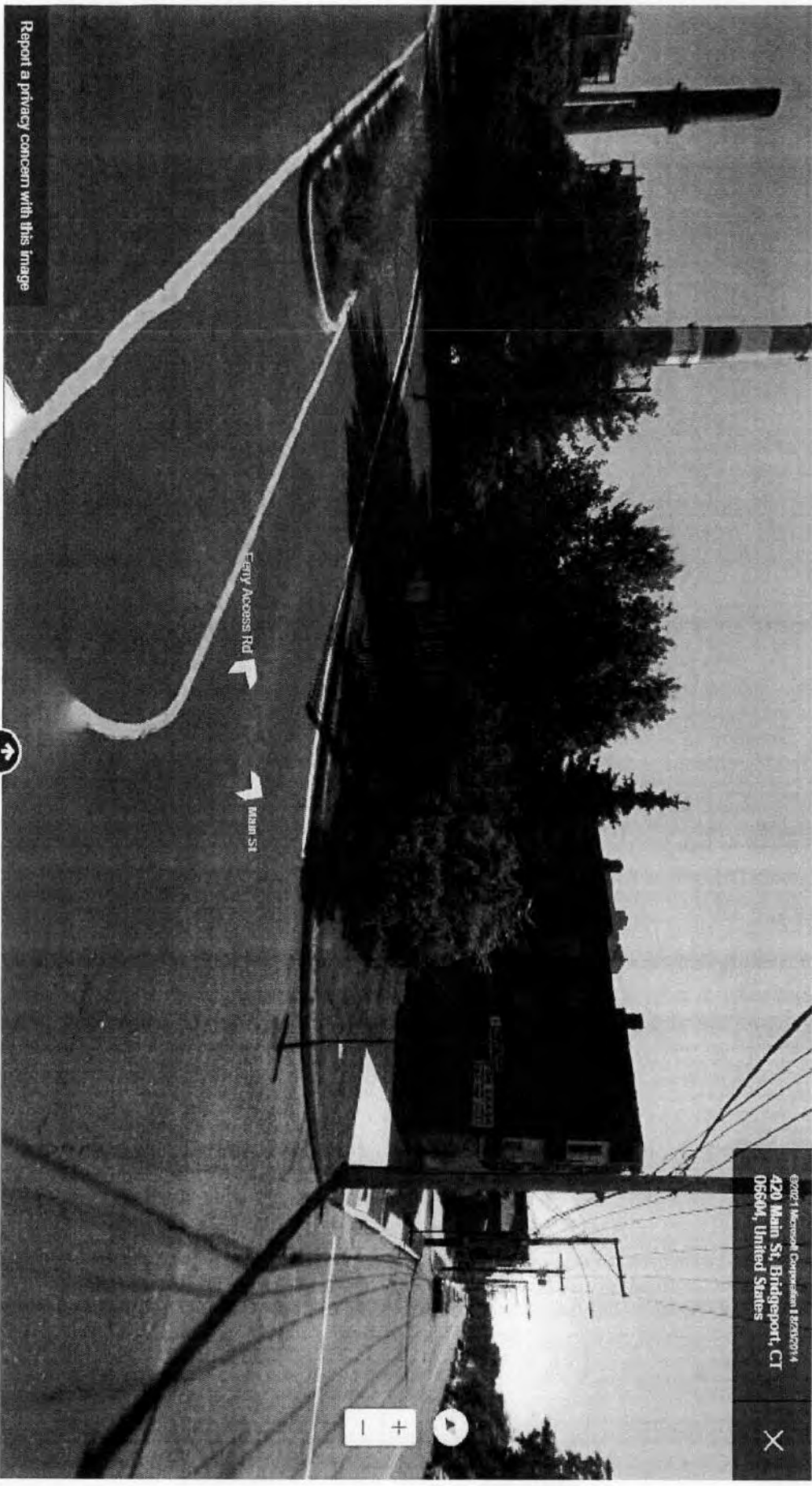
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Sitemap

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600 feet 100 m
10:20 AM 10/12/2021

Boyer, Mike

From: Cruz, Jorge
Sent: Tuesday, October 12, 2021 2:11 PM
To: Boyer, Mike
Cc: Taylor-Moye, Denese; Nieves, Aidee
Subject: Re: Request for a four way stop

Good afternoon Mike, yes that is the intersection that we would like for a four way stop 🕒. Thank you

Sent from my iPad

> On Oct 12, 2021, at 1:33 PM, Boyer, Mike <Mike.Boyer@bridgeportct.gov> wrote:

>

> Jorge confirm this is correct location and let me know on resolution. Denese you're on it also let me know if there a problem with that?

>

> -----Original Message-----

> From: Cruz, Jorge <Jorge.Cruz@Bridgeportct.gov>

> Sent: Friday, October 8, 2021 7:30 PM

> To: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Garcia, Rebeca <Rebeca.Garcia@Bridgeportct.gov>

> Cc: Aidee Nieves <aideeiniev@gmail.com>; Taylor-Moye, Denese <Denese.Taylor-Moye@bridgeportct.gov>

> Subject: Request for a four way stop

>

> Good evening Mike, I know that I'm sending you this email way after your work hours but I needed to send you this short video of a car accident that happened last week on Main and Whiting street in the Southend. I am requesting a Resolution be written to the police department and Board of police Commissioners to have the city engineers take a look at this troubling intersection. Please give me a call on Tuesday to answer any questions. Thank you 🙏

>

> Sent from my iPad

> <Main and Whiting Street.pdf>

> <All Way Stop MainStreet and WhitingStreet.pdf>

Item # *82-20 Consent Calendar

Appointment of Terri B. Williams (D) (U) to the Police Commission.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 18, 2021

Attest: Lydia N. Martinez
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

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *82-20 Consent Calendar

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

NAME

TERM EXPIRES

Terri B. Williams (D) ***(U)**
181 Harlem Avenue
Bridgeport, CT 06606

December 31, 2022

***AMENDED FROM THE FLOOR ON OCTOBER 18, 2021:
TO CHANGE PARTY AFFILIATION FROM DEMOCRAT (D) TO UNAFFILIATED (U).**

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

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

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 18, 2021

Item # *111-20 Consent Calendar

Resolution seeking information on recent outages from the United Illuminating Company.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 18, 2021

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *111-20 Consent Calendar

Whereas, residents of the Lower North End/West End have experienced a series of sustained power outages in the last month; and

Whereas, it is important to the health, safety, and welfare of our residents that reliable electrical service be provided throughout the city, especially during the hot summer months; and

Whereas, PURA requires that utility companies make information on power outages available to the public within 48 hours of such outages; and

Whereas, many residents affected by the recent UI outages have reached out to local government officials for information on the recent outages and are asking that their concerns about the reliability of their electrical service be addressed publicly by The United Illuminating Company.

Now therefore be it resolved by the City Council of the City of Bridgeport that the Public Safety and Transportation Committee request that representatives from The United Illuminating Company appear before the committee to address questions and concerns regarding the recent outages, as well as to discuss efforts to prevent similar power outages in the future.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *111-20 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

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

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 18, 2021

Item # *112-20 Consent Calendar

Resolution regarding 2021 Second Round of Sidewalk Repair Pilot Program.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 18, 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 NOV -3 PM 2:14
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *112-20 Consent Calendar

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property (ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *112-20 Consent Calendar

-2-

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

RESOLVED, BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A; and it is further

RESOLVED, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *112-20 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

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

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 18, 2021

EXHIBIT A

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - August 31, 2021**

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
74	Alameda Place	06610	Mark & Claudia	Phillips	\$6,147.75	\$6,147.75	\$12,295.50
480	Amsterdam Avenue	06606	Sonia & Anthony	Sanchez	\$4,355.00	\$4,355.00	\$8,710.00
134	Arcadia Avenue	06604	Brian & Kimberly	Monahan	\$6,619.25	\$6,619.25	\$13,238.50
95	Barclay Street	06610	Samie	Clarilus	\$4,228.50	\$4,228.50	\$8,457.00
122	Beardsley Park Terrace	06610	Sherly	Gordon-Henry	\$2,875.00	\$2,875.00	\$5,750.00
355	Birmingham Street	06606	Geina	Marrett	\$3,122.50	\$3,122.50	\$6,245.00
255	Bradley Street	06610	Tijwana	White	\$2,792.00	\$2,792.00	\$5,584.00
286	Bradley Street	06610	Jadwiga & Marian	Chmiel	\$4,015.00	\$4,015.00	\$8,030.00
176	Bunnell Street	06607	Emeline	Bravo-Blackwood	\$3,834.50	\$3,834.50	\$7,669.00
335	Courtland Avenue	06605	Alexis	Gill	\$2,922.00	\$2,922.00	\$5,844.00
141	Dixon Street	06606	Elizabeth	Percheson	\$6,207.25	\$6,207.25	\$12,414.50
30	East Eaton Street	06604	Michael & Teishalee	Hemmings	\$3,156.00	\$3,156.00	\$6,312.00
11	East Kensington Place	06610	Annette	McNeil	\$2,273.50	\$2,273.50	\$4,547.00
110	Ellsworth Street	06605	Deborah	Polson	\$3,223.50	\$3,223.50	\$6,447.00
89	Fayerweather Terrace	06605	Jane	Barnes	\$2,384.00	\$2,384.00	\$4,768.00
568	Granfield Avenue	06610	Juan & Miranda	Alvarez	\$5,145.25	\$5,145.25	\$10,290.50
105	Greystone Road	06610	Wayne & Elizabeth	Burns	\$3,371.50	\$3,371.50	\$6,743.00
175	Grovers Avenue	06605	Eiseleida	Adorno, et al	\$8,097.00	\$8,097.00	\$16,194.00
34	Harmony Street	06606	Andrea	Davis, et al	\$3,376.50	\$3,376.50	\$6,753.00
36	Hemlock Street	06605	Israel & Rosa	Cruz	\$2,621.50	\$2,621.50	\$5,243.00
138	Holly Street	06607	Stephen & Mazie	Freeman	\$2,977.00	\$2,977.00	\$5,954.00
366	Hooker Road	06610	Richard & Michaealine	Brown	\$3,675.00	\$3,675.00	\$7,350.00
385	Hooker Road	06610	Nancy	Marzan	\$4,065.50	\$4,065.50	\$8,131.00
140	Houston Avenue	06606	Chaz A.	Underwood	\$5,447.00	\$5,447.00	\$10,894.00
730	Howard Avenue	06605	Edgardo	Cepeda	\$2,469.50	\$2,469.50	\$4,939.00
347	Huntington Road	06608	Rodney	Foster	\$2,875.00	\$2,875.00	\$5,750.00
196	King Street	06605	Jonas & Kathleen	Balcius	\$4,760.00	\$4,760.00	\$9,520.00
331	Lake Avenue	06605	William F.	Elliott III	\$3,122.00	\$3,122.00	\$6,244.00
334	Lake Avenue	06605	Katherine	Reilly	\$3,189.50	\$3,189.50	\$6,379.00

EXHIBIT A

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
344	Lake Avenue	06605	Joseph & Karen	Graham	\$2,525.00	\$2,525.00	\$5,050.00
634	Laurel Avenue	06605	Kelvin	Parra Garcia	\$8,312.75	\$8,312.75	\$16,625.50
685	Laurel Avenue	06604	Manuel L.	Ferreira	\$9,066.50	\$9,066.50	\$18,133.00
1256	Laurel Avenue	06604	Yohana	Valle Manchego	\$8,496.00	\$8,496.00	\$16,992.00
135	Laurel Place	06604	Maria	Rodriguez	\$8,429.75	\$8,429.75	\$16,859.50
76	Lenox Avenue	06605	Troy John &	Saris Obanyoun	\$4,285.50	\$4,285.50	\$8,571.00
394	Lincoln Avenue	06606	Bing An	Li, et al	\$2,593.50	\$2,593.50	\$5,187.00
439	Lincoln Avenue	06606	Leshane	Lilly	\$2,716.50	\$2,716.50	\$5,433.00
2528	Main Street	06606	Damion & Hyacinth	Brown	\$2,697.50	\$2,697.50	\$5,395.00
3615	Main Street	06606	Aubrey & Naomi	Wright	\$2,910.50	\$2,910.50	\$5,821.00
575	Maplewood Avenue	06605	Edy & Ramona	Salcedo	\$3,478.50	\$3,478.50	\$6,957.00
156	Morningside Drive	06606	Daisy	Flores	\$2,685.50	\$2,685.50	\$5,371.00
44	Newton Street	06605	Michael & Lisa	Kirsic	\$2,929.50	\$2,929.50	\$5,859.00
2060	Noble Avenue	06610	Kingsley	Blake	\$3,728.50	\$3,728.50	\$7,457.00
260	Norland Avenue	06606	James	Smith, et al	\$3,048.50	\$3,048.50	\$6,097.00
518	Norman Street	06605	Johnny	Rivera	\$2,750.50	\$2,750.50	\$5,501.00
136	North Bishop Avenue	06610	Alvin & Linda	Wray	\$2,922.50	\$2,922.50	\$5,845.00
195	Pacific Street	06604	Mary	Barnard	\$2,804.00	\$2,804.00	\$5,608.00
223	Parrott Avenue	06606	Lorna A.	Williams	\$3,559.00	\$3,559.00	\$7,118.00
228	Pilgrim Place	06610	Pedro	Perez, et al	\$3,814.00	\$3,814.00	\$7,628.00
48	Poplar Street	06605	Jimmie	Jackson	\$3,536.50	\$3,536.50	\$7,073.00
98	Poplar Street	06605	Robin	Bruce	\$3,981.00	\$3,981.00	\$7,962.00
161	Prince Street	06610	Jorge & Frances	Velez	\$2,569.00	\$2,569.00	\$5,138.00
10	Quinlan Avenue	06605	Michael & Tina	Rembish	\$3,428.50	\$3,428.50	\$6,857.00
53	Redding Place	06605	Margaret	Donnelly, et al	\$2,985.50	\$2,985.50	\$5,971.00
306	Ruth Street	06606	Isaac & Maria	Alicea	\$2,325.50	\$2,325.50	\$4,651.00
658	Ruth Street	06606	Carmela	Williams	\$3,673.50	\$3,673.50	\$7,347.00
188	Scofield Avenue	06605	Adriano	Guedes	\$2,790.50	\$2,790.50	\$5,581.00
251	Thorme Street	06606	Mona	Louis-Charles	\$6,996.50	\$6,996.50	\$13,993.00
976	Wood Avenue	06604	Cleon & Natesha	Marshall	\$2,221.50	\$2,221.50	\$4,443.00
1055	Wood Avenue	06604	Chevon D.	Gallimore	\$4,507.50	\$4,507.50	\$9,015.00

Item# *117-20 Consent Calendar

Grant Submission: re Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA) Public Assistance Disaster Relief for Tropical storm Isaias.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 18, 2021

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *117-20 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security (DHS)
Federal Emergency Management Administration (FEMA)
Public Assistance Disaster Relief for Tropical Storm Isaias**

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

WHEREAS, this funding has been made possible through the **Public Assistance Grant Program**; and

WHEREAS, the purpose of the grant program is to assist communities responding to and recovering from major disasters or emergencies declared by the President; **FEMA has administratively numbered the declaration for the State of Connecticut as: EM-3535-CT** Under this declaration, FEMA will provide financial and/or direct assistance to the State of Connecticut under Category B of the Public Assistance Program as authorized by Section 502 of the Stafford Act; and

WHEREAS, 75% of eligible emergency protective measures taken to respond to the Tropical Storm Isaias emergency may be reimbursed under Public Assistance Category B. Emergency protective measures are activities conducted to address the immediate threats to life, public health, and safety; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **Department of Homeland Security Federal Emergency Management Administration Public Assistance Grant Program** to receive reimbursement of eligible costs incurred by city departments for Tropical Storm Isaias activities.

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

1. That it is cognizant of the City's grant application to and contract with **Department of Homeland Security Federal Emergency Management Administration** for the purpose of its **Public Assistance Program for Tropical Storm Isaias**; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *117-20 Consent Calendar

-2-

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

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

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

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

Item # 94-20 (Ref. #34-20)

Resolution requesting to move the Honorary Naming of the Paper Street of "Bishop Ronnie Brayboy Way" to the new location of Baldwin Street.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: October 18, 2021

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 94-20 (Ref. #34-20)

WHEREAS, the City Council of the City of Bridgeport on June 7, 2021 adopted the following resolution #34-20:

RESOLUTION

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

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

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

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

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 94-20 (Ref. #34-20)

-2-

WHEREAS, the sponsoring Councilmembers, along with the family of Bishop Brayboy and members of the House of God Community Church feel that the location is not befitting the contributions of Bishop Brayboy to the community; and

WHEREAS, the sponsoring Councilmembers, along with the family of Bishop Brayboy and members of the House of God Community Church request that the designation "Bishop Ronnie Brayboy Way" for the paper street traversing the parking lot of the House of God Community Church be rescinded; and

WHEREAS, the sponsoring Councilmembers, along with the family of Bishop Brayboy and members of the House of God Community Church request that the designation "Bishop Ronnie Brayboy Way" be moved several hundred feet from 994 Stratford Avenue to Baldwin Street adjacent to the Baker-Isaac Funeral Services at 985 Stratford Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council to honor and show appreciation for his years of service that the designation "Bishop Ronnie Brayboy Way" for the paper street traversing the parking lot of the House of God Community Church as adopted in resolution #34-20 be rescinded and that Baldwin Street be named honorarily as "Bishop Ronnie Brayboy Way" with appropriate signage denoting that honor placed on that location.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

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

Jeanette Herron, D-133rd

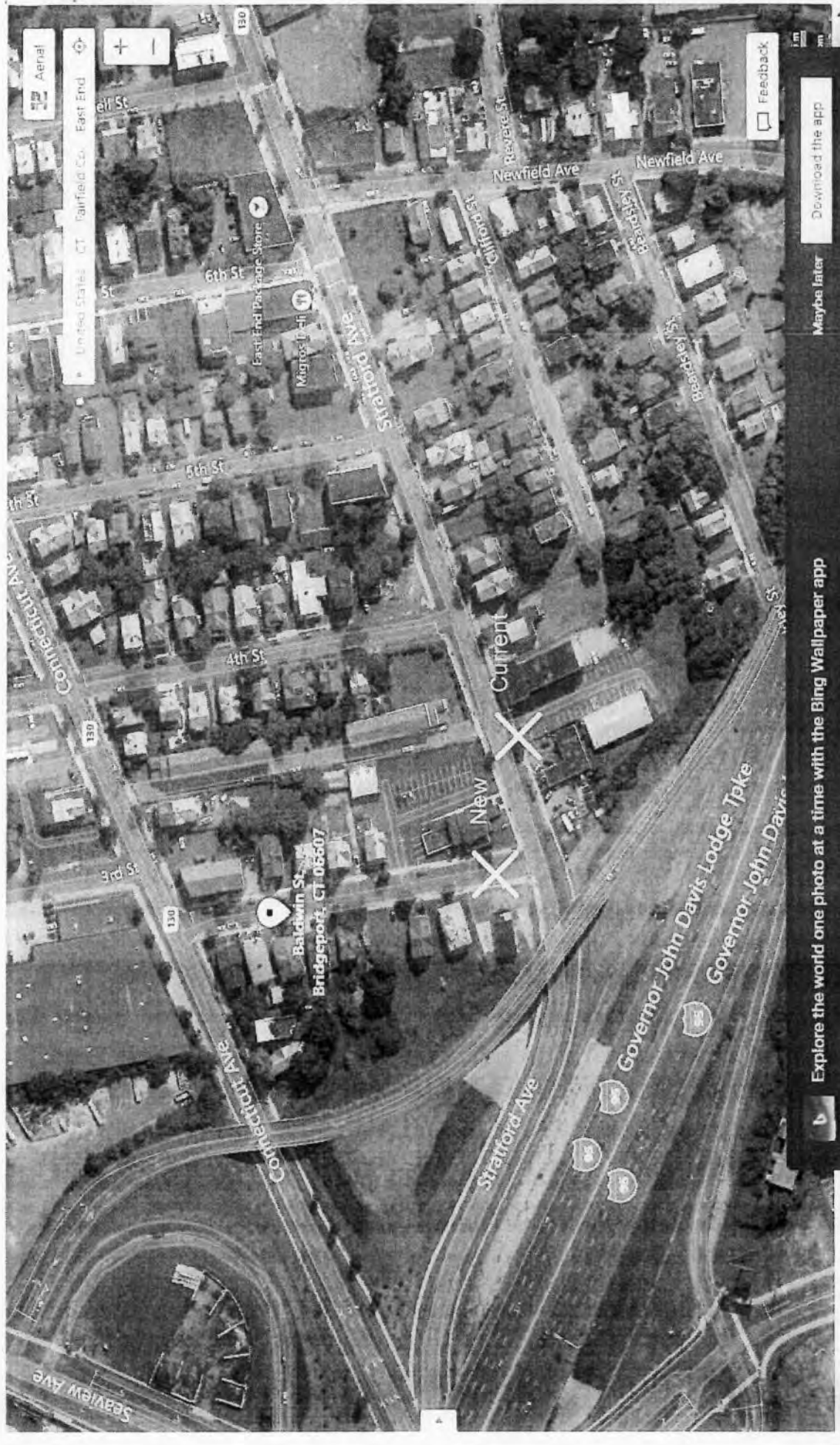
Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

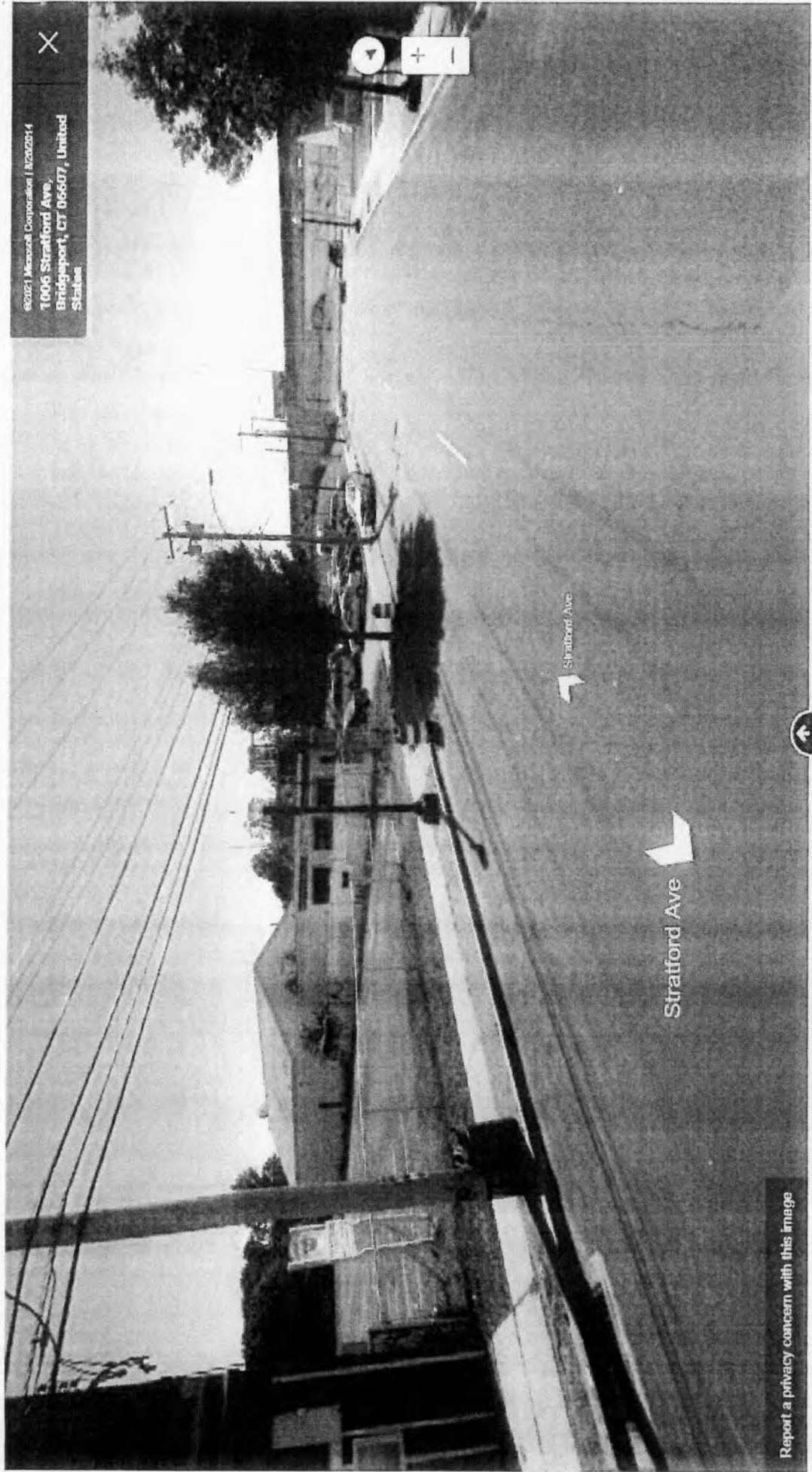
Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

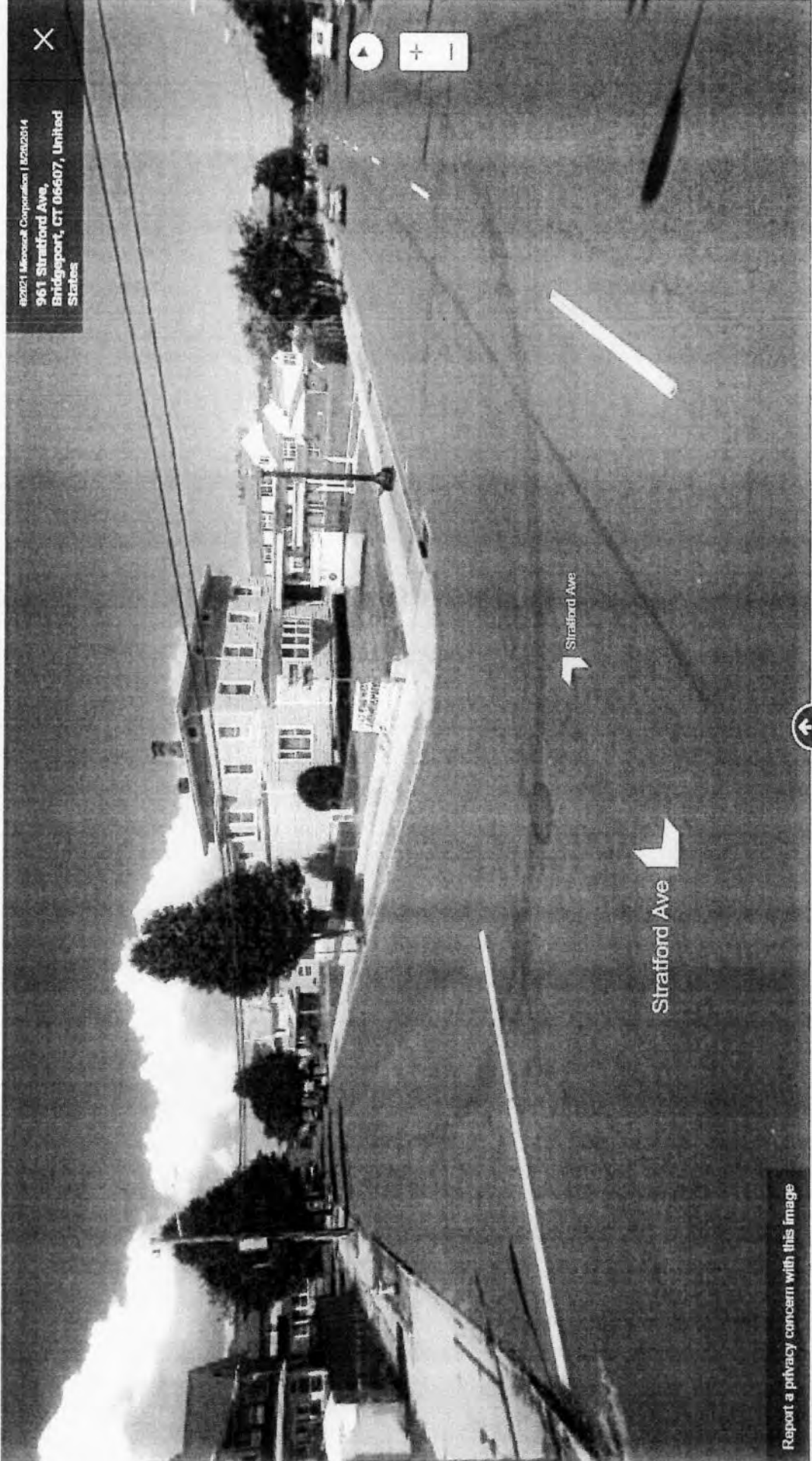
City Council Date: October 18, 2021



Baldwin St, Bridgeport, CT 06607

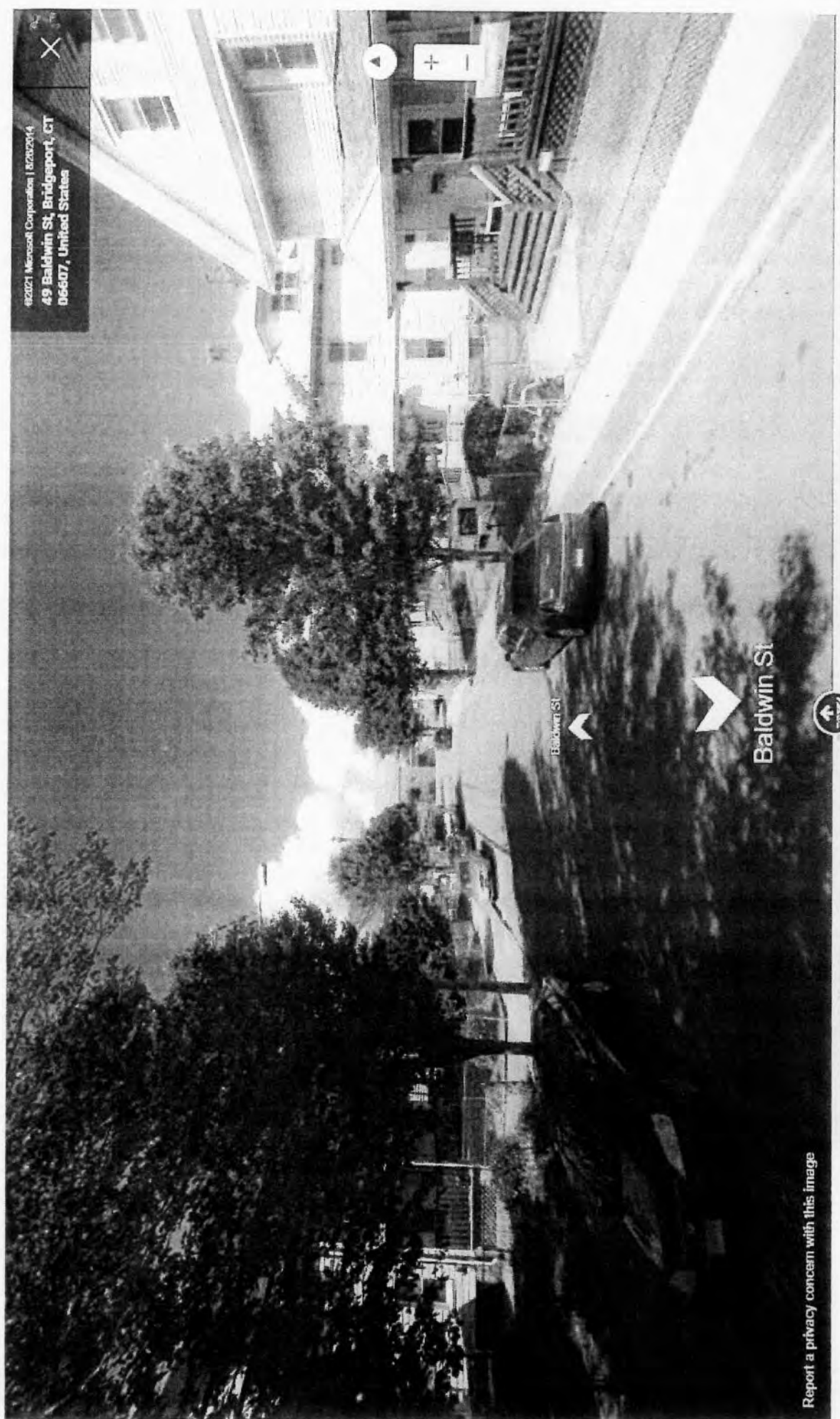


Report a privacy concern with this image





Report a privacy concern with this image



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49 Baldwin St, Bridgeport, CT
06607, United States

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Maybe later

Download the app

Item# *59-20 Consent Calendar

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



Report
of
Committee
On

CEA and Environment

City Council Meeting 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
Tabled by Full Council: August 2, 2021
Resubmitted: September 7, 2021
Tabled by Full Council: September 7, 2021
Resubmitted: October 4, 2021
Tabled by Full Council: October 4, 2021
Resubmitted: October 18, 2021

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

Approved by: _____
Date Signed: _____
Joseph P. Ganim, Mayor

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
21 NOV -3 PM 2: 14
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *59-20 Consent Calendar

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

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

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

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

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

1503 State Street #Rear:

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

33-35 Lee Avenue

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

1564 Seaview Avenue

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

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

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



City of Bridgeport, Connecticut Office of the City Clerk

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

-2-

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

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

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

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: June 7, 2021
Tabled by Full Council: June 7, 2021
Resubmitted: July 6, 2021
Tabled by Full Council: July 6, 2021
Resubmitted: August 2, 2021
Tabled by Full Council: August 2, 2021
Resubmitted: September 7, 2021
Tabled by Full Council: September 7, 2021
Resubmitted: October 4, 2021
Tabled by Full Council: October 4, 2021
Resubmitted: October 18, 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		12/29/1965

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 Fir 1:	
Interior Fir 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
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	

Extra Features

Extra Features

Legend



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

Building Layout

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

Building Sub-Areas (sq ft)

Legend

No Data for Building Sub-Areas

No Data for Extra Features

Land

Land Use

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

Land Line Valuation

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

Outbuildings

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

Valuation History

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

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

TOPO	UTILITIES	STRT / ROAD	LOCATION	Code	Appraised	Assessed
				21	136,320	95,420
				55	8,670	6,070

RECORD OF OWNERSHIP	BX-VOL PAGE	SALE DATE	QU	VI	SALE PRICE	VC	Total
BRIDGEPORT CITY OF	4473 0121	12-11-2000	U	I	0	0	144,990
	1327 0288	12-28-1965	U	I	0	0	101,490

EXEMPTIONS	Year	Code	Description	Amount	OTHER ASSESSMENTS	Year	Code	Assessed	V	Year	Code	Assessed	Total
	2015	BAAX		101490.00		2019	21	95,420		2018	21	95,420	101,490
							55	6,070			55	6,070	101,490

ASSESSING NEIGHBORHOOD	Nbhd Name	Code	Description	Number	Amount	Comm Int
	B					

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

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

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

LAND LINE VALUATION SECTION	Unit Price	Size Adj	Site Index	Contd	Nbhd	Nbhd Adj	Notes	Location Adjustment	Adj Unit P	Land Value
	8.21	1.00000		1.00	IC	0.800		1.0000	6.57	136,320

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

LAND LINE VALUATION SECTION	Parcel Total Land Area	Parcel Total Land Area	Total Land Value
	20,757 SF	20,757 SF	136,320

VISION

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

CONDO DATA	
Parcel Id	Ownr
Adjust Type	B
Condo Flr	S
Condo Unit	Factor%

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

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr 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

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



No Sketch



City of Bridgeport

My Map



1:426



Legend

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

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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:

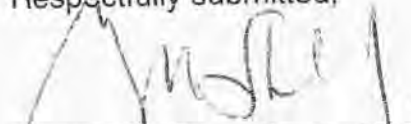
\$90,000
NINETY THOUSAND DOLLARS

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

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

Owner of Record

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

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

Ownership History

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

Building Information

Building 1 : Section 1

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

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	

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



(<http://images.vgsi.com/photos2/Bridgeport.ct/Photos/\00\09\51\51.jpg>)

Building Layout

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

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

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

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

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

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

Outbuildings

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

Valuation History

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

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

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

CONSTRUCTION DETAIL (CONTINUED)		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd	Description	Description
Parcel Id	C	Ownie	S
Adjust Type	B	Description	Factor%
Condo Fir			
Condo Unit			
CONDO DATA			
COST/MARKET VALUATION			
Building Value New			1,000
Year Built			
Effective Year Built			
Depreciation Code			
Remodel Rating			
Year Remodeled			
Depreciation %			
Functional Obsol			
External Obsolescence			
Trend Factor			1.000
Condition			
Condition %			
Percent Good			
RCNLD			
Dep % Ovr			
Dep Ovr Commitment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			

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

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



No Sketch

Property Location 33 LEE AV #35
 Vis an ID 8772
 Account # EB-0111000
 Map ID 20/1151/317
 Blg # 1
 State Use 921
 Print Date 7/19/21 19:25:53

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	Blgh Name	Card #	1 of 1
BRIDGEPORT CITY OF						Sec #	1 of 1	
EXEMPT PARCEL N/A		SUPPLEMENTAL DATA					CURRENT ASSESSMENT	
BRIDGEPORT CT		All Pict ID 1151-31	Description		Code	Appraised	Assessed	8015
		Census Tr CEN789	Ex Res Int		11	20,040	14,030	
		Head	Ex Res Club		14	350	250	
		Abstract 2131200	Special Dis		BRIDGEPORT, CT			
		Fronte	Assoc Pld#		VISION			
		GIS ID 1151-31						

RECORD OF OWNERSHIP		BACKLAP SALE DATE QUANTITY SALE PRICE		PREVIOUS ASSESSMENTS (HISTORY)					
BRIDGEPORT CITY OF		0090	0000	Year	Code	Assessed	Year	Code	Assessed
				2017	11	14,030	2018	11	14,030
				2020	14	250	2021	14	250
				Total		14,280	Total		14,280

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Description	Amount	Code
2015	BAAX	14280.00	
Total		14,280.00	
ASSESSING NEIGHBORHOOD		NOTES	
Nbhd	Name	E Tracing	
005		Back	

APPRaised VALUE SUMMARY	
Appraised Bldg. Value (Card)	35
Appraised Xt (B) Value (Bldg)	20,04
Appraised Db (B) Value (Bldg)	20,39
Appraised Land Value (Bldg)	C
Total Appraised Parcel Value	20,390

BUILDING PERMIT RECORD		VIStT/CHAnGE HIS'TORY	
Permit Id	Issue Date	Type	Description
Amount		% Comp	Date Comp
Comments		Date	
		05-24-2008	08-14-2008
		08-09-1981	
		DWM	BS
		OT	IC
		98	99
		As Field Re-let	Vicinal Lot Insp
			Inside Inspection
Total Appraised Parcel Value		20,390	

LAND LINE VALUATION SECTION													
Use Code	Description	Zone	Land Type	La vt Units	Unit Price	Size Adj	Site Index	Cont.	Nbhd	Nbhd Adj	Location Adjustment	Adj Unit ?	Land Value
1	921	Mun Lnd Res	RC	3,015 SF	15.32	1,0000	5	0.70	0640	0.820	1,0000	6.65	20,040
Total Card Land Units				3,015 SF	Parcel Total Land Area 0.5632								Total Land Value
													20,040



MGS, 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

1:213

Legend

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





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

SUBJECT

Borrower: City of Bridgeport File No. N/A
 Property Address: 33 Lee Ave # 35 Census Tract: 0709.00 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

NEIGHBORHOOD

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 Land Use: 20 % One-Unit 30 % 2-4 Unit 10 % Apts 5 % Condo 15 % Commercial
 Change in Present Land Use: Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy: Owner Tenant <10 % Vacant
 One-Unit Price Range: \$ N/A to \$ N/A Predominant Value \$ N/A
 One-Unit Age Range: N/A yrs. to N/A yrs. Predominant Age N/A yrs.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise):
The subject is situated in a residential/industrial area of the City in the West End. It has average appeal in the market. It is convenient to transportation routes as well as all required services.

SITE

Dimensions: See GIS Map = 0.07 Acres
 Zoning Classification: RC 2,700 SF/Dwelling Unit
 Highest and Best Use: Present Use Other (specify) Improve as per regulations
 Public: Other (Describe):
 Elec. At Street
 Gas At Street
 Water At Street
 San Sewer At Street
 Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS: Street Access Public Private; Surface Asphalt; Maintenance Public Private; Storm Sewer ; Curb/Gutter ; Sidewalk ; Street Lights
 Topo Level: Level
 Size: 0.04 Acres
 Shape: Rectangular
 View: Industrial/Residential
 Drainage: Assumed Adequate
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions):
the street. The most probable user is an adjacent property owner. The site appears level.
 The subject has all required services at

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	33 Lee Ave # 35 Bridgeport, CT 06605	41 Lee Ave Bridgeport, CT 06605	55 Bunnell St Bridgeport, CT 06607	319 Wilmot Ave Bridgeport, CT 06607
Proximity to Subject		0.01 miles N	2.11 miles E	2.33 miles E
Sales Price	\$ N/A	\$ 11,000	\$ 10,000	\$ 10,000
Price \$/SF Adj	\$ N/A	\$ 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
DATE OF SALE/TIME ADJ	N/A	7/13/18	11/15/19	5/1/19
Location	Average	Average	Average	Average
Site/View	0.07 Acres	0.08 Ac/Res	0.07 Ac/Res	0.09 Ac/Res
Zone	RC	RC	RC	RBB
Approved Lot	No	No	No	No
Legal/Survey	Fair	Average	Average	Average
See Addenda		-2,500	-2,500	-2,500
Sales or Financing Concessions	N/A			N/A
Net Adj. (Total)		\$ -2,500	\$ -2,500	\$ -2,500
Indicated Value of Subject		\$ 8,500	\$ 7,500	\$ 7,500
Comments on Market Data	Use of older data is warranted as it is on the subject street.			

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

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

RECONCILIATION

I (WE) ESTIMATE THE MARKET VALUE AS DEFINED OF THE SUBJECT PROPERTY AS OF March 4, 2020 TO BE \$ 8,000

Appraiser: Daniel Conte Date of Signature and Report: March 5, 2020
 Title: MAI
 State Certification #: RCR 0000131 ST CT
 Dr State License #: RCG 557 ST CT
 Expiration Date of State Certification or License: 04/30/2020
 Date of Inspection (if applicable): March 4, 2020
 Supervisory Appraiser (if applicable): George M. Shawah, Jr., MAI
 Date of Signature: March 5, 2020
 Title: MAI
 State Certification #: RCG 557 ST CT
 Dr State License #: RCG 557 ST CT
 Expiration Date of State Certification or License: 04/30/2020
 Date of Inspection: March 4, 2020

Did Did Not Inspect Property

Supplemental Addendum

File No. N/A

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

• 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.

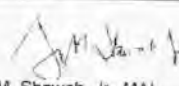
Certification Supplement

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

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

Supervisory Appraiser(s):

 George M. Shawah, Jr., MAI

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

PRIVACY NOTICE

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

Types of Nonpublic Personal Information We Collect

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

Parties to Whom We Disclose Information

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

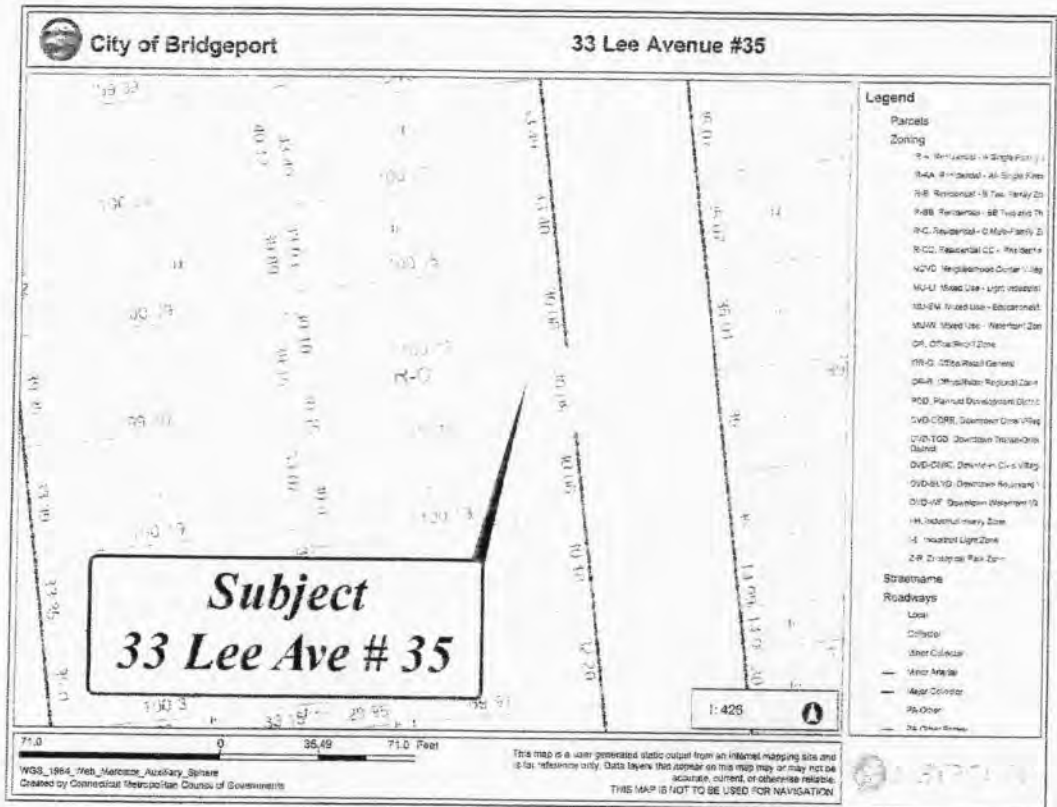
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

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

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

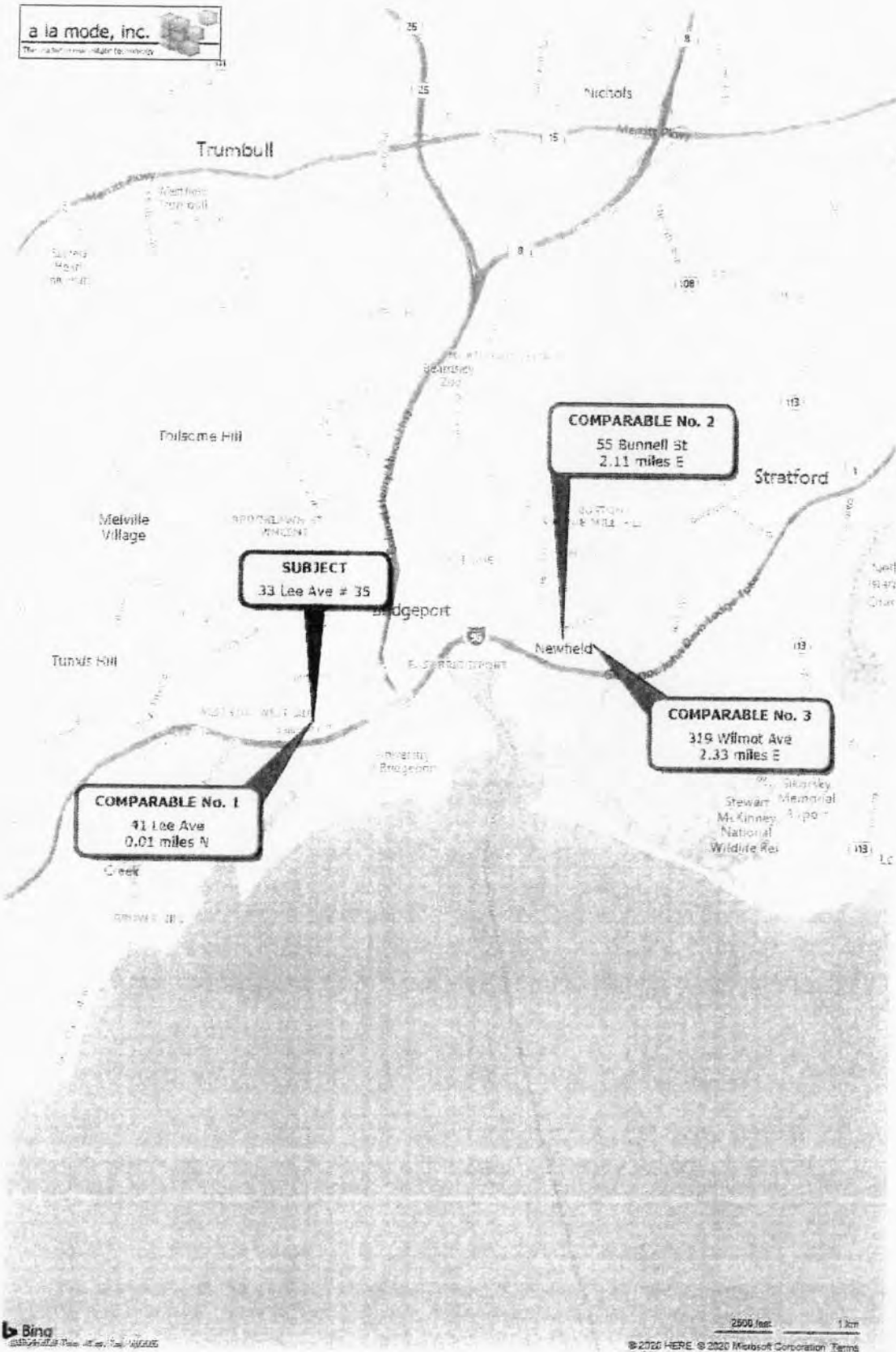
GIS Map



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	State	CT	Zip Code	06605
Client	City of Bridgeport						



Subject Front

33 Lee Ave # 35

N/A

Average
0.07 Acres

Subject Rear



Subject Street

Comparable Photo Page

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



Comparable 1

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



Comparable 2

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

MLS Photo



Comparable 3

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

MLS Photo

Assumptions, Limiting Conditions & Scope of Work

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.


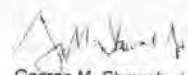
Additional Certifications:

DEFINITION OF MARKET VALUE *:

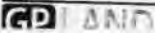
Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition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

SIGNATURE



1564 SEAVIEW AV

Location 1564 SEAVIEW AV

Mblu 43/ 749/ 1/ 1

Acct# RG-0029850

Owner BRIDGEPORT CITY OF

Assessment \$1,477,910

Appraisal \$2,111,290

PID 5251

Building Count 1

Current Value

Appraisal

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

Assessment

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

Owner of Record

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

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

Ownership History

Ownership History

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

Building Information

Building 1 : Section 1

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

Replacement Cost

Less Depreciation: \$1,455,960

Building Attributes

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

Building Photo



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

Building Layout



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

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

Extra Features

Extra Features

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

Land

Land Use

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

Land Line Valuation

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

Outbuildings

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

Valuation History

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

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



City of Bridgeport

My Map



Legend

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

1: 1,703

283.9 0 141.95 283.9 Feet

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

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments



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

RECEIVED
CITY CLERKS OFFICE
21 OCT 13 PM 3:32
ATTEST
CITY CLERK

TABLE OF CONTENTS
Letter of Transmittal
Photos of Subject Property

		<u>PAGE</u>
I.	Identification	1
II.	Legal Description	1
III.	Assessment and Taxes	1
IV.	Property Rights Appraised	2
V.	Purpose of the Appraisal	2
VI.	Scope of the Appraisal	3
VII.	Definition of Market Value	4
VIII.	City Data	5-8
IX.	Zoning	9
X.	Neighborhood Data	10-11
XI.	Site Data	12-13
XII.	Highest and Best Use	14-15
XIII.	The Appraisal Process	16-17
XIV.	Direct Sales Comparison Approach	18-24
XV.	Assumptions and Limiting Conditions	25-26

■ Site Plan ■ Comparable Sales Map
■ Flood Plain Map ■ Certification & Qualification of Appraiser



REPLY TO:
P.O. Box 744
BRIDGEPORT, CT 06604

10 MIDDLE STREET • BRIDGEPORT, CT 06604 • (203) 335-5117 • FAX (203) 335-5119

October 13, 2021

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 October 10, 2021.

The intended users of this appraisal report are Mr. Max Perez and 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 and the legal description describes a site of approximately 23,000 square feet. Your appraiser suggests that a survey be performed to determine the actual square footage of the site.

For the purpose of this appraisal, the client has requested an estimate of Market Value based on the larger land area described in the legal description.

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, based on approximately 23,000 square feet of total land area as of October 10, 2021 is:

\$138,000
ONE HUNDRED & THIRTY EIGHT 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

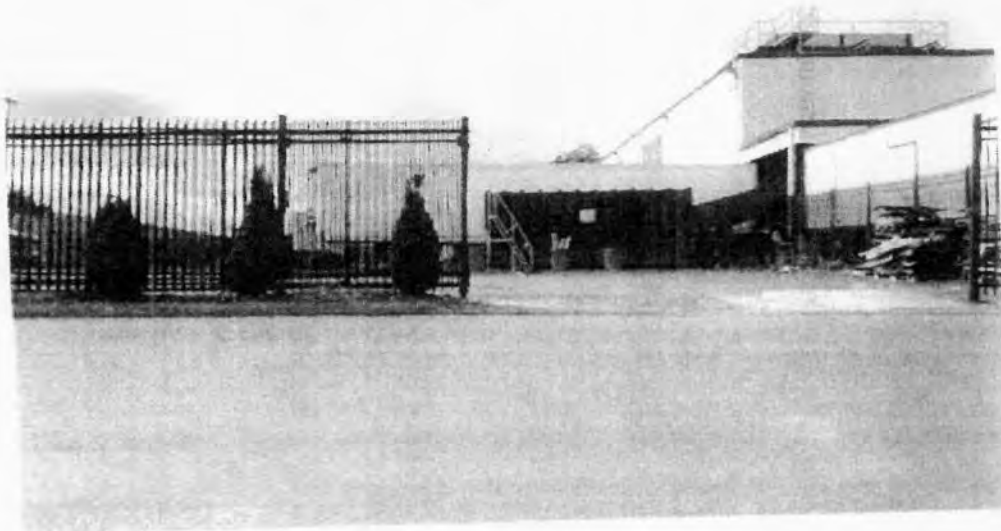
Exp. Date: April 30, 2022

GMSjr:jc

2021: 1503 State St. Bpt.

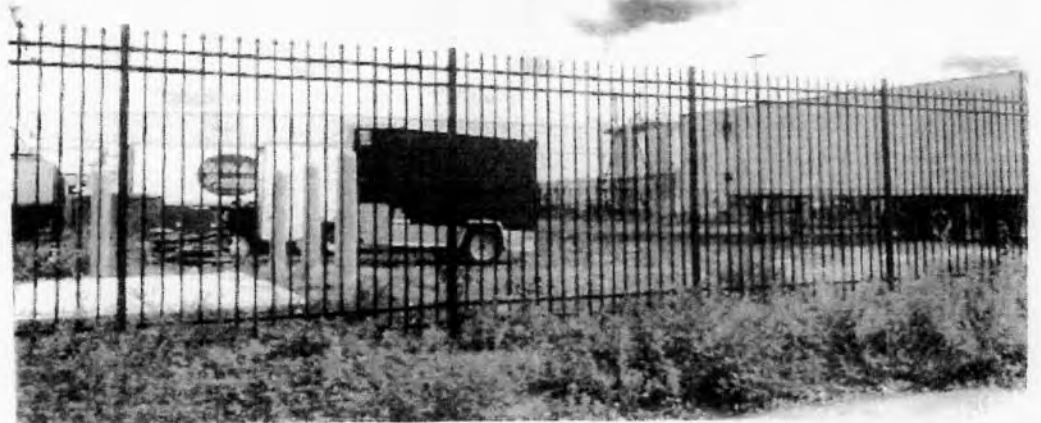
BALDWIN PEARSON
A COMPANY, INCORPORATED

Subject Property
Facing West



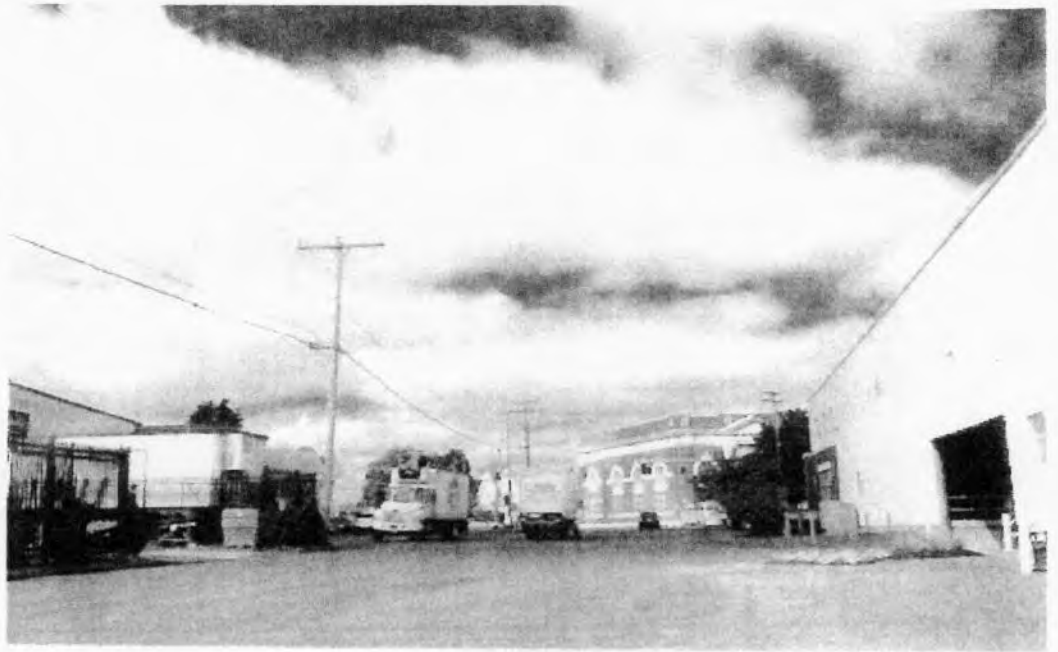
Subject Property
Facing West from
Hancock Avenue

1503 State Street Rear
Facing East



BALDWIN PEARSON
A COMPANY, INCORPORATED

Hancock Avenue
Facing North



Lesbia Street
Facing South

I. Identification

1503 State Street (rear) Bridgeport, Connecticut
Identified in the Tax Assessor's office on Map 19, Block 1233, Lot 20 A

Owner of Record: City of Bridgeport Planning & Economic Development

Title History

The property has been under the same ownership name for more than 50 years. It has not been offered for sale in the open market.

II. Legal Description

Beginning at a point, as monumented, in the easterly side of Hancock Avenue one hundred, sixty-two and 50/100 (162.50) feet northerly from the Intersection formed by the said easterly side of Hancock Avenue and the northerly side of State street, thence running northerly along said easterly side of Hancock Avenue, one hundred, twelve and 91/100 (112.91) feet to a point as monumented; thence easterly by land now or formerly of John and Annie Fekete one hundred twenty-five and 40/100 (125.40) feet to a point marked by an iron post; thence northerly at 90° angle seven and 76/100 (7.61) feet to a point marked by an iron post; thence easterly at 90° angle and now or formerly of Joseph and Angela Moni, eighty two (82) feet at a point marked by an iron post; thence running southerly along the easterly side of Lesbia Street, one hundred, twenty (120) feet to a point marked by an iron post; thence running westerly at 90° angle, two hundred and seven and 49/100 feet (207.49) feet to the place or point of beginning.

III. Assessment and Taxes

Commercial Land	\$145,430
OB&Y	<u>\$6,230</u>
Total:	\$151,770

Mill Rate: 43.45 mills Annual Taxes: \$6,595

Revaluation Date: October 1, 2020

The Tax Assessor's opinion of full Market Value as of that date is \$216,820.

IV. Property Rights Appraised

The Fee Simple Estate as of October 10, 2021. The Fee Simple Estate involves an absolute ownership unencumbered by any other interest or estate subject only to the limitations of eminent domain, escheat, police power and taxation. (The Dictionary of Real Estate Appraisal).

V. Purpose of the Appraisal

The purpose of this appraisal is to estimate the Market Value of the Fee Simple Estate of the subject property, as of October 10, 2021 for the negotiation of a possible sale. The property consists of a generally rectangular shaped industrial/commercial site, with a total land area based on the legal description, of approximately 23,000± SF or .523 Acres. The actual land area based on field measurements by your appraiser is approximately (17,845 square feet). At the client's request, I will use the greater land area identified on the Legal Description.

Intended Use and User

My client in this appraisal report is Mr. Max Perez, and the City of Bridgeport Economic Development Office. The appraisal will be used to negotiate a possible sale.

Hypothetical Condition

A condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

In this case, the Tax Assessor shows a total land area of 20,757 square feet or .477 Acres and the legal description shows a land area of 23,000± square feet. In actuality the total land area, based on an actual field measurement is approximately 17,845 square feet or .41 Acres.

VI. Scope of the Appraisal

As part of this appraisal, the appraiser made a number of independent investigations and analyses. He relied upon data retained in his office, which is updated on a regular basis for use in all assignments. The appraiser examined data provided by local agencies concerning land use policies and trends, and interviewed local real estate agents and brokers that are active in the area of the subject. On October 10, 2021 the appraiser made an inspection of the improvements, the site, the surrounding area and street scenes for the purpose of estimating the fair market value as of October 10, 2021.

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

Competency of Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision contained within the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment based on the following:

- Professional experience
- Educational background and training
- Business, professional, academic affiliations and activities.

The appraisers have previously provided consultation and value estimates for development sites and various types of commercial properties in Connecticut.

VII. Definition of Market Value

Market Value

The most probable cash sale 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 (i.e, motivated by self-interest).
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.
3. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
4. 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.

Re: Per the New Evaluation and Appraisal Guidelines

VIII. City Data

The City of Bridgeport, which is comprised of 17.5 square miles, is located in southeastern Fairfield County along the north shore of Long Island Sound. The City of Bridgeport is located 50 miles from New York City and 150 miles from Boston. The City is serviced by an excellent transportation network including Interstate 95 and State Highways 15, 8, and 25. Passenger railroad service is provided by Metro-North and Amtrak with a station located in downtown. The City also benefits from its deep water harbor with container and lift crane services as well as ferry service to and from Port Jefferson, Long Island, New York.

Bridgeport was named for the large number of bridges within its borders which spanned its waterways. In early days, silhouettes of its bridges were a distinctive characteristic which identified the City.

Bridgeport has strategic geographic assets due to its waterfront location, excellent transportation system, and proximity to the labor markets of Stamford, New Haven, and Danbury. It offers one of the best deep waterports on the east coast; an airport that can handle small to mid-size aircraft; direct access to I-95 and Route 8; passenger and commercial rail service; a highly skilled blue and white collar employment base; affordable housing; and several miles of coastline. On the negative side, real estate taxes are historically high with crime higher than most other Connecticut cities and towns. However, real estate taxes and crime levels have been declining steadily over the past three years due to effective programs instituted by the current administration.

Bridgeport was once regarded as the social and economic hub of the area. However, as is true of many medium size cities throughout the country, inner city congestion, high crime and urban decay forced many employers and residents out of the city and into the surrounding suburbs.

Bridgeport has instituted a three-pronged economic development program which includes 1) developing the deep water port and waterfront, 2) developing industrial corridors (the Seaview Avenue corridor will connect the port to 400 acres of undeveloped, industrially zoned land), and 3) redeveloping Downtown in a way which puts new emphasis on its proximity to the waterfront.

A new minor league ball field located in the south end at the fringe of the downtown business district was a huge success in its first season. It was formerly the home of the Bridgeport Bluefish. After many years, the stadium has been vacated by the Blue Fish, and is being remodeled into an outdoor music venue. The music venue will be available for concerts in the spring or summer of 2021. The Arena at Harbor Yard is the newest addition to this south end neighborhood.

The Steel Point Development is officially under way, as the construction of a large Bass Pro Shop retail store is under way. The construction of a Starbucks and Chipotle Grill has also begun. This is the first phase of a massive commercial development along Stratford Avenue on the East side of Bridgeport. Other retail stores will follow, along with a marina hotel, and high rise apartment buildings. Boca Grill a large waterfront restaurant, along with a 100 slip marina was recently opened.

With three court houses, Downtown Bridgeport already serves as a regional judicial and legal center. It is also a regional banking center and State office center. The Bridgeport Public Library, located adjacent to the Housatonic Community-Technical College site, the finest library in the State, with the exception of that of Yale University, is a resource for all these service elements.

Included in the City's three-pronged development program, \$5 to \$7 million has been invested in "brick and mortar" improvements to the area, the first such in 20 years. New curbs, sidewalks, trees, flowers, and street signs have made a positive impact throughout the City.

Primary regional access to the area is furnished by the Connecticut Turnpike (I-95) and the Merritt Parkway (Connecticut Route 15). Local access within the region is primarily by U.S. Routes 1, State Routes 8 and 25. I-95 parallels the Long Island Sound shoreline throughout the state of Connecticut, and is the major north-south highway connecting New England with the Middle Atlantic and Southern States. I-95 is a six-lane, limited access, non-toll road. The average daily traffic counts indicate that this heavily traveled road has experienced increasing usage. The traffic flow problems on I-95 have become particularly acute at the point where the road runs alongside the cities of Stamford and Norwalk.

In terms of population, Bridgeport is the largest city in Fairfield County and the second largest city in the state. However, the City of Bridgeport has been experiencing a declining population base.

According to the Connecticut Department of Economic and Community Development, the City of Bridgeport had a 2017 population of 147,586 residents, or 8,700 residents per square mile. This represents a slight increase of 6% over the 2000 level of 139,529 residents. Bridgeport's latest median household income stands at \$44,841, only 50% of the Fairfield County average of \$89,773 and 59% of the State's average of \$73,781. These differences appear severe due to the very above average income of the county and the state as a whole.

Historically, Bridgeport is known for its shipping, manufacturing, and warehousing facilities. Large companies such as General Electric, Bridgeport Brass, Carpenter Steel, and Remington Arms were instrumental in providing Bridgeport with a solid industrial base. Machinery manufacturing and machine tooling also have been a major foundation of the area's industry. The Bodine Corporation, Bridgeport Machines, The Bullard Company, Moore Special Tool, and Producto Machine have provided production machinery throughout the world.

Bridgeport is currently undergoing a transformation from a heavy industrial base to the retail/service trades. Numerous plants have been closed or sold including Bridgeport Brass Company, Remington Arms and Carpenter Steel. This trend is evidenced throughout the Fairfield County. Older industrial uses are being supplanted by a variety of alternative uses, most of which are oriented to the retail/service trades. Bridgeport together with twelve neighboring towns comprise the Bridgeport Labor Market Area. The Bridgeport LMA was long regarded as the blue collar, factory oriented center of the region. As the older mills and plants closed their doors there was a shift from manufacturing employment to white collar office type trades.

Bridgeport has a total of 60,147 housing units broken down as follows:

Single Family	18,246
In Structures with 2 units	9,000
In Structures with 3 or more units	27,164

Bridgeport's residential areas contain a mixture of modern and older single family homes combined with various condominium and primarily low rise apartment complexes.

The median price of a home in Bridgeport is \$170,300 as compared with \$417,800 in Fairfield County and \$270,000 in the State of Connecticut.

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According to our analysis and discussions with local brokers, the market is quite active throughout the City due to low mortgage rates, stable taxes, and a positive feeling about the City's future.

Long term projections for the City are positive. Bridgeport should benefit from its excellent transportation network and proximity to New York City. Bridgeport is within the path of development established during the mid 1980's and would be a logical choice for future development.

Attached and made part of this report is a Town Profile taken from the C. E. R.C. website.

IX. Zoning

The subject property is located in an I-L Zone.

The Industrial Light (I-L) Zone is intended to promote a concentration of industrial uses having minimal off-site impact. The zone is intended to be an area where most industrial uses may locate, but where development and performance standards, which are stricter than those of the Industrial Heavy Zone will promote uses which are compatible with no-industrial areas. Development and performance standards are designed to promote a viable and attractive industrial area and to minimize potential land use conflicts non-industrial uses are intended to be limited to uses that are most directly supportive of the industry.

Minimum Land Area:	None
Minimum Frontage:	25 feet
Floor Area Ratio Max.:	N/A
Principal Building Size Max.:	N/A
Maximum Building Coverage:	85%
Site Coverage Max.:	85%
Maximum Height:	75 feet

Permitted Uses:

- Office up to 5,000 square feet
- Adult Entertainment
- Marine Craft and Marinas
- Membership Club
- Automotive Sales & Service
- Vehicle Repair
- Wholesale Trade
- Vehicle Service Facility

- Manufacturing - Special Permit
- Warehousing - Special Permit
- Detention Facility - Special Permit

X. Neighborhood Data

The subject property is located on the west side of Bridgeport in a fully developed industrial/residential neighborhood. Fairfield Avenue and State Street are heavily traveled residential/commercial arteries which connect the downtown business district to the east with Fairfield to the west. This is an older fully developed mixed use industrial/ residential neighborhood, which has seen little change over the past 25 years.

The general neighborhood is bounded by North Avenue to the north, Dewey Street to the west, Railroad Avenue to the south, and Park Avenue to the east.

To the east on State Street are industrial buildings, occupied by ACDO Tile, the Plastic Factory, Chaves Bakery, and a large elementary school. DeYulio's Sausage Company abuts the subject to the north.

Across the street from DeYulio's Sausage, to the north is a Charter School (formerly Bead Manufacturing) and a vacant office building, which was recently demolished. A new Auto Parts Store is being constructed on the site.

To the south is a Bridgeport Fuel Cell Park.

To the west is the former Harvey Hubbell site, which has been cleared and is slated for development.

Further north on Fairfield Avenue is a mill type industrial building which was adapted to multiple occupancy, Atlas Food and Gas Mart, old multifamily dwellings and a church.

To the west is a railroad underpass followed by a full interchange onto Interstate 95. The close proximity to I-95 is the best feature of the site. Fairfield Avenue contains retail, automotive, fast food restaurant properties, and a large Stop & Shop Grocery store.

This rear site is ideal for added expansion or valuable off street parking, to an abutting owner such as Fuel Cell Technologies, DeYulio's Sausage Company or ACDO Granite and Tile.

Two blocks west is the former Mitchell Brothers Complex which has been nicely adapted to multiple tenancy. It contains a mixture of small industrial companies including contractors, light manufacturing companies, and industrial distributors. A busy McDonald's Restaurant is located in the immediate area.

Bassick High School is located a half mile east, as well as a relatively new Elementary school. A number of old multistory mill type buildings, are successfully being converted to residential loft units, within one mile of the subject.

XI. Site Data

The subject property consists of a generally rectangular shaped site located on the easterly side of Lesbia Street with additional frontage on the westerly side of Hancock Avenue. The total land based on the legal description is approximately 20,757 square feet or .47 acres.

The following is a summary description of the lot:

Land Area: Approximately 20,757 square feet (This is more than the 17,845 square feet actual land area currently there.)

Shape: Generally rectangular

Topography: Level, at street grade

Road

Frontage: Lesbia Street 82 feet
Hancock Avenue 87 feet

Utilities: All public including city water, electricity, gas, a sanitary sewers.

Site

Improvements: Old asphalt paving/gravel/ new perimeter fencing

Off Site

Improvements: Concrete sidewalks, curbs, gutters and street lamps.

Flood Plain: No as shown on Flood Map #09001C0437G.

Comments:

Lesbia Street has been abandoned by the City of Bridgeport. It is a lightly used side street. (dead end)

Hancock Avenue has also been blocked off near the intersection of Railroad Avenue.

Environmental Condition of the Property

The subject property is located in the heart of an old inner city industrial neighborhood. It is my professional opinion that there is a strong likelihood that there is some degree of environmental contamination on the property.

However, for the purpose of this appraisal, your appraiser will make the extraordinary assumption that the property is in an uncontaminated site.

The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property or via contamination from adjoining properties, over past years.

The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and thus, could not take these factors into consideration in the analysis, nor reasonable quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of contamination. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on property value. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property. *The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the preceding issues is strongly recommended.*

XII. Highest and Best Use

Highest and Best Use as defined in The Dictionary of Real Estate Appraisal, published by the Institute of Real Estate Appraisers, is "that reasonable and probable use that supports the highest present value as of the effective date of the appraisal." It is that use which is physically possible, legally permissible and produces the highest net return and value.

To estimate the highest and best use, four elements are considered:

- 1) Possible use - What uses of the site are physically possible?
- 2) Permissible legal use - What uses of the site are permitted by zoning and deed restrictions?
- 3) Feasible uses - Which possible and permissible uses will produce a net return to the owner of the site?
- 4) Maximally productive use - Among the feasible uses, that use which will produce the highest net return or the highest present worth.

The site is currently being used as valuable off street parking for an abutting owner DeYulio's Sausage.

The lot is level, at street grade and served with all public utilities and sewers. It enjoys frontage on two streets.

Potential use of the site includes off street parking, or the development of the parcel with a 5,000 – 10,000 square foot single story industrial building.

Although the property has a State Street address, the parcel does not have any frontage on State Street.

No adverse easements, encroachments, deed restrictions or environmental hazards were apparent to your appraiser.

It appears that the Fuel Cell installation is encroaching on a portion of the subject site. The City of Bridgeport has assured me, that this encroachment will be remedied and the entire legal site of 20,757 square feet will be useable.

Estimated Exposure and Marketing Time

Inherent in our estimate of market value for the subject property are estimates of both exposure and marketing time. Exposure time is presumed to precede the effective date of valuation, while marketing time is presumed to occur subsequent to the valuation date. Exposure time is described as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at our estimate of market value on the effective date of the appraisal. Marketing time is an estimate of the amount of time it might take to sell the property interest appraised at our estimate of market value during the period immediately after the effective date of valuation.

Market value conclusions recognize the characteristics of the subject real estate and consider the current economic environment and its effect on real property. An exposure and marketing period of 3-6 months is considered reasonable in which to induce sale of the subject property at the value estimated within this report. These estimates of exposure and marketing times presume the property is actively exposed and aggressively marketed through commonly accepted marketing channels. The stated exposure and marketing periods are based on discussions with local real estate professionals and consider typical exposure and marketing times for similar property in the market area.

XIII. The Appraisal Process

The appraisal process is a systematic sequence of steps in which data is used to estimate the value of the subject property. The information is acquired, classified, analyzed and then presented. The first steps in the appraisal process include defining the appraisal problem, identification of the real estate, the effective date for the value estimate, the property rights appraised and the type of value sought. Once this has been accomplished, the appraiser analyzes other factors in the market that affect the subject such as neighborhood data, site and improvement analysis, and the highest and best use analysis. Once these steps have been completed, the appraiser generally uses three approaches in estimating Market Value:

1) The Cost Approach, 2) The Income Approach, and 3) The Direct Sales Comparison Approach.

Cost Approach

In the Cost Approach, accrued depreciation is estimated and then deducted from the cost new of the improvements. This value is then added to the land value, which is generally obtained through the Direct Sales Comparison Approach. The resultant figure indicates the value of the whole property.

Income Approach

The Income Approach is predicated on the assumption that there is a definite relationship between the income or money a property will generate and its value. The approach is based on the principle that value is created by the expectation of benefits derived in the future. The anticipated annual net income of the subject property is processed to produce an indication of value. Net Income is equal to the money generated by the property before payment of any debt service. There are two techniques that are generally used in the process of converting net income to value. The first technique is called capitalization. Capitalization involves dividing net income by a capitalization rate, which takes into consideration the factors or risk, interest on the capital investment and recapture of the depreciating asset. The basic formula in capitalization is as follows:

$$\text{Value} = \text{Net Income} / \text{Capitalization Rate}$$

The second technique commonly used is the Discounted Cash Flow, which takes the discounted value of an income stream over a fixed period, say 5 years, plus the discounted value of the reversion which is estimated at the end of the period. The sum of these two values is the estimated value of the property. Assumptions such as the discount rate, growth rate of income and expenses, and the value of the reversion need to be addressed in this technique.

Direct Sales Comparison Approach

In this approach, the appraiser gathers data on comparable properties, analyzes the nature and condition of each sale, and then makes appropriate adjustments for dissimilar characteristics such as time, size, location, zone and condition. Once these adjustments are made, the value is reduced into a common unit of comparison such as price per square foot or price per apartment or a gross rent multiplier. The Direct Sales Comparison Approach is especially effective when there is an abundance of recent sales data.

Only the Direct Sales Comparison Approach will be used in estimating the Market Value of the subject land.

XIV. Direct Sales Comparison Approach

In estimating the Market Value of the subject property, I have given consideration to the following four sales of industrial buildings located in the general neighborhood of the subject.



Sale #1 – 1209-1271 Central Avenue, Bridgeport, Connecticut

Grantor: City of Bridgeport
Grantee: WC McBride Management LLC.
Sales Date: October 4, 2018
Vol/Page: 9897/290
Sales Price: \$172,500
Financing: N/A assumed to be at market levels
Land Area: 1.15 Acres
Zone: ILI
Comments: Abutting land sold to an electrical contractor. The buyer plans on constructing a 13,000 square foot industrial building in the coming year. Good, level, corner site. The sale was confirmed with the seller.

Sales Price
Per SF of Land: \$3.44 per square foot



Sale #2 – 729 North Washington Avenue, Bridgeport, Connecticut

Grantor: Zwally LLC.
Grantee: 729 North Washington Ave. LLC.
Sales Date: December 7, 2018
Vol/Page: 9932/60
Sales Price: \$250,000
Financing: All Cash
Land Area: 35,479 SF or .814 Acres
Zone: ILL
Comments: Superior level and corner parcel. (River Street)
The property was purchased by a local contractor.

Sales Price
Per SF of Land: \$7.00 per square foot



Contract For

Sale #3 – 430-454 Bunnell Street, Bridgeport, Connecticut

Grantor: City of Bridgeport

Grantee: TBD

Sales Date: N/A

Vol/Page: N/A

Sales Price: \$120,000

Financing: All Cash

Land Area: 30,254 square feet or .70 Acres

Zone: IL

Comments: A level industrial site, located on the east side of Bridgeport, is a less desirable mixed residential/industrial area.

Sales Price

Per SF of

Land: \$3.96 per square foot



Sale #4 – 10 Research Drive, Stratford, Connecticut

Grantor: 10 Research Drive LLC.
Grantee: 10 Research LLC.
Sales Date: June 23, 2021
Vol/Page: 4543/178
Sales Price: \$325,000
Financing: All Cash
Land Area: .73 Acres or 31,798 square feet
Zone: MA
Comments: Level industrial site located near I-95 at Exit 30.
Superior location. Smaller site. The property was purchased
by a local company for expansion.

Sales Price
Per SF of
Land: \$10.22 per square foot



Sale #5 – 815 Woodend Road, Stratford, Connecticut

Grantor: Woodend LLC.
Grantee: 815 Woodend LLC.
Sales Date: November 20, 2021
Vol/Page: 4447/25
Sales Price: \$1,200,000
Financing: N/A assumed to be at market levels
Land Area: 3.84 Acres
Zone: MA
Comments: This is a large rear lot, which appears to be occupied by a large refuse/recycling company. Superior location.

Sales Price
Per SF of
Land: \$7.17 per square foot

Analysis of Sales

Sale #1 - \$172,500 or \$3.44 per square foot
 Sale #2 - \$250,000 or \$7.00 per square foot
 Contract For
 Sale #3 - \$120,000 or \$3.96 per square foot
 Sale #4 - \$325,000 or \$10.22 per square foot
 Sale #5 - \$1,200,000 or \$7.17 per square foot

Adjustments

	<u>Sale #1</u>	<u>Sale #2</u>	<u>Sale #3</u>	<u>Sale #4</u>	<u>Sale #5</u>	<u>Subject</u>
Sales Price/SF	\$3.44	\$7.00	\$3.96	\$10.22	\$7.17	
Condition of Sale	-	-	-	-	-	
Financing	-	-	-	-	-	
Market Conditions	<u>+0.36</u>	<u>+0.60</u>	-	-	-	
Adjusted Rate	\$3.80	\$7.60	\$3.96	\$10.22	\$7.17	
Land Area	+0.57	-	-	-	+1.79(25%)	23,000± SF or 5.28 Acres
Location	+0.57	-	+0.60	-2.55	-1.07(15%)	
Zone	-	-	-	-	-	Light Ind.
Shape/Topography	-	-	-	-	+1.07	
Total Adjustments	<u>+1.14</u>	-	<u>+0.60</u>	<u>-2.55</u>	<u>+1.79</u>	
Indicated Market Value Per SF	\$4.94	\$7.60	\$4.56	\$7.67	\$8.96	

The five sales represent the most recent transactions of industrial lots located in Bridgeport and nearby Stratford. Due to a scarcity of available land, recent sales are extremely limited.

Sale #1, is an older sale which compares well in land area, zone, and topography.

Sale #2 compares well in land area and zone. It is a similar corner site.

Sale #3 is on the same block as Sale #1. It compares well in location, zone and topography.

Sale #4 and #5 are more desirable industrial location in Stratford near Exit 30 of I-95. The site compares well in zone, topography and land area.

The average of the five sales after adjustments is \$6.75.

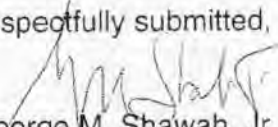
Accordingly, after placing more weight on the Bridgeport Sales (#1, 2 & 3), I estimate the Market Value of the subject property as follows:

\$6.00 per square foot x 23,000 square feet = \$138,000

Call It:

\$138,000
ONE HUNDRED & THIRTY EIGHT THOUSAND DOLLARS
Estimated Market Value by the Subject Land

Respectfully submitted,


George M. Shawah, Jr., MAI
President
RCG.0000557

XV. Assumptions and Limiting Conditions

That no opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.

That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions except those specifically discussed in the report.

The property is appraised assuming it to be under responsible and competent management and available for its highest and best use.

That no engineering survey has been made by the appraiser.

Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

That maps, plats and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

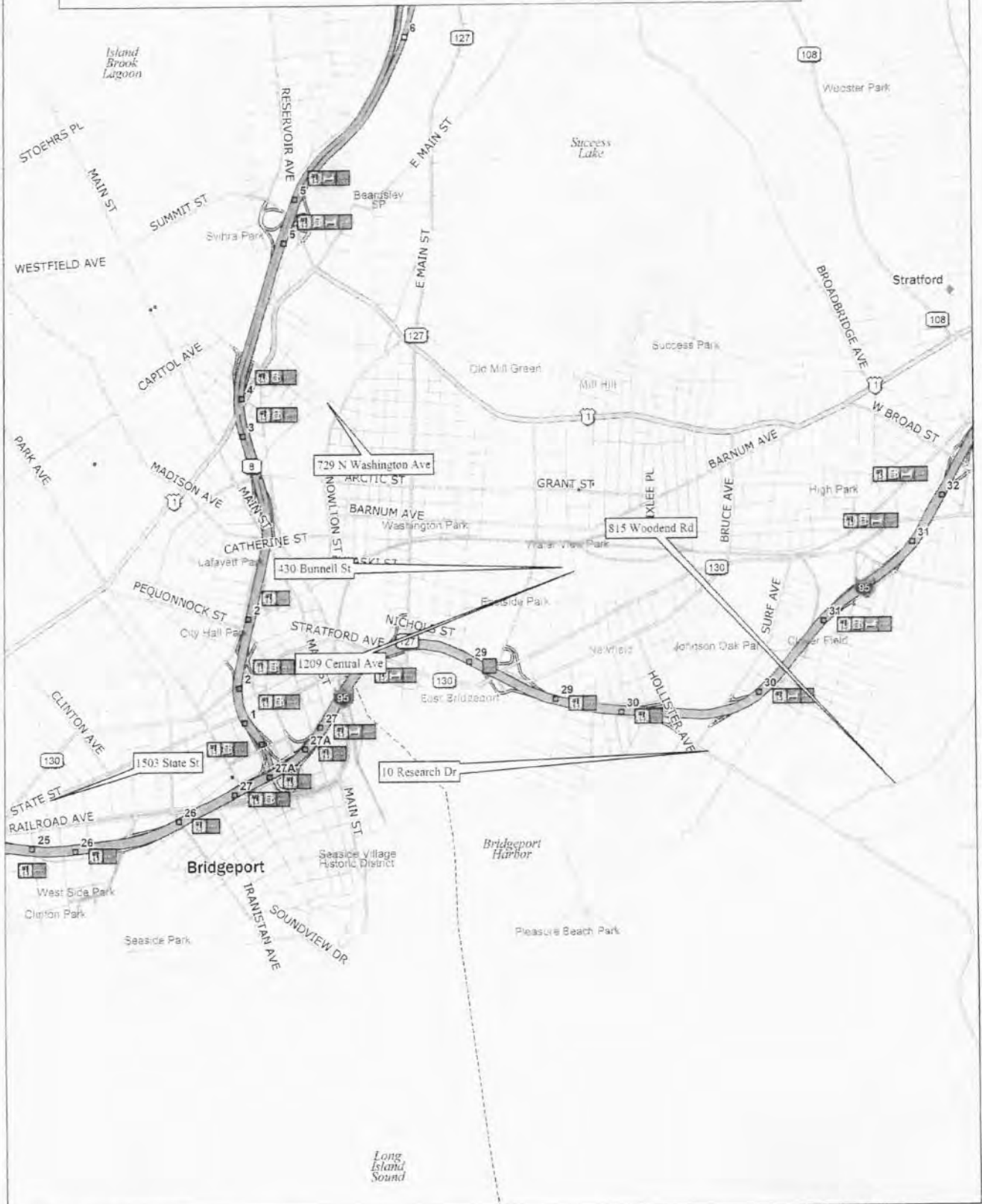
That no opinion is expressed as to the value of subsurface oil, gas or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

That no detailed studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.

My estimate of value does not reflect any possible limitations on the marketability and/or mortgaging of the property as a result of conditions governed by Connecticut Public Act 84-535 "An Act Concerning Clarification of Permits for Hazardous Waste." That is, I assume that there are no environmental conditions which would adversely affect the value of the property. Should an environmental site assessment disclose otherwise, I reserve the right to modify my valuation and this report accordingly.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not the renovation work completed thus far is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and plans for development, together with a detailed analysis of the requirements of the ADA, could reveal that the property will not be in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.

1503 State Street (rear), Bridgeport, CT



Data use subject to license.

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www.delorme.com



Scale 1 : 37,500



1" = 3,125.0 ft

Data Zoom 12-4

InterFlood

Prepared for Baldwin Pearson & Co
1503 State Street









Google

MAP DATA

FEMA Special Flood Hazard Area No
Map Number: 09001C0437G
Zone: X
Map Date: July 08, 2013
FPS: 09001

MAP LEGEND

- | | |
|---|---|
|  Area inundated by 500-year flooding |  Protected Areas |
|  Area inundated by 100-year flooding |  Floodway |
|  Velocity Hazards |  Subject Area |

Powered by CoreLogic®

Bridgeport, Connecticut

145,639

General

Land Area	16
Population Density	9,120
Number of Households	60,888
Median Age	34.3
Median Household Income	\$46,862
Poverty Rate	22%

Economy

Top Industries

Rank	Industry	Count	%	Change
1	Health Care & Social Assistance	12,435	34%	554,335
2	Local Government	4,582	13%	171,449
3	Manufacturing	3,317	10%	568,814
4	Retail Trade	3,144	9%	341,858
5	State Government	2,399	7%	372,931

SOTS Business Registrations

Total Active Businesses	16,587		
New Business Registrations (by Year)			
2020	331	858	172
2019	795	944	138
2018	774	885	215
2017	767	942	476
2016	885	1,070	737

Key Employers

1. Trizec Corp.
2. People's United Financial Inc.
3. Bridgeport Hospital
4. Connecticut Post
5. St. Vincent's Medical Center

Schools

School Districts

District	Grades	Enrollment	%	Change
Achievement First Bridgeport Academy	K-12	6,127	4%	37%
Bridgeport School District	PK-12	19,449	13%	7%
Capital Preparatory Harbor School	K-12	755	0%	33%
Great Oaks Charter School District	6-12	670	0%	
New Beginnings Inc Family Academy	PK-5	502	3%	
Park City Prep Charter School	5-8	360	0%	
The Bridge Academy District	7-12	231	0%	7%
Statewide		313,078	15.3%	8%

Demographics

Age Distribution



Race and Ethnicity



Language Spoken at Home

- English
- Spanish

Educational Attainment

- High School Diploma Only
- Associate Degree
- Bachelor's Degree
- Master's Degree or Higher

Housing

Median Home Value	\$174,700	\$278,400
Median Rent	\$1,163	\$1,150
Housing Units	58,852	1,978,622

- Owner-Occupied
- Detached or Semi-Detached
- Apartment

Smarter Balanced Assessments

District	2018 %	2019 %
Achievement First Bridgeport Academy	55%	24%
Bridgeport School District	53%	17%
Capital Preparatory Harbor School	23%	5%
Great Oaks Charter School District	13%	20%
New Beginnings Inc Family Academy	22%	6%
Park City Prep Charter School	33%	43%
The Bridge Academy District	13%	33%
Statewide	48%	66%

Bridgeport, Connecticut

145,639

Labor Force

Employed	60,341	(754,621)
Unemployed	8,141	48,010
Unemployment Rate		
Self-Employment Rate		

Catchment Areas of 15mi, 30mi, and 60mi



Fiscal Indicators

Municipal Revenue

Total Revenue	\$607,500,121
Property Tax Revenue	\$314,878,877
per capita	\$2,162
per capita as % of state average	71%
Intergovernmental Revenue	\$272,471,124
Revenue to Expenditure Ratio	88%

Boston*

Municipal Expenditure

Total Expenditure	\$706,889,843
Educational	\$302,606,027
Other	\$403,854,816

Grand List

Equalized Net Grand List	\$9,430,837,881
per capita	\$65,063
per capita as % of state average	42%
Comm. Indust. Share of Net Grand List	21%

Actual Mill Rate	54.37
Equalized Mill Rate	33.23

Municipal Debt

Moody's Rating	Baa1
Total Indebtedness	\$763,760,607
per capita	\$5,271
per capita as % of state average	204%
as percent of expenditures	108%

Annual Debt Service	\$76,804,708
as % of expenditures	11%

Access

Mean Commute Time	28 min	29 min
No Access to a Car		
No Internet Access		

Commute Mode

- Public Transport
- Walking or Cycling
- Driving
- Working From Home

Public Transit

- CT Transit Service
- Other Public Bus Operations
- Train Service
- Greater Bridgeport Transit Authority
- Amtrak Metro-North

Search AdvanceCT's SiteFinder, Connecticut's most comprehensive online database of available commercial properties

About Town Profiles

SCHEMULE A

LEGAL DESCRIPTION

OF

623 HANCOCK AVENUE AND 62-76 LESBIA STREET, BRIDGEPORT, CT

beginning at a point, as monumented, in the easterly side of Hancock Avenue, one hundred, sixty-two and 50/100 (162.50) feet northerly from the intersection of the said easterly side of Hancock Avenue and the northerly side of State Street; thence running northerly along said easterly side of Hancock Avenue, one hundred, twelve and 91/100 (112.91) feet to a point as monumented; thence easterly by land now or formerly of Joseph and Annie Fekete, one hundred twenty-five and 40/100 (124.40) feet to a point marked by an iron post; thence northerly at 90° angle, seven and 76/100 (76.76) feet to a point marked by an iron post; thence easterly at 50° angle, one hundred and now or formerly of Joseph and Angela Moni, eighty-two and 1/2 (82.5) feet to a point marked by an iron post; thence running southerly along the easterly side of Lesbia Street, one hundred, twenty (120) feet to a point marked by an iron post; thence running westerly at 90° angle, two hundred and twenty-seven and 49/100 (207.49) feet to the place or point of beginning.



City of Bridgeport

My Map

65 67



Legend

- City
- Proposed
- Boundary

0 100 200 Feet

Scale

City of Bridgeport
 Planning & Development Department
 100 State Street, Bridgeport, CT 06610
 Phone: (203) 338-3000
 Fax: (203) 338-3001
 www.bridgeport-ct.gov

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City of Bridgeport

1503 State Street Rear



Legend

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

1:852



141.9 Feet

70.97

0

141.9

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



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 999 BROAD ST BRIDGEPORT CT 06604 BRIDGEPORT, CT

UTILITIES
 TOPO STRT/ROAD LOCATION

SUPPLEMENTAL DATA
 Alt Prd ID 1233--20A
 Census Tr CEN710
 Heart Abstract 500-500
 Freeze
 GIS ID 1233-20A
 Special Dis
 Assoc Plt#

RECORD OF OWNERSHIP

BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC
4473 0121	12-11-2000	U	1	0	0
1327 0288	12-28-1965	U	1	0	0
Total					

EXEMPTIONS

Year	Code	Description	Amount
2015	BAAX		101490.00
Total			101,490.00

OTHER ASSESSMENTS

Year	Code	Description	Number	Amount	Comm Int
Total					

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
IC		B		

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

BUILDING PERMIT RECORD

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

LAND LINE VALUATION SECTION

B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond	Nbhd.	Nbhd. Adj
T 920	Mun Land Com	ILI		20,757 SF	10.02	1,00000	1	1.00	IC	1,000
Total Card	Land Units			20,757 SF					Parcel Total Land Area	0,4765

APPRaised VALUE SUMMARY

Appraised Bldg Value (Card)	Appraised Xf (B) Value (Bldg)	Appraised Ob (B) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
0	0	8,900	207,920	0	216,820

VALUATION METHOD
 Total Appraised Parcel Value

VISIT/CHANGE HISTORY

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

LOCATION ADJUSTMENT

Location Adjustment	Adj Unit P	Land Value
1,0000	10.02	207,920
Total Land Value		207,920

QUALIFICATIONS

George M. Shawah, Jr.

Experience

President and owner of Baldwin Pearson & Co., Inc.

I have been employed by the Baldwin Pearson Company since 1982 as a Real Estate Appraiser and Commercial/Industrial Broker.

In May of 2002, I earned my M.A.I. designation from the Appraisal Institute.

For the past thirty five (35) years, I have completed appraisal assignments for industrial, commercial and residential properties for various purposes such as tax appeal, condemnation, financing, foreclosure, and sale.

I have also testified in courts throughout the state on numerous occasions during that period.

Education

B.A. Degree, Muhlenberg College, 1982

Numerous courses sponsored by the Appraisal Institute

Memberships

- Member of the Appraisal Institute (MAI Certificate #11965)
- State of Connecticut Licensed Real Estate Broker #REB.751679
- State of Connecticut Certified General Real Estate Appraiser #RCG.557
- Greater Bridgeport Board of Realtors
- Eastern Fairfield County C.I.D. (President 1989-1991)
- Rotary International-Membership Chairman 2001-2002; Program Chairman 2002-2003; President Elect 2003-2004
- Bridgeport Rotary Club President 2004-2005
- Baldwin Pearson & Company, Inc. was established in 1953
- President of the Connecticut Chapter of the Appraisal Institute 2011

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct.

The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal unbiased professional analysis, opinions and conclusions.

I have no present or prospective interest in the property that is subject of this report, and no personal interest with respect to the parties involved.

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 analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the American Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to the person signing this report.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.


The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I George M. Shawah, Jr., MAI have completed the continuing education program of the Appraisal Institute.

Your appraiser certifies that he does not have any current or prospective interest in the subject property, or with the parties involved.

Your appraiser has appraised the subject property within the past three years.


George M. Shawah, Jr., MAI
President
License #RCG-0000557
Expiration Date: 4/30/2022



APPRAISAL OF REAL PROPERTY

LOCATED AT:

166 Fourth St #168
V:8890 P:0084
Bridgeport, CT 06607

FOR:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

AS OF:

September 29, 2021

BY:

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

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
21 OCT 13 PM 3:32

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

September 29, 2021

Mr. Max Perez
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Re: Property: 166 Fourth St #168
Bridgeport, CT 06607
N/A

Opinion of Value: \$ 110,000
Effective Date: September 29, 2021

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


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

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

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

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

Sincerely,



George Shawah Jr. MAI
License or Certification #: Certified General Appraiser RCG 557
State: CT Expires: April 30, 2022

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

Property Address: 166 Fourth St #168 City: Bridgeport State: CT Zip Code: 06607
 Legal Description: V:8890 P:0084 County: Fairfield
 Assessor's Parcel No: RP-0174000 Tax Year: 2020 R.E. Taxes: Exempt Special Assessments: N/A
 Borrower: N/A Current Owner: City of Bridgeport Occupant: Owner Tenant Vacant
 Neighborhood or Project Name: East End Project Type: PLUD Condominium HOA \$ Unk (No)
 Sales Price: N/A Date of Sale: Description: \$ amount of loan charges/concessions to be paid by seller: None Noted
 Property rights appraised: Fee Simple Leasehold Map Reference: 37/ 738/ 7 Census Tract: 0743.00

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

Location: Urban Suburban Rural Property values: Increasing Stable Declining
 Build up: Over 75% 25-75% Under 25% Demand/supply: Shortage In balance Over supply
 Growth rate: Rapid Stable Slow Marketing (mo): Under 3 mos. 3-6 mos. Over 6 mos.
 Single family housing: PRICE \$1000 AGE (yrs) PRICE \$1000 AGE (yrs)
 Condominium housing: PRICE \$1000 AGE (yrs) PRICE \$1000 AGE (yrs)
 Neighborhood boundaries: Long Island Sound to the South; Seaview Avenue to the West; Bridgeport/Stratford
 Line to the East, Metro North Tracks to the North. The subject is convenient to all required services.
 Predominant: N/A High N/A N/A High N/A
 N/A N/A N/A N/A

Dimensions: See GIS Map Site area: 0.09 Acres Shape: Mostly Rectangular
 Specific zoning classification and description: RC 2,700 SF per Dwelling Unit
 Zoning compliance: Legal Legal nonconforming (Grandfathered use) Illegal attach description No zoning
 Highest and best use of subject property as improved, for as proposed per plans and specifications: Present use Other use, attach description
 Utilities: Public Other Public Other Off-site Improvements Type Public Private
 Electricity: Water: Street: Asphalt
 Gas: Sanitary sewer: Alley: None
 Are there any apparent adverse site conditions (easements, encroachments, special assessments, slope areas, etc.): Yes No If Yes, attach description.
 Sources used for physical characteristics of property: Interior and exterior inspection Exterior inspection from street Previous appraisal files
 No. of Stories: 2+ Type (Det./Att.) Det. Exterior Walls: Asbestos Shingle Roof Surface: Asphalt Manufactured Housing: Yes No
 Does the property generally conform to the neighborhood in terms of style, condition and construction materials? Yes No If No, attach description.
 Are there any apparent physical deficiencies or conditions that would affect the soundness or structural integrity of the improvements or the livability of the property?
 Yes No If Yes, attach description.
 Are there any apparent adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property?
 Yes No If Yes, attach description.

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

FEATURE	SUBJECT	SALE 1	SALE 2	SALE 3
Address	166 Fourth St # 168 Bridgeport, CT 06607	313 Jefferson St Bridgeport	275 Carroll Ave Bridgeport	269 Sixth St Bridgeport
Proximity to Subject		0.56 miles S	0.40 miles SE	0.15 miles NE
Sales Price	\$ N/A	\$ 200,000	\$ 185,000	\$ 179,900
Price/Gross Living Area	\$	\$ 94.61	\$ 91.99	\$ 73.31
Data & verification Sources		Pub Rec/MLS V:10482 P:247	Pub Rec/MLS V:10313 P:196	Pub Rec/MLS V:10318 P:237
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		None Noted	None Noted	None Noted
Date of Sale/Time		8/10/2021	11/17/2020	11/25/2020
Location	Average	Average	Average	Average
Site	0.09 Acres	0.12 Acres -2,000	0.14 Acres -4,000	0.08 Acres
View	Average	Average	Average	Average
Design (Style)	2 Family	2 Family	2 Family	2 Family
Actual Age (Yrs.)	1907/Rem	1875/Rem	1910/Rem	1907/Rem
Condition	Poor	Average -60,000	Average -60,000	Average -60,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	10 6 2	9 5 2	8 4 2	10 4 2
Gross Living Area	1,800 Sq. Ft.	2,114 Sq. Ft. -6,300	2,011 Sq. Ft. -4,200	2,454 Sq. Ft. -13,100
Basement & Finished	Full	Full	Full	Full
Rooms Below Grade	Unfinished	Unfinished	Unfinished	Unfinished
Garage/Carport	3 Car Gar (NV)	Off Street	Off Street	Off Street
Amenities	Porches	Porches	Porches	Porches
Net Adj. (total)		\$ -68,300	\$ -68,200	\$ -73,100
Adjusted Sales Price of Comparables		\$ 131,700	\$ 116,800	\$ 106,800
Date of Prior Sale	8/1/2013	No Prior Sale 1 Year	No Prior Sale 1 Year	No Prior Sale 1 Year
Price of Prior Sale	\$ 0	\$ 0	\$ 0	\$ 0

Analysis of any current agreement of sale, option or listing of the subject property and analysis of the prior sales of subject and comparables: The subject is not listed for sale on the local MLS.
 Summary of sales comparison and value conclusion: Condition and amenity adjustments based on market reaction. The quality and quantity of comparable sales data available for analysis is rated average. GLA adjusted at \$20.00/SF. All sales are closed transactions. The Sales Comparison Approach is the most reliable indicator of value. The Cost and Income Approaches to value were considered but not developed for this assignment. Due to the condition of the property, the value was concluded at the lower end of the value range.

This appraisal is made "as-is" subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or subject to the following repairs, alterations or conditions

Desktop Underwriter Quantitative Analysis Appraisal Report

File No. _____

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

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

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

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

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

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

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

Describe common elements and recreational facilities: _____

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

Provide the following information for all Condominium Projects:

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

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

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

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

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

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

Describe common elements and recreational facilities: _____

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

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue 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 each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

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

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

- 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 has provided any required sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
- 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 (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 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.
- The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors, and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the report to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.

Desktop Underwriter Quantitative Analysis Appraisal Report

File No.

APPRAISER'S CERTIFICATION:

The Appraiser certifies and agrees that:

1. I performed this appraisal by (1) personally inspecting from the street the subject property and neighborhood and each of the comparable sales (unless I have otherwise indicated in this report that I also inspected the interior of the subject property); (2) collecting, confirming, and analyzing data from reliable public and/or private sources; and (3) reporting the results of my inspection and analysis in this summary appraisal report. I further certify that I have adequate information about the physical characteristics of the subject property and the comparable sales to develop this appraisal.

2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparable sales in this report that are the best available for the subject property. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.

3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the appraisal report and I believe to the best of my knowledge that all statements and information in the appraisal report are true and correct.

4. I stated in the appraisal report only my own personal unbiased and professional analysis, opinions and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

5. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

8. I estimated the market value of the real property that is the subject of this report based on the sales comparison approach to value. I further certify that I considered the cost and income approaches to value, but through mutual agreement with the client did not develop them unless I have noted otherwise in this report.

9. I performed this appraisal as a limited appraisal, subject to the Departure Provision of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of the appraisal (unless I have otherwise indicated in this report that the appraisal is a complete appraisal in which case, the Departure Provision does not apply).

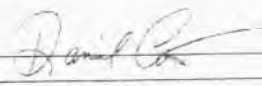
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with the estimate of market value for the subject property is consistent with the marketing time noted in the Neighborhood section of this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the Neighborhood section.

11. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I further certify that no one provided significant professional assistance to me in the development of this appraisal.

SUPERVISORY APPRAISER'S CERTIFICATION:

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

APPRAISER:

Signature: 
 Name: Daniel Conte
 Company Name: Baldwin Pearson & Co. Inc.
 Company Address: 10 Middle Street, 7th Floor,
Bridgeport, CT
 Date of Report/Signature: _____
 State Certification #: RCR 0000131
 or State License #: _____
 State: CT
 Expiration Date of Certification or License: 04/30/2022

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____
 Name: George Shawah Jr. MAJ
 Company Name: Baldwin Pearson & Company Inc.
 Company Address: 10 Middle Street, 7th Floor,
Bridgeport, CT
 Date of Report/Signature: September 30, 2021
 State Certification #: RCG 557
 or State License #: _____
 State: CT
 Expiration Date of Certification or License: 04/30/2022

ADDRESS OF PROPERTY APPRAISED:

166 Fourth St #168
Bridgeport, CT 06607

APPRAISED VALUE OF SUBJECT PROPERTY \$ 110,000
 EFFECTIVE DATE OF APPRAISAL/INSPECTION September 29, 2021

LENDER/CLIENT:

Name: Max Diaz

SUPERVISORY APPRAISER:

SUBJECT PROPERTY

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

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street

Supplemental Addendum

File No.

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

Explanatory Comments**Apparent Physical Deficiencies**

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

Apparent Adverse Environmental Conditions

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

Comments Regarding Interior

The appraiser did not perform an interior observation of the subject. The condition is assumed to have deteriorated since the previous appraisal.

Occupancy

The subject was last known occupied by Karen Smith.

• FIRREA/USPAP Addendum: Additional Comments

The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contamination and all information obtained in this appraisal investigation is accurate. No specific inspections have been performed to the knowledge of the appraisers. The interior of the subject is considered to be in poor condition.

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

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

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

FIRREA / USPAP ADDENDUM

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

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

Scope

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

Intended Use / Intended User

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

History of Property

Current listing information The property is not nor has it been listed in the last year

Prior sale No Prior Sale 3 Years

Exposure Time / Marketing Time

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

Personal (non-realty) Transfers

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

Additional Comments

See attached addenda.

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 experience, education and knowledge to properly complete this assignment.
4. The appraiser has provided professional services within the last 3 years.

Appraiser: Daniel Conte Supervisory Appraiser: George Shawah Jr. MAI
Effective date Report date September 29, 2021 Effective date Report date September 29, 2021

PRIVACY NOTICE

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

Types of Nonpublic Personal Information We Collect

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

Parties to Whom We Disclose Information

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

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

Confidentiality and Security

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

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

Subject Photo Page

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



Subject Front

166 Fourth St # 168
Sales Price N/A
GLA 1,800
Total Rooms 10
Total Bedrms 6
Total Bathrms 2
Location Average
View Average
Site 0.09 Acres
Quality Average
Age 1907/Rem

Subject Rear



Subject Street

Interior Photos

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



**Bedroom
Previously Taken**



**Bathroom
Previously Taken**



**Bedroom
Previously Taken**



**Living Room 2nd Floor
Previously Taken**



Bedroom 3rd Floor



Kitchen

Interior Photos

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



**Living Room 1st Floor
Previously Taken**

Comparable Photo Page

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



Comparable 1

313 Jefferson St
 Proximity 0.56 miles S
 Sale Price 200,000
 GLA 2,114
 Total Rooms 9
 Total Bedrms 5
 Total Bathrms 2
 Location Average
 View Average
 Site 0.12 Acres
 Quality Average
 Age 1875/Rem

MLS Photo



Comparable 2

275 Carroll Ave
 Proximity 0.40 miles SE
 Sale Price 185,000
 GLA 2,011
 Total Rooms 8
 Total Bedrms 4
 Total Bathrms 2
 Location Average
 View Average
 Site 0.14 Acres
 Quality Average
 Age 1910/Rem

MLS Photo

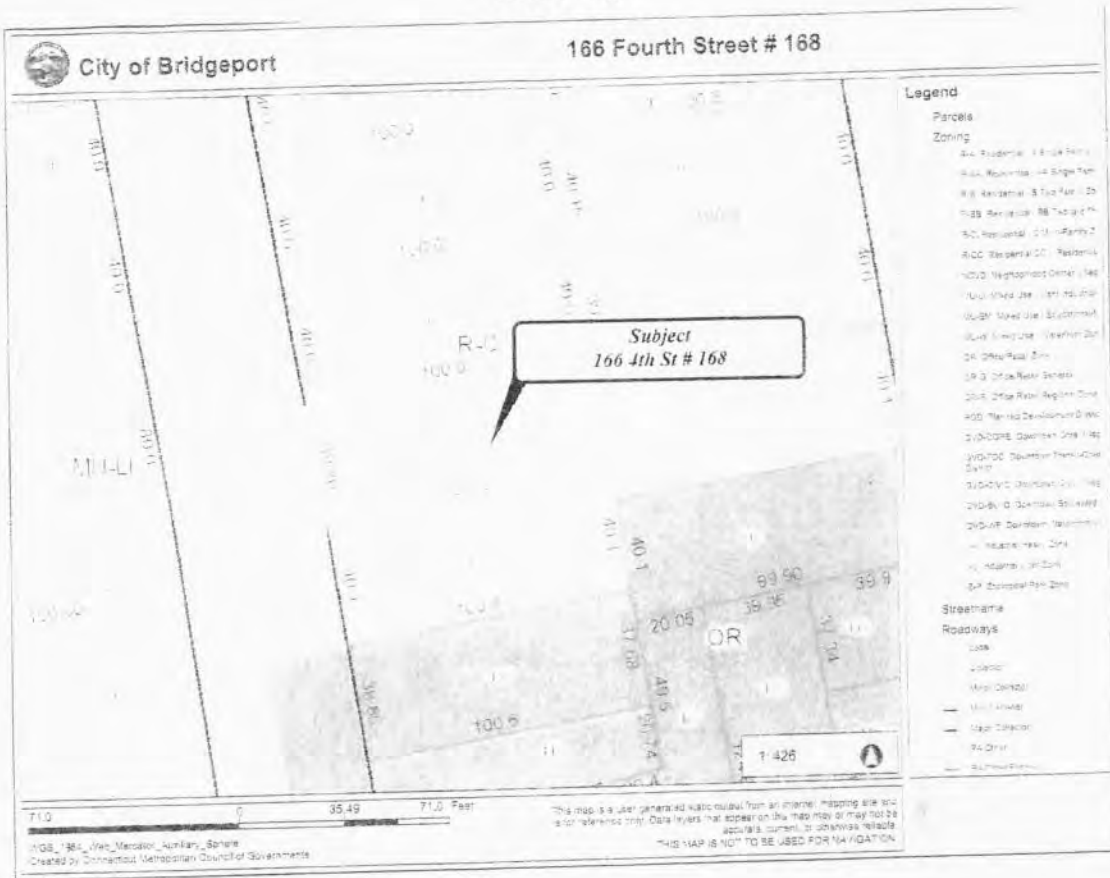


Comparable 3

269 Sixth St
 Proximity 0.15 miles NE
 Sale Price 179,900
 GLA 2,454
 Total Rooms 10
 Total Bedrms 4
 Total Bathrms 2
 Location Average
 View Average
 Site 0.08 Acres
 Quality Average
 Age 1907/Rem

MLS Photo

GIS Map



Tax Assessors Field Card - Page 1

Property Location 166 FOURTH ST #188 Map ID 371738/T1/ Bldg Name Sec # 1 of 1 Card # 1 of 1 State Use 924
 Vision ID 5133 Account # RP-0174000 Bldg # Vision Print Date 6/4/2021 2:03:47 PM

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT			
BRIDGEPORT CITY OF						Description	Code	Appraised	Assessed
						Ex Res Ln	11	43,890	30,720
						Ex R Dwel	13	80,670	42,470
						Ex R Outb	14	1,360	950
SUPPLEMENTAL DATA						Total			
45 LYON TERRACE						105,920			
BRIDGEPORT CT 06604						74,140			
Alt Prcl ID 0738-07 Census Tr CEN743 Heart Abstract 100:100 Freeze GIS ID 738-7						Special Dis Assoc Pld#			
						6015			
						BRIDGEPORT CT			
						VISION			

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)					
BRIDGEPORT CITY OF		8690 0084	08-01-2013	U	I	0	14	Year	Code	Assessed	Year	Code	Assessed
SMITH MARION & (ETAL)		4371 0241	06-28-2000	U	I	0		2020	11	30,720	2019	11	17,190
									13	42,470		13	53,870
									14	950		14	950
Total								74140					
								72010					
								72010					

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

ASSESSING NEIGHBORHOOD			
Nbhd	Nbhd Name	B	Tracing
010			

NOTES			

This signature acknowledges a visit by a Data Collector or Assessor

APPRAISED VALUE SUMMARY			
Appraised Bldg Value (Card)			60,570
Appraised XI (B) Value (Bldg)			0
Appraised Ob (S) Value (Bldg)			1,360
Appraised Land Value (Bldg)			43,890
Special Land Value			0
Total Appraised Parcel Value			105,920
Valuation Method			C
Total Appraised Parcel Value			105,920

BUILDING PERMIT RECORD							VISIT / CHANGE HISTORY							
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result
									09-28-2020	MVS	01	6	28	Data/Mailer-Undeliverable/
									10-14-2008	TH			90	Res Field Review
									08-21-2008	TSE	01	4	07	Measur/Info @ Door Int R
									11-13-1991	CM			A	Inside Inspection

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd	Nbhd Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	924	Mun Res Bldg M	RC		4,000	SF	18.88	1.00000	5	1.00	10	0.850		1.0000	10.97	43,890
Total Card Land Units					4,000	SF	Parcel Total Land Area					0.0918	Total Land Value		43,890	

Tax Assessors Field Card - Page 2

Property Location 166 FOURTH ST #168 Map ID 37/738/71/ Bldg Name State Use 924
 Vision ID 5133 Account # RP-0174000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	05	Two Family			
Model:	01	Residential			
Grade:	08	C			
Stories:	2, 25				
Occupancy:	2				
Exterior Wall 1:	07	Asbest Shingle			
Exterior Wall 2:					
Roof Structure:	03	Gable			
Roof Cover:	03	Asphalt Shingl			
Interior Wall 1:	03	Plaster			
Interior Wall 2:					
Interior Flr 1:	14	Carpet			
Interior Flr 2:					
Heat Fuel:	03	Oil			
Heat Type:	04	Forced Air			
AC Type:	01	None			
Total Bedrooms:	4	4 Bedrooms			
Total Full Baths:	2				
Total Half Baths:	0				
Total Xtra Pdxrs:	0				
Total Rooms:	8				
Bath Style:	02	Average			
Kitchen Style:	02	Average			
Fireplaces:	0				
Fin Bsmt Area:					
Fin Bsmt Qualit:					
Bsmt Garages:	0				
	0102	NBHD 10-2 Fam			

CONDO DATA			
Parcel Id	C	B	S
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			
COST / MARKET VALUATION			
Building Value New		163,966	
Year Built		1907	
Effective Year Built			
Depreciation Code		F	
Remodel Rating			
Year Remodeled			
Depreciation %		63	
Functional Obsol			
External Obsolence			
Trend Factor		1,000	
Condition			
Condition %			
Percent Good		37	
RCNLD		60,670	
Dep % Ovr			
Dep Ovr Comment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			



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

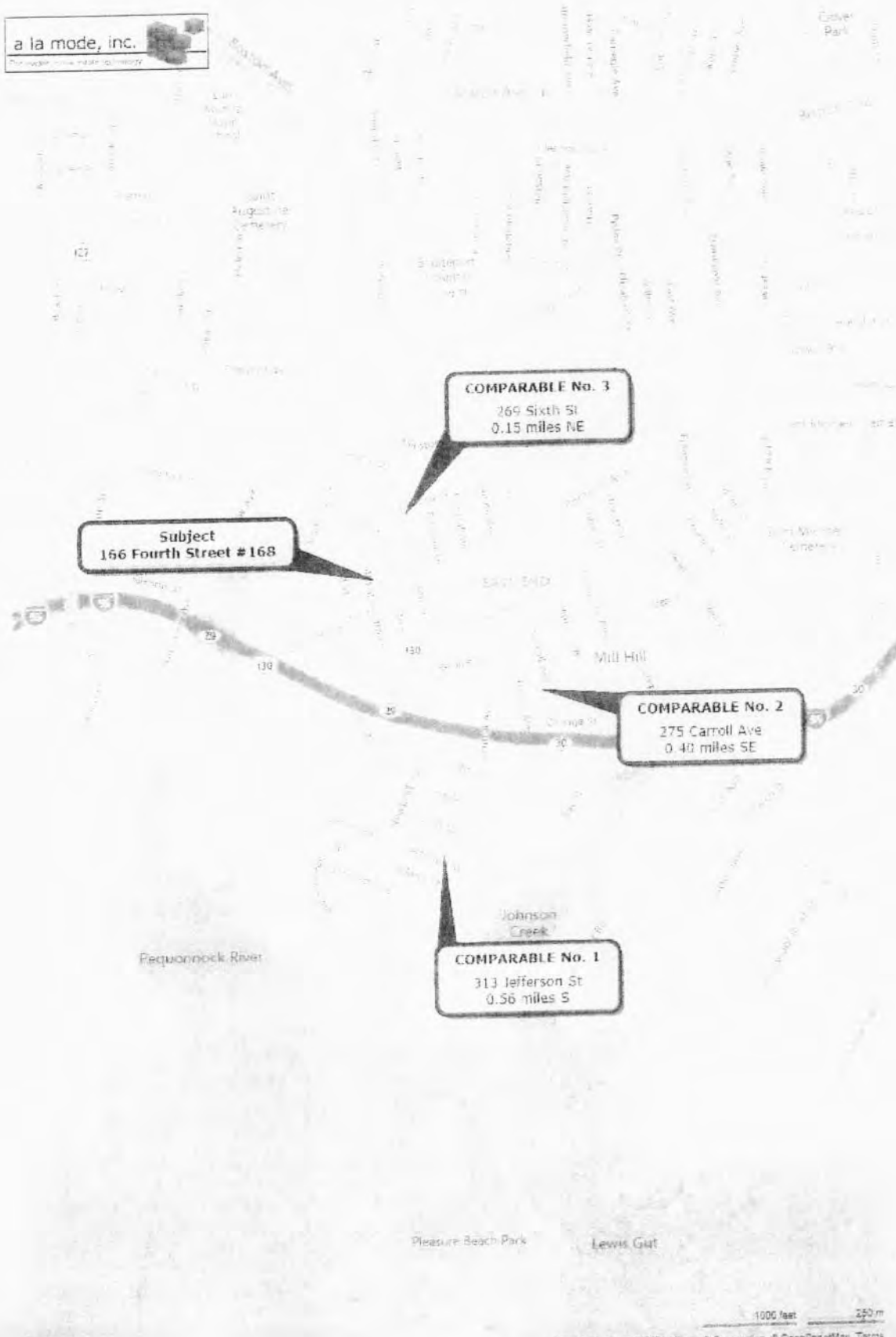
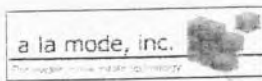
BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eif Area	Unit Cost	Undeprec Value
BAS	First Floor	720	720	720	82.85	59,654
BSM	Basement	0	720	144	16.57	11,831
EAF	Fin Expansion Attic	360	720	360	41.43	29,827
FOP	Open Porch	0	100	20	16.57	1,657
FSP	Screen Porch	0	60	15	20.71	1,243
FUS	Finished Upper Story	720	720	720	82.85	59,654
Ttl Gross Liv / Lease Area		1,800	3,040	1,979		183,966



Location Map

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

The location of the comparables is based on a mapping program which is out of the control of the appraiser but is assumed to be accurate



COMPARABLE No. 3
269 Sixth St
0.15 miles NE

Subject
166 Fourth Street # 168

COMPARABLE No. 2
275 Carroll Ave
0.40 miles SE

COMPARABLE No. 1
313 Jefferson St
0.56 miles S

1000 feet 250 m



APPRAISAL OF REAL PROPERTY

LOCATED AT:

33 Lee Ave #35
n/a
Bridgeport, CT 06605

FOR:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

AS OF:

September 29, 2021

BY:

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

RECEIVED
CITY CLERKS OFFICE
21 OCT 13 PM 3:32
ATTEST
CITY CLERK

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

September 29, 2021

City of Bridgeport
999 Broad Street, Bridgeport, CT
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 September 29, 2021.

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:

TEN THOUSAND DOLLARS
(\$10,000.00)

Sincerely,


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

LAND APPRAISAL REPORT

File No. N/A

Borrower City of Bridgeport Census Tract 0709.00 Map Reference 20/ 1151/ 31/ 1
 Property Address 33 Lee Ave # 35
 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 (N) 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

NEIGHBORHOOD

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) 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.

SITE

Dimensions See GIS Map = 0.07 Acres Corner Lot
 Zoning Classification RC 2,700 SF/Dwelling Unit Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (Specify) Improve as per regulations
 Public Other (Describe) OFF SITE IMPROVEMENTS
 Elec At Street Street Access Public Private
 Gas At Street Surface Asphalt
 Water At Street Maintenance Public Private
 San Sewer At Street Storm Sewer Curb/Gutter
 Underground Elect. & Tel Sidewalk Street Lights
 Topo Level
 Size 0.07 Acres
 Shape Rectangular
 View Industrial/Residential
 Drainage Assumed Adequate
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) The subject has all required services at the street. The most probable user is an adjacent property owner. The site appears level.

The undersigned has rected 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:	<u>33 Lee Ave # 35 Bridgeport, CT 06605</u>	<u>90 Lee Ave Bridgeport, CT 06605</u>	<u>192 Berkshire Ave Bridgeport, CT 06608</u>	<u>189 Arctic St Bridgeport, CT 06608</u>
Proximity to Subject		<u>0.07 miles NE</u>	<u>2.05 miles NE</u>	<u>1.76 miles NE</u>
Sale Price	\$ <u>N/A</u>	\$ <u>30,000</u>	\$ <u>22,000</u>	\$ <u>13,000</u>
Price \$/SF Adj	\$	\$ <u>6.89/sf</u>	\$ <u>8.72/sf</u>	\$ <u>3.83/sf</u>
Data Source(s)	<u>TH/Observation</u>	<u>Pub Rec V:10394 P:301</u>	<u>Pub Rec V:10532 P:288</u>	<u>Pub Rec V:10347 P:272</u>
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale (Time Adj)	<u>N/A</u>	<u>3/8/2021</u>	<u>8/3/2021</u>	<u>1/26/2021</u>
Location	<u>Average</u>	<u>Average</u>	<u>Average</u>	<u>Average</u>
Site View	<u>0.07 Acres/Res</u>	<u>0.09 Ac/Res</u>	<u>0.05 Ac/Res</u>	<u>0.06 Ac/Res</u>
Zone	<u>RC</u>	<u>RC</u>	<u>RC</u>	<u>RC</u>
Approved Lot	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
Legal/Survey	<u>Fair</u>	<u>Average</u>	<u>-3,000</u>	<u>Average</u>
See Addenda				
Sales or Financing Concessions	<u>N/A</u>			<u>N/A</u>
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>-3,000</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>-3,000</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>-3,000</u>
Indicated Value of Subject		<u>Net 10.0 % Gross 10.0 % \$ 27,000</u>	<u>Net 13.5 % Gross 13.5 % \$ 19,000</u>	<u>Net 23.1 % Gross 23.1 % \$ 10,000</u>
Comments on Market Data	<u>Sale 1 was sold at substantially higher than the asking price. The purchaser is a builder and it is not uncommon for builders to buy at a premium. The difference is recovered in the sale of a new home.</u>			

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 final value was concluded at the lower end of the value range due to the potential legal issues of the property.

I (WE) ESTIMATE THE MARKET VALUE AS DEFINED OF THE SUBJECT PROPERTY AS OF TO BE \$ 10,000

Appraiser Daniel Conte Supervisory Appraiser (if applicable) George M. Shawah, Jr., MAI
 Date of Signature and Report September 29, 2021 Date of Signature September 29, 2021
 Title MAI Title MAI

Supplemental Addendum

File No N/A

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

• 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

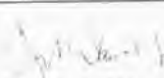
The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contaminants and that all information provided in this analysis is assumed to be accurate. Information regarding the subject was taken from the Tax Assessor's field card as well 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 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

PRIVACY NOTICE

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

Types of Nonpublic Personal Information We Collect

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

Parties to Whom We Disclose Information

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

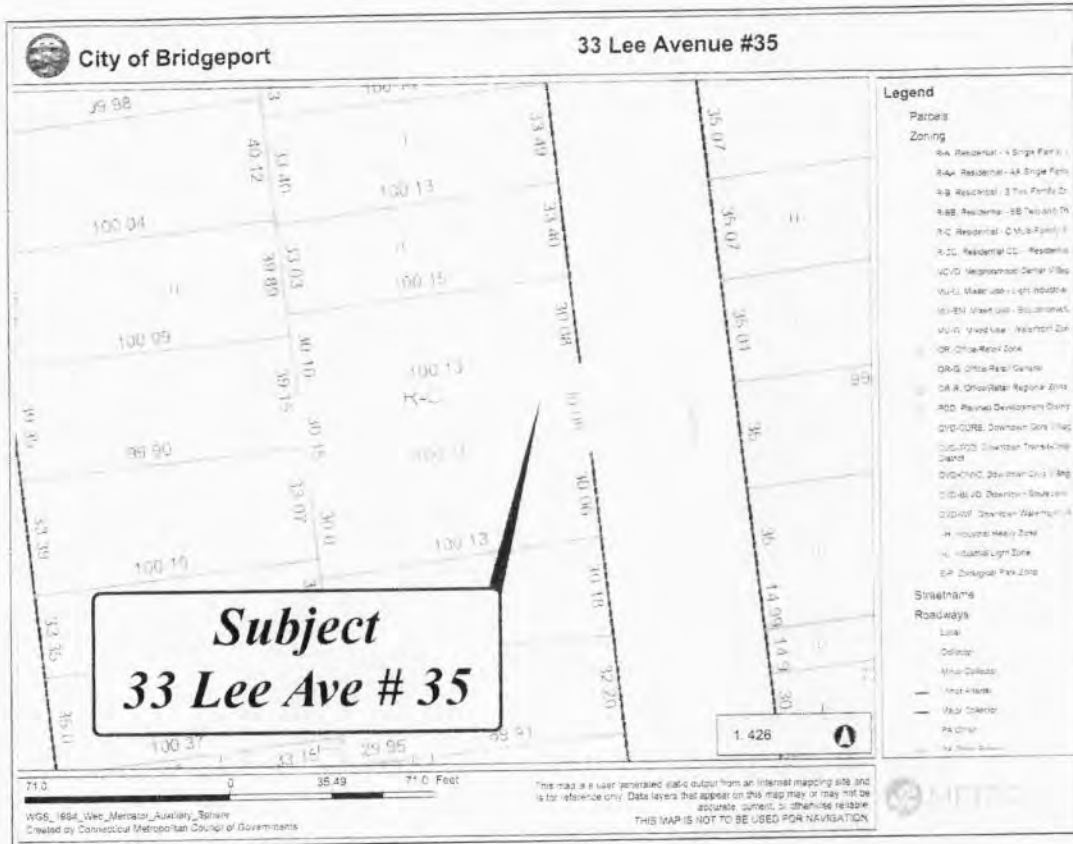
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

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

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

GIS Map



Subject Photo Page

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



Subject Front

33 Lee Ave # 35

N/A

Average

0.07 Acres/Res

Subject Rear



Subject Street

Comparable Photo Page

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



Comparable 1

90 Lee Ave
Proximity 0.07 miles NE
Sale Price 30,000

Average
0.09 Ac/Res

Tax Assessor's Photo



Comparable 2

192 Berkshire Ave
Proximity 2.05 miles NE
Sale Price 22,000

Average
0.05 Ac/Res

Tax Assessor's Photo



Comparable 3

189 Arctic St
Proximity 1.76 miles NE
Sale Price 13,000

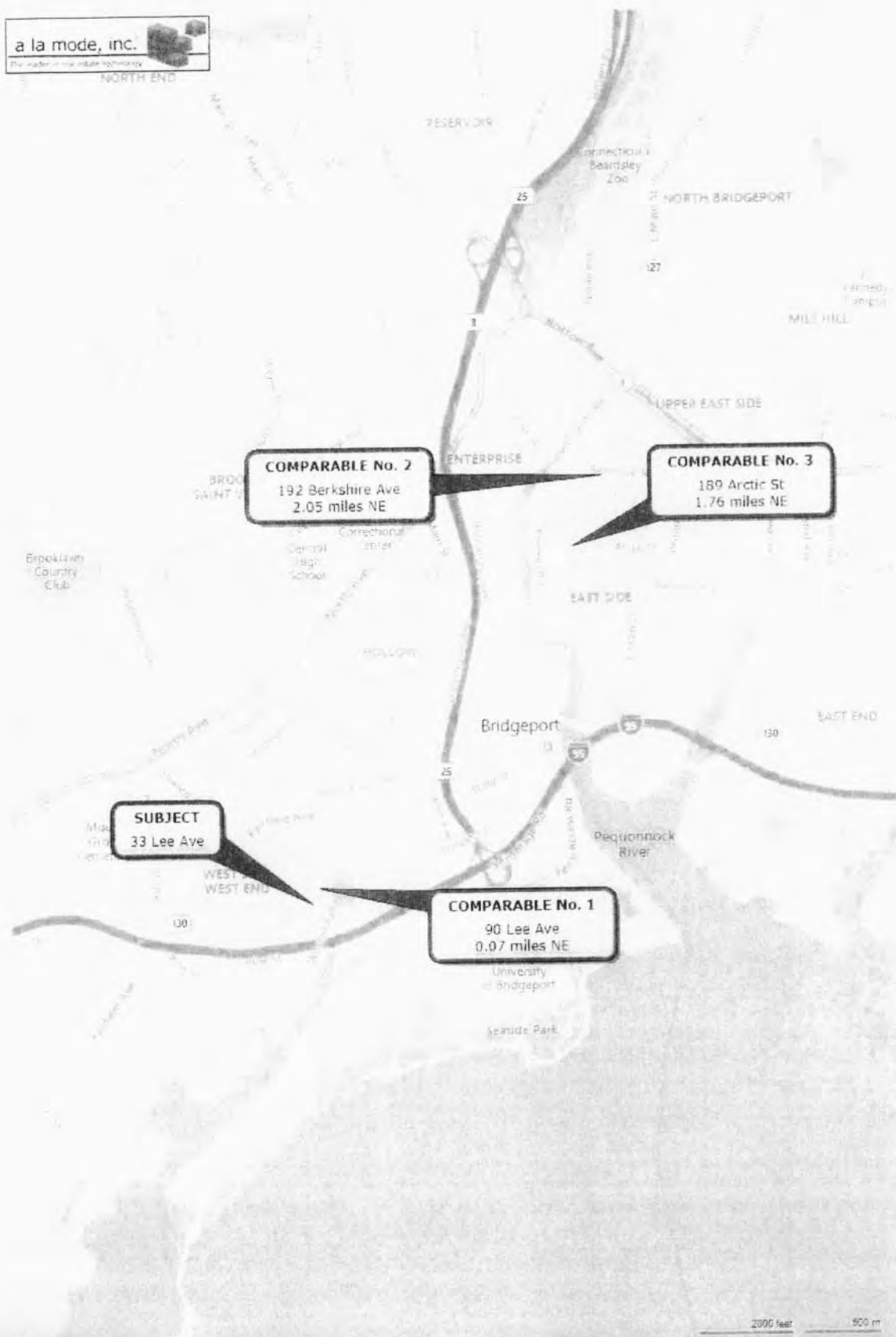
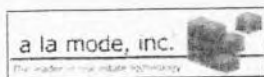
Average
0.06 Ac/Res

Tax Assessor's Photo

Location Map

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

The location of the comparables is based on a mapping program which is out of the control of the appraiser but is assumed to be accurate



Assumptions, Limiting Conditions & Scope of Work

File No.: N/A

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

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

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

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

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

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

Certifications & Definitions

File No.: N/A
 State: CT Zip Code: 06605

Property Address: 33 Lee Ave # 35 City: Bridgeport
 Client: City of Bridgeport Address: 999 Broad Street, Bridgeport, CT 06604
 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.

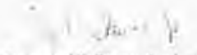
Client Contact: Max Perez Client Name: City of Bridgeport
 E-Mail: Address: 999 Broad Street, Bridgeport, CT 06604

APPRAISER: SUPERVISORY APPRAISER (if required)
 or CO-APPRAISER (if applicable)

Appraiser Name: Daniel Conte
 Company: Baldwin Pearson & Company, Inc.
 Phone: 203-335-5117 Fax: 203-335-5119
 E-Mail: baldwinpearson@aol.com
 Date Report Signed: September 29, 2021
 License or Certification #: RCR 0000131 State: CT
 Designation: MAI

Supervisory or Co-Appraiser Name: George M. Shawah, Jr., MAI
 Company: Baldwin Pearson & Company, Inc.
 Phone: 203-335-5117 Fax: 203-335-5119
 E-Mail: baldwinpearson@aol.com
 Date Report Signed: September 29, 2021
 License or Certification #: Certified General RCG 557 State: CT

SIGNATURES

Re: Appraisal of Land & Improvements
1564 Seaview Avenue
Bridgeport, Connecticut
The City of Bridgeport

RECEIVED
CITY CLERKS OFFICE
21 OCT 13 PM 3:32
471131
CITY CLERK



REPLY TO:
P.O. Box 744
BRIDGEPORT, CT 06604

10 MIDDLE STREET • BRIDGEPORT, CT 06604 • (203) 335-5117 • FAX (203) 335-5119

October 11, 2021

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

Re: Appraisal of Land & Improvements
1564 Seaview Avenue
Bridgeport, Connecticut
The City of Bridgeport

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 September 25, 2021.

The intended users of this Appraisal Report are Mr. Max Perez and the City of Bridgeport. The appraisal will be used to negotiate a possible sale.

The subject is a large industrial site located at the corner of Williston Street with additional frontage on Crescent Avenue. The total land area is approximately 99,752 square feet or 2.29 Acres. All utilities and sanitary sewers serve the site.

The property is improved with an old and vacant one and two story brick and masonry industrial plant which was formerly occupied by Parallax. The total gross building area is approximately 107,206 square feet. The building is in very poor condition and will need to be demolished. The site is also severely contaminated with lead paint, asbestos and PCB's. The ground water is also contaminated.

Because no estimate for an environmental cleanup is available, my estimate of Market Value assumes a hypothetical condition the site is clean.

The highest and best use of the property is for the development of the property with a single story industrial building containing 8,000 – 10,000 square feet.

The property is located on the east side of Bridgeport in an IL-1 industrial zone.

Based on an analysis of a number of recent industrial land sales in the general neighborhood of the subject, it is my opinion that the Market Value of the Fee Simple Estate assuming a hypothetical condition that the property is environmentally clean, as of September 25, 2021 is:

\$0
ZERO DOLLARS OR LESS

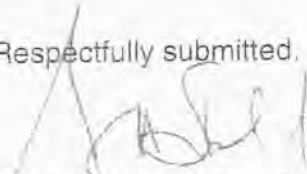
My estimated Market Value of the subject land is \$600,000 and demolition costs and future estimated environmental clean-up costs will far exceed the Market Value of the land.

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. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (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. MA
President
RCG.0000557
Exp. Date: April 30, 2022

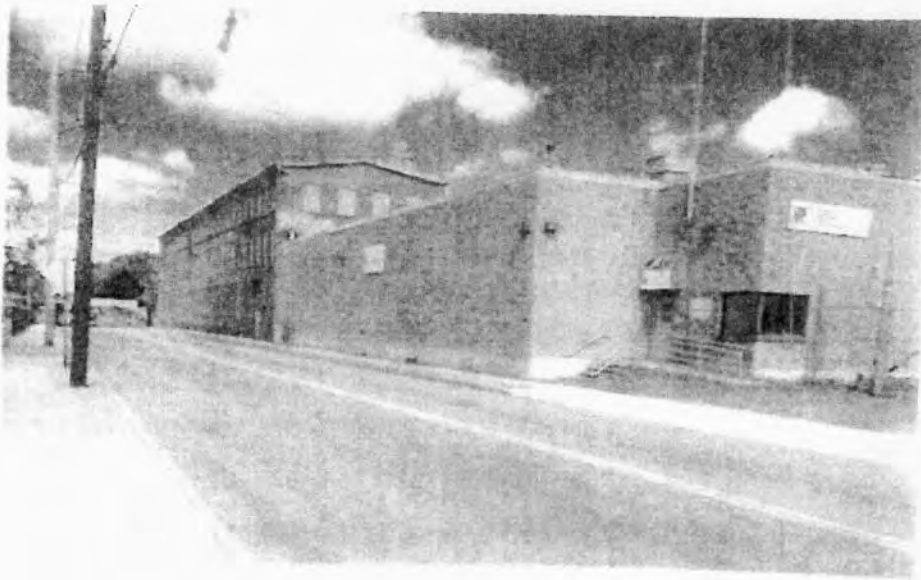
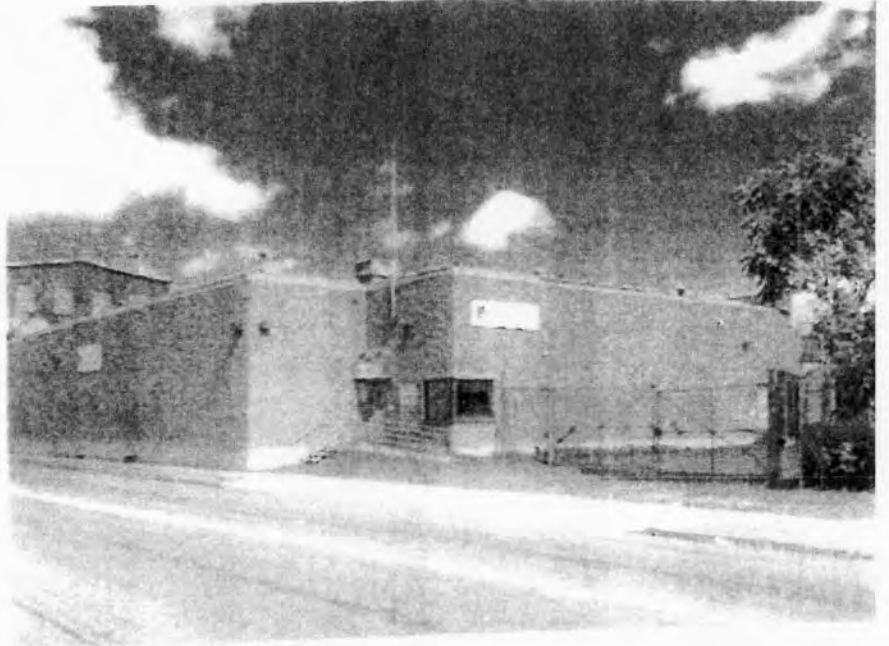
TABLE OF CONTENTS
 Letter of Transmittal
 Photos of Subject Property

		<u>PAGE</u>
I.	Identification	1
II.	Legal Description	1-2
III.	Assessment and Taxes	2
IV.	Property Rights Appraised	2
V.	Purpose of the Appraisal	3
VI.	Definition of Market Value	4
VII.	Scope of the Appraisal	5
VIII.	City Data	6-9
IX.	Neighborhood Data	10
X.	Zoning	11
XI.	Site Data	12-13
XII.	Description of Improvements	14
XIII.	Highest and Best Use	15-16
XIV.	The Appraisal Process	17-18
XV.	Direct Sales Comparison Approach	19-26
XVI.	Assumptions and Limiting Conditions	27-28

- Site Plan ■ Comparable Sales Map
- Flood Plain Map ■ Certification & Qualification of Appraiser

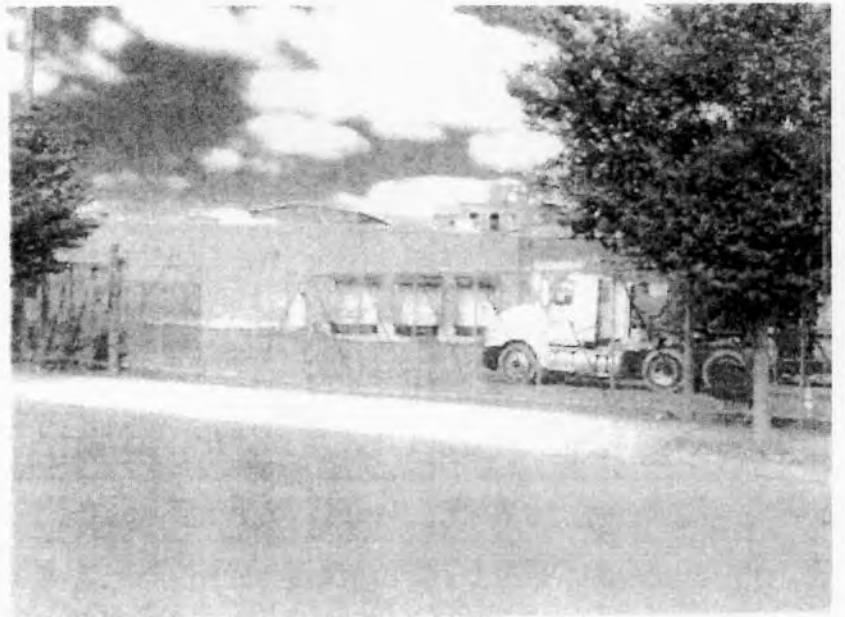
BALDWIN PEARSON
& COMPANY, INCORPORATED

1564 Seaview Avenue
Facing East



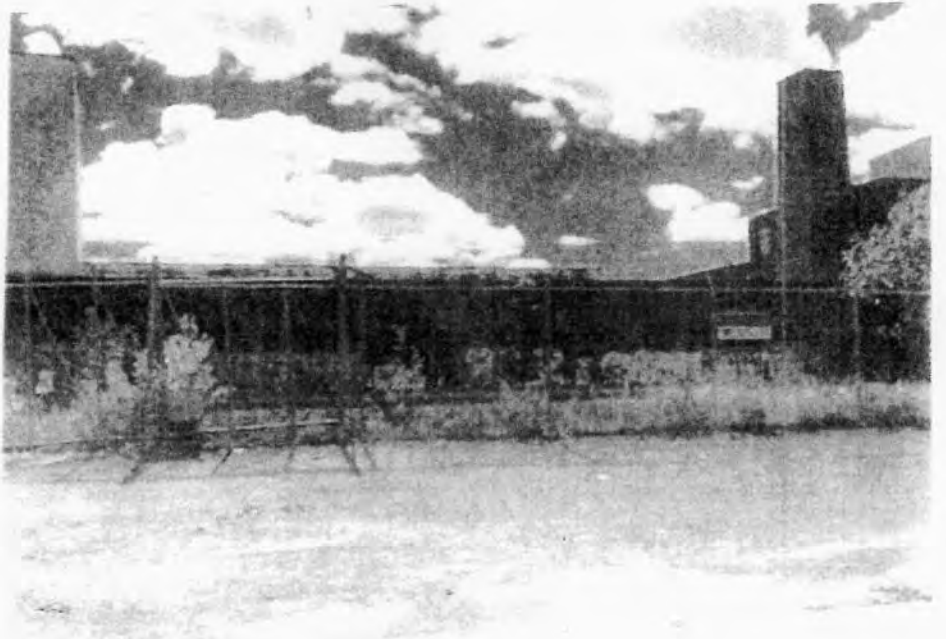
Subject Property facing Northeast

Subject Property Facing North
From Williston Street



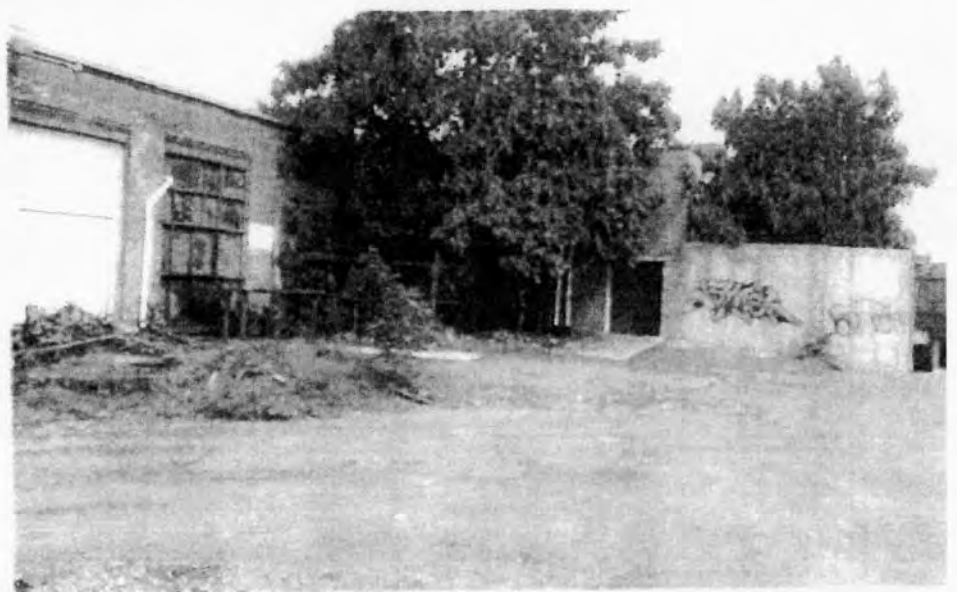
BALDWIN PEARSON
& COMPANY INCORPORATED

Southerly View
From Crescent Avenue



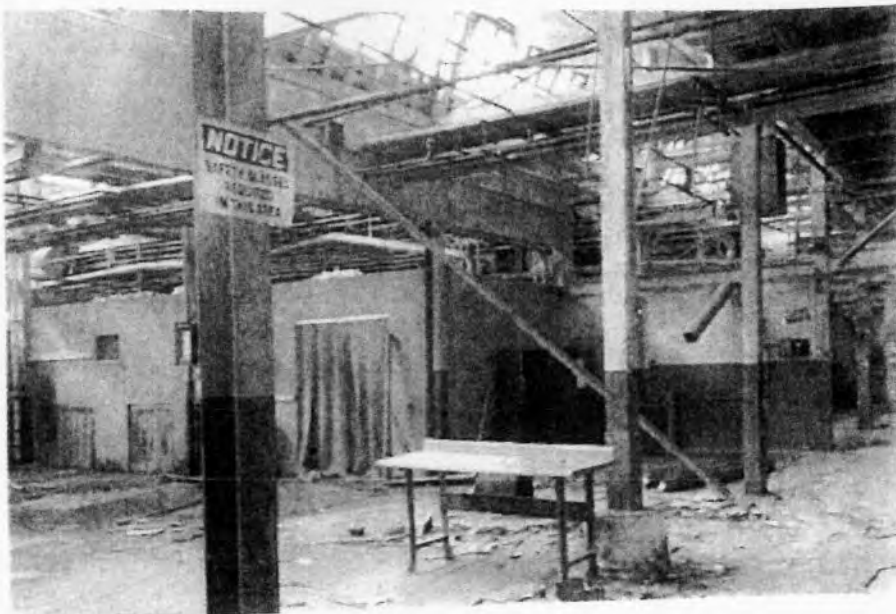
Seaview Avenue Facing North

Fenced Parking Lot
On Williston Street



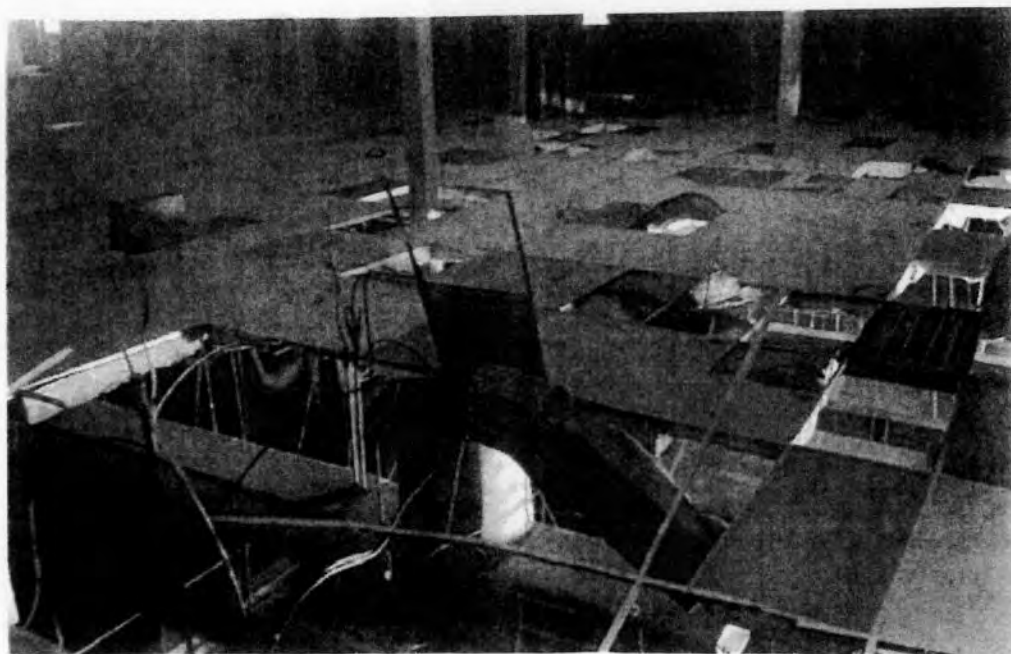
BALDWIN PEARSON
A CONCRETE INCORPORATED

Interior



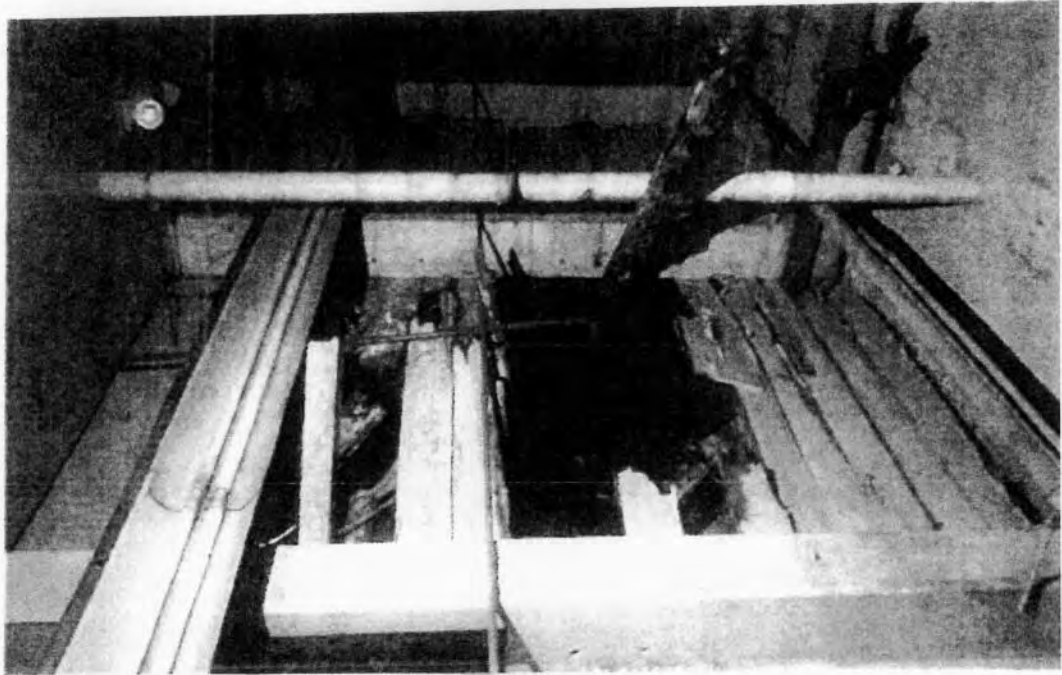
Interior

Interior



BALDWIN PEAPSON
INCORPORATED

Interior

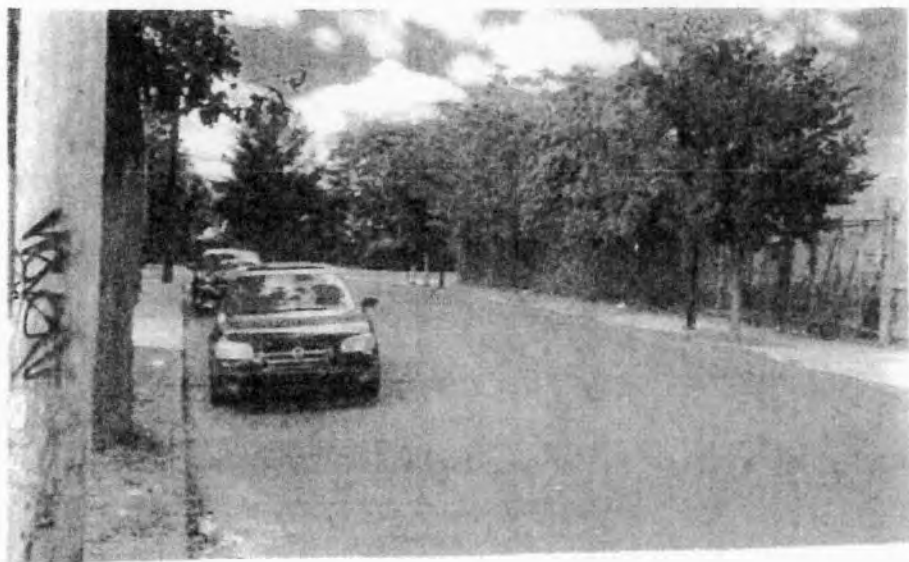


Westerly side of Building
Along Seaview

Seaview Avenue
Facing South



BALDWIN PEARSON
INCORPORATED



Williston Street Facing West



Williston Street Facing East

I. Identification

1564 Seaview Avenue, Bridgeport, Connecticut
Identified in the Tax Assessor's office on Map 43, Block 749, Lot 1

Owner of Record: The City of Bridgeport

Title History

On July 10, 2012, the owner acquired the property through a foreclosure proceeding.

II. Legal Description

ALL THAT CERTAIN piece or parcel of land, together with all improvements thereon, situated in the City of Bridgeport, County of Fairfield and State of Connecticut, and bounded and described as follows:

- NORTHERLY: By Crescent Avenue, 225 feet, more or less;
- EASTERLY: By land formerly of Crescent Realty Corporation but now or formerly of the Cornwall & Patterson Company, 118 feet, more or less;
- SOUTH
EASTERLY: By land formerly of Crescent Realty Corporation but now or formerly of the Cornwall & Patterson Company, 141 feet, more or less;
- SOUTH
WESTERLY: By Williston Street 67 feet more or less;
- NORTH
WESTERLY: By land formerly of John Rousso but now or formerly of Samuel and Mary Moore, 36 feet, more or less;
- SOUTH
WESTERLY: Again land formerly of John Rousso but now or formerly of Samuel and Mary Moore, 81 feet, more or less;
- WESTERLY: By Seaview Avenue, 429 feet, more or less.

The name Rousso is spelled Russo in Volume 1363 at Page 35.

Said premises are also known as 1564 Seaview Avenue, Bridgeport, Connecticut.

Along the same premises conveyed from the Trustees to the Trustee a Quit-Claim Deed dated April 20, 1982 and recorded April 28, 1982 in Volume 1617 at Page 1066 in the Bridgeport Land Records.

Intended Use and User

My client in this Appraisal Report is Mr. Max Perez and the City of Bridgeport. The Appraisal will be used to negotiate a potential sale.

III. Assessment and Taxes

Land	\$320,600
Building	\$1,119,060
OB&Y	<u>\$38,250</u>
Total	\$1,477,910

Mill Rate: 43.45 mills

Annual Taxes: \$64,215

The last revaluation of the Grand List was as of October 1, 2020. This current assessment (70%) reflects the Assessor's Market Value of \$2,111,290 as of that date.

IV. Property Rights Appraised

The Fee Simple Estate as of September 25, 2021. The Fee Simple Estate involves an absolute ownership unencumbered by any other interest or estate subject only to the limitations of eminent domain, escheat, police power and taxation. (The Dictionary of Real Estate Appraisal).

V. Purpose of the Appraisal

The purpose of this appraisal is to estimate the Market Value of the Fee Simple Estate as of September 25, 2021 for the negotiation of a possible sale. The property is improved with a very old and vacant one and two story masonry and brick industrial building. The total gross building area is approximately 107,000 square feet.

The building has been vacant for many years and is in very poor condition. The property is reportedly severely contaminated.

The total amount of cleanup is unknown. For that reason, I will value the property under a hypothetical condition that the property is clean.

VI. Definition of Market Value

Market Value

The most probable cash sale 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 (i.e, motivated by self-interest).
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.
3. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
4. 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.

Re: Per the New Evaluation and Appraisal Guidelines

VII. Scope of the Appraisal

As part of this appraisal, the appraiser made a number of independent investigations and analyses. He relied upon data retained in his office, which is updated on a regular basis for use in all assignments. The appraiser examined data provided by local agencies concerning land use policies and trends, and interviewed local real estate agents and brokers that are active in the area of the subject. On September 25, 2021 the appraiser made an interior inspection of the improvements, the site, the surrounding area and street scenes for the purpose of estimating the fair market value as of September 25, 2021.

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

Competency of Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision contained within the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment based on the following:

- Professional experience
- Educational background and training
- Business, professional, academic affiliations and activities.

The appraisers have previously provided consultation and value estimates for development sites and various types of commercial properties in Connecticut.

VIII. City Data

The City of Bridgeport, which is comprised of 17.5 square miles, is located in southeastern Fairfield County along the north shore of Long Island Sound. The City of Bridgeport is located 50 miles from New York City and 150 miles from Boston. The City is serviced by an excellent transportation network including Interstate 95 and State Highways 15, 8, and 25. Passenger railroad service is provided by Metro-North and Amtrak with a station located in downtown. The City also benefits from its deep water harbor with container and lift crane services as well as ferry service to and from Port Jefferson, Long Island, New York.

Bridgeport was named for the large number of bridges within its borders which spanned its waterways. In early days, silhouettes of its bridges were a distinctive characteristic which identified the City.

Bridgeport has strategic geographic assets due to its waterfront location, excellent transportation system, and proximity to the labor markets of Stamford, New Haven, and Danbury. It offers one of the best deep waterports on the east coast; an airport that can handle small to mid-size aircraft; direct access to I-95 and Route 8; passenger and commercial rail service; a highly skilled blue and white collar employment base; affordable housing; and several miles of coastline. On the negative side, real estate taxes are historically high with crime higher than most other Connecticut cities and towns. However, real estate taxes and crime levels have been declining steadily over the past three years due to effective programs instituted by the current administration.

Bridgeport was once regarded as the social and economic hub of the area. However, as is true of many medium size cities throughout the country, inner city congestion, high crime and urban decay forced many employers and residents out of the city and into the surrounding suburbs.

Bridgeport has instituted a three-pronged economic development program which includes 1) developing the deep water port and waterfront, 2) developing industrial corridors (the Seaview Avenue corridor will connect the port to 400 acres of undeveloped, industrially zoned land), and 3) redeveloping Downtown in a way which puts new emphasis on its proximity to the waterfront.

A new minor league ball field located in the south end at the fringe of the downtown business district was a huge success in its first season. It was formerly the home of the Bridgeport Bluefish. After many years, the stadium has been vacated by the Blue Fish, and is being remodeled into an outdoor music venue. The music venue will be available for concerts in the spring or summer of 2021. The Arena at Harbor Yard is the newest addition to this south end neighborhood.

The Steel Point Development is officially under way, as a large Bass Pro Shop enters its 4th year of business. A Starbucks and Chipolte Grill are successful additions to the development. This is the first phase of a massive commercial development along Stratford Avenue on the East side of Bridgeport. Other retail stores will follow, along with a marina hotel, and high rise apartment buildings. Boca Grill a large waterfront restaurant, along with a 100 slip marina was recently opened.

The Covid Pandemic has paused any further development until the Spring or Summer of 2021.

With three court houses, Downtown Bridgeport already serves as a regional judicial and legal center. It is also a regional banking center and State office center. The Bridgeport Public Library, located adjacent to the Housatonic Community-Technical College site, the finest library in the State, with the exception of that of Yale University, is a resource for all these service elements.

Included in the City's three-pronged development program, \$5 to \$7 million has been invested in "brick and mortar" improvements to the area, the first such in 20 years. New curbs, sidewalks, trees, flowers, and street signs have made a positive impact throughout the City.

Primary regional access to the area is furnished by the Connecticut Turnpike (I-95) and the Merritt Parkway (Connecticut Route 15). Local access within the region is primarily by U.S. Routes 1, State Routes 8 and 25. I-95 parallels the Long Island Sound shoreline throughout the state of Connecticut, and is the major north-south highway connecting New England with the Middle Atlantic and Southern States. I-95 is a six-lane, limited access, non-toll road. The average daily traffic counts indicate that this heavily traveled road has experienced increasing usage. The traffic flow problems on I-95 have become particularly acute at the point where the road runs alongside the cities of Stamford and Norwalk.

In terms of population, Bridgeport is the largest city in Fairfield County and the second largest city in the state. However, the City of Bridgeport has been experiencing a declining population base.

According to the Connecticut Department of Economic and Community Development, the City of Bridgeport had a 2017 population of 147,586 residents, or 8,700 residents per square mile. This represents a slight increase of 6% over the 2000 level of 139,529 residents. Bridgeport's latest median household income stands at \$44,841, only 50% of the Fairfield County average of \$89,773 and 59% of the State's average of \$73,781. These differences appear severe due to the very above average income of the county and the state as a whole.

Historically, Bridgeport is known for its shipping, manufacturing, and warehousing facilities. Large companies such as General Electric, Bridgeport Brass, Carpenter Steel, and Remington Arms were instrumental in providing Bridgeport with a solid industrial base. Machinery manufacturing and machine tooling also have been a major foundation of the area's industry. The Bodine Corporation, Bridgeport Machines, The Bullard Company, Moore Special Tool, and Producto Machine have provided production machinery throughout the world.

Bridgeport is currently undergoing a transformation from a heavy industrial base to the retail/service trades. Numerous plants have been closed or sold including Bridgeport Brass Company, Remington Arms and Carpenter Steel. This trend is evidenced throughout the Fairfield County. Older industrial uses are being supplanted by a variety of alternative uses, most of which are oriented to the retail/service trades. Bridgeport together with twelve neighboring towns comprise the Bridgeport Labor Market Area. The Bridgeport LMA was long regarded as the blue collar, factory oriented center of the region. As the older mills and plants closed their doors there was a shift from manufacturing employment to white collar office type trades.

Bridgeport has a total of 60,147 housing units broken down as follows:

Single Family	18,246
In Structures with 2 units	9,000
In Structures with 3 or more units	27,164

Bridgeport's residential areas contain a mixture of modern and older single family homes combined with various condominium and primarily low rise apartment complexes.

The median price of a home in Bridgeport is \$170,300 as compared with \$417,800 in Fairfield County and \$270,000 in the State of Connecticut.

According to our analysis and discussions with local brokers, the market is quite active throughout the City due to low mortgage rates, stable taxes, and a positive feeling about the City's future.

Long term projections for the City are positive. Bridgeport should benefit from its excellent transportation network and proximity to New York City. Bridgeport is within the path of development established during the mid 1980's and would be a logical choice for future development.

Attached and made part of this report is a Town Profile taken from the C. E. R.C. website.

IX. Neighborhood Data

This old east side neighborhood is generally bound by Kossuth Street to the west, Boston Avenue to the north, Central Street to the east and Connecticut Avenue on the south side.

The subject property is located on the easterly side of Seaview Avenue at the corner of Williston Avenue. Major companies in the neighborhood include Seaview Rental, Syntec, Rotair Industries, O&G Contractors and smaller users such as Printed Circuit, Mark IV Contractors, Viking Construction, Seaview Equipment, and a Waste Management (WM) Recycling Plant.

There are a good number of old multifamily dwellings which are primarily on Bunnell Street, Holly Street, Deacon Street and Williston Avenue and about six homes on Seaview Avenue in the immediate area of the subject.

A newly remodeled mixed use building (office and apartments) is located on the opposite corner.

A full interchange of I-95 is located at the south end of Seaview Avenue and Connecticut Avenue. This is a major attraction which provides excellent access to the area. This is an inner city location which has all of the amenities including sewer, water, gas and public transportation. It is an old fully developed neighborhood with little likelihood of change.

The former Underwood Complex has been demolished and was redeveloped with an industrial building for a local contractor. It is now occupied by a large moving and storage company. An electrical contractor plans on constructing a 13,000 square foot building on Central Avenue in coming months. It is situated a short distance east on Bunnell Street.

Bridgeport Hospital, one of the largest employees in the city is located one mile north.

X. Zoning

The subject property is located in an ILI-Zone, which is a light industrial classification. There is no minimum lot size or lot area. Minimum frontage is 25 feet, maximum building coverage is 85% of the site area, and maximum building height is 75 feet.

Minimum Yard Requirements & Permitted Uses are as follows:

Minimum Lot Area	None
Minimum Frontage	25 feet
Maximum FAR	No limit

Maximum Building Coverage	85% of site area
Maximum Height	75 feet

Minimum Setbacks	
Street Line	15 feet

Permitted Uses

Offices:	Limited to 20,000 square feet for offices not directly supporting on site industrial activity.
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Retail Sales & Services

Automotive/Marine Craft
Wholesale Trade

A variety of high impact and low impact warehousing uses and manufacturing uses with a special permit.

Residential uses are not permitted.

The existing industrial building is a conforming use.

XI. Site Data

The subject property consists of a generally rectangular shaped site located on the easterly side of Seaview Avenue with additional frontage on Williston Street & Crescent Avenue the westerly side of Hancock Avenue. The total land is approximately 2.290 Acres or 99,752 square feet.

The following is a summary description of the lot:

Land Area: Approximately 99,752 square feet or 2.290 Acres

Shape: Generally rectangular

Topography: Level, at street grade

Road

Frontage:	Seaview Avenue	429 feet
	Williston Street	67 feet
	Crescent Avenue	225 feet

Utilities: All public including city water, electricity, gas, a sanitary sewers.

Site

Improvements: Old asphalt paving/gravel/ steel perimeter fencing

Off Site

Improvements: Concrete sidewalks, curbs, gutters and street lamps.

Flood Plain: No as shown on Flood Map #09001C0441G.

Comments:

The site has frontage on three roads. Small fenced yards are located along the Williston Street side (south) and Crescent Avenue (north). An old multi-level brick and masonry industrial building covers the entire site.

Environmental Condition of the Property

The subject property was formerly utilized as an industrial plant many years ago. The City of Bridgeport has environmental studies which show that the site is severely contaminated with lead paint and asbestos. The ground water is also contaminated, and pumping station and monitoring wells are active in the building.

The reports do not specify a total cost to remediate the site.

However, for the purpose of this appraisal, since a defined cost to remediate the site is not known, your appraiser will make the extraordinary assumption that the property is in an uncontaminated site.

The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property or via contamination from adjoining properties, over past years.

The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and thus, could not take these factors into consideration in the analysis, nor reasonable quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of contamination. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on property value. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property. *The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the preceding issues is strongly recommended.*

XII. Description of Improvements

The following description was derived from a brief interior inspection of the building and from information provided by the Tax Assessor's field card.

Building:	One and two story brick and masonry industrial building
Age:	1875 remodeled
Building Size:	107,206 square feet
	First Floor: 82,212 square feet
	24,994 square feet
	Total: 107,206 square feet
Exterior Walls:	Concrete block, brick
Roof:	Flat Tar & Gravel
Interior:	Softwood Floors, Concrete
Former Use:	Manufacturing
Condition:	Poor
Comments:	The building is in very poor condition and will need to be razed. The roof has collapsed in some areas of the building, and the interior has been exposed to the elements. The building no longer adds a contributory value to the overall Market Value of the property. As mentioned earlier, the building is severely contaminated with asbestos, lead paint and other things.

XIII. Highest and Best Use

Highest and Best Use as defined in The Dictionary of Real Estate Appraisal, published by the Institute of Real Estate Appraisers, is "that reasonable and probable use that supports the highest present value as of the effective date of the appraisal." It is that use which is physically possible, legally permissive and produces the highest net return and value.

To estimate the highest and best use, four elements are considered:

- 1) Possible use - What uses of the site are physically possible?
- 2) Permissible legal use - What uses of the site are permitted by zoning and deed restrictions?
- 3) Feasible uses - Which possible and permissible uses will produce a net return to the owner of the site?
- 4) Maximally productive use - Among the feasible uses, that use which will produce the highest net return or the highest present worth.

The highest and best use of the property must be considered the demolition of the existing building and the redevelopment of the site with a one story industrial building. There are no encroachments or deed restrictions which would affect the future development of the property. With a total land area of approximately 100,000 square feet, the site is well suited for the construction of an industrial building.

A 10,000 – 20,000 square foot industrial building would allow adequate off street parking and good loading for an industrial company.

Potential uses would be a large contractor's yard or a high bay distribution/storage building.

The property is level and served with all public utilities and sewers. An industrial building would fit in well with the industrial character of the neighborhood.

Given the easy access to I-95 the site is well suited for a large construction company.

Estimated Exposure and Marketing Time

Inherent in our estimate of market value for the subject property are estimates of both exposure and marketing time. Exposure time is presumed to precede the effective date of valuation, while marketing time is presumed to occur subsequent to the valuation date. Exposure time is described as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at our estimate of market value on the effective date of the appraisal. Marketing time is an estimate of the amount of time it might take to sell the property interest appraised at our estimate of market value during the period immediately after the effective date of valuation.

Market value conclusions recognize the characteristics of the subject real estate and consider the current economic environment and its effect on real property. An exposure and marketing period of 3-6 months is considered reasonable in which to induce sale of the subject property at the value estimated within this report. These estimates of exposure and marketing times presume the property is actively exposed and aggressively marketed through commonly accepted marketing channels. The stated exposure and marketing periods are based on discussions with local real estate professionals and consider typical exposure and marketing times for similar property in the market area.

XIV. The Appraisal Process

The appraisal process is a systematic sequence of steps in which data is used to estimate the value of the subject property. The information is acquired, classified, analyzed and then presented. The first steps in the appraisal process include defining the appraisal problem, identification of the real estate, the effective date for the value estimate, the property rights appraised and the type of value sought. Once this has been accomplished, the appraiser analyzes other factors in the market that affect the subject such as neighborhood data, site and improvement analysis, and the highest and best use analysis. Once these steps have been completed, the appraiser generally uses three approaches in estimating Market Value:

1) The Cost Approach, 2) The Income Approach, and 3) The Direct Sales Comparison Approach.

Cost Approach

In the Cost Approach, accrued depreciation is estimated and then deducted from the cost new of the improvements. This value is then added to the land value, which is generally obtained through the Direct Sales Comparison Approach. The resultant figure indicates the value of the whole property.

Income Approach

The Income Approach is predicated on the assumption that there is a definite relationship between the income or money a property will generate and its value. The approach is based on the principle that value is created by the expectation of benefits derived in the future. The anticipated annual net income of the subject property is processed to produce an indication of value. Net Income is equal to the money generated by the property before payment of any debt service. There are two techniques that are generally used in the process of converting net income to value. The first technique is called capitalization. Capitalization involves dividing net income by a capitalization rate, which takes into consideration the factors or risk, interest on the capital investment and recapture of the depreciating asset. The basic formula in capitalization is as follows:

$$\text{Value} = \text{Net Income} / \text{Capitalization Rate}$$

The second technique commonly used is the Discounted Cash Flow, which takes the discounted value of an income stream over a fixed period, say 5 years, plus the discounted value of the reversion which is estimated at the end of the period. The sum of these two values is the estimated value of the property. Assumptions such as the discount rate, growth rate of income and expenses, and the value of the reversion need to be addressed in this technique.

Direct Sales Comparison Approach

In this approach, the appraiser gathers data on comparable properties, analyzes the nature and condition of each sale, and then makes appropriate adjustments for dissimilar characteristics such as time, size, location, zone and condition. Once these adjustments are made, the value is reduced into a common unit of comparison such as price per square foot or price per apartment or a gross rent multiplier. The Direct Sales Comparison Approach is especially effective when there is an abundance of recent sales data.

Only the Direct Sales Comparison will be used in estimating the Market Value of the subject property.

XV. Direct Sales Comparison Approach

In estimating the Market Value of the subject land, (given that the improvements have no value), I have given consideration to the following four sales of industrial buildings located in the general neighborhood of the subject.



Sale #1 – 1209-1271 Central Avenue, Bridgeport, Connecticut

Grantor: City of Bridgeport
Grantee: WC MCBride Management LLC.
Sales Date: October 4, 2018
Vol/Page: 9897/290
Sales Price: \$172,500
Financing: N/A assumed to be at market levels
Land Area: 1.15 Acres
Zone: ILI
Comments: Abutting land sold to an electrical contractor. The buyer plans on constructing a 13,000 square foot industrial building in the coming year. Good, level, corner site. The sale was confirmed with the seller. Similar location.

Sales Price
Per SF of Land: \$3.44 per square foot



Sale #2 – 729 North Washington Avenue, Bridgeport, Connecticut

Grantor: Zwally LLC.
Grantee: 729 North Washington Ave. LLC.
Sales Date: December 7, 2018
Vol/Page: 9932/60
Sales Price: \$250,000
Financing: All Cash
Land Area: 35,479 SF or .814 Acres
Zone: IIL
Comments: Similar level and corner parcel. (River Street)
The property was purchased by a local contractor.

Sales Price
Per SF of Land: \$7.00 per square foot



Contract For

Sale #3 – 430-454 Bunnell Street, Bridgeport, Connecticut

Grantor: City of Bridgeport

Grantee: TBD

Sales Date: N/A

Vol/Page: N/A

Sales Price: \$120,000

Financing: All Cash

Land Area: 30,254 square feet or .70 Acres

Zone: IL

Comments: A level industrial site, located on the east side of Bridgeport, in a similar mixed residential/industrial area. The site is located within one mile of the subject.

Sales Price

Per SF of

Land:

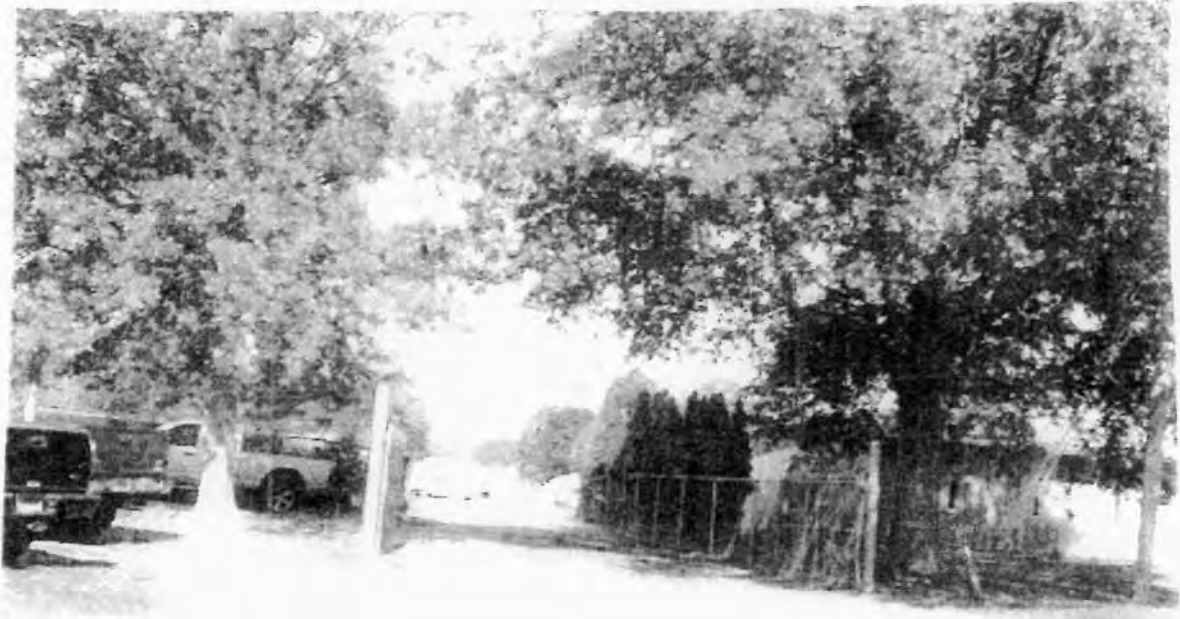
\$3.96 per square foot



Sale #4 – 10 Research Drive, Stratford, Connecticut

Grantor: 10 Research Drive LLC.
Grantee: 10 Research LLC.
Sales Date: June 23, 2021
Vol/Page: 4543/178
Sales Price: \$325,000
Financing: All Cash
Land Area: .73 Acres or 31,798 square feet
Zone: MA
Comments: Level industrial site located near I-95 at Exit 30.
Superior location. Smaller site. The property was purchased
by a local company for expansion.

Sales Price
Per SF of
Land: \$10.22 per square foot



Sale #5 – 815 Woodend Road, Stratford, Connecticut

Grantor: Woodend LLC.
Grantee: 815 Woodend LLC.
Sales Date: November 20, 2021
Vol/Page: 4447/25
Sales Price: \$1,200,000
Financing: N/A assumed to be at market levels
Land Area: 3.84 Acres
Zone: MA
Comments: This is a large rear lo, which appears to be occupied by a large refuse/recycling company. Superior location.

Sales Price
Per SF of
Land: \$7.17 per square foot

Analysis of Sales

Sale #1 - \$172,500 or \$3.44 per square foot
 Sale #2 - \$250,000 or \$7.00 per square foot
 Contract For
 Sale #3 - \$120,000 or \$3.96 per square foot
 Sale #4 - \$325,000 or \$10.22 per square foot
 Sale #5 - \$1,200,000 or \$7.17 per square foot

Adjustments

	<u>Sale #1</u>	<u>Sale #2</u>	<u>Sale #3</u>	<u>Sale #4</u>	<u>Sale #5</u>	<u>Subject</u>
Sales Price/SF	\$3.44	\$7.00	\$3.96	\$10.22	\$7.17	
Condition of Sale	-	-	-	-	-	
Financing	-	-	-	-	-	
Market Conditions	<u>+.36</u>	<u>+.60</u>	-	-	-	
Adjusted Rate	\$3.80	\$7.60	\$3.96	\$10.22	\$7.17	
Land Area	-.38	-1.00	-.40	-1.02	+.35(5%)	99,752 SF
Location	-	-	-	-2.55	-1.07(15%)	
Zone	-	-	-	-	-	Light Ind.
Shape/Topography	-	-	-	-	+1.07	
Total Adjustments	<u>-.38</u>	<u>-1.00</u>	<u>-.40</u>	<u>-3.57</u>	<u>+.35</u>	
Indicated Market Value Per SF	\$3.42	\$6.60	\$3.56	\$6.65	\$7.52	

The five sales represent the most recent transactions of industrial lots located in Bridgeport and nearby Stratford. Due to a scarcity of available land, recent sales are extremely limited.

Sale #1, is an older sale which compares well in land area, zone, and topography.

Sale #2 compares well in land area and zone. It is a similar corner site.

Sale #3 is on the same block as Sale #1. It compares well in location, zone and topography.

Sale #4 and #5 are more desirable industrial location in Stratford near Exit 30 of I-95. The site compares well in zone, topography and land area.

The average of the five sales after adjustments is \$5.55.

Accordingly, after placing equal weight on the five sales, I estimate the Market Value of the subject property as follows:

$$\text{\$6.00 per square foot} \times \text{99,752 square feet} = \text{\$598,512}$$

Call It:

\\$600,000
SIX HUNDRED THOUSAND DOLLARS
Estimated Market Value by the Subject Land

In estimating a demolition cost for this large industrial building, I have utilized the Marshall Valuation Service.

The cost for a Class C Industrial Building is \$4.54 - \$6.75 per square foot.

Current Cost Multiplier: 1.19

Adjusted Range: \$5.40 - \$8.03 per square foot

Building Size: 107,206 square feet

Demolition Cost: \$578,912 - \$860,864

This range does not take into consideration the large amount of lead paint and asbestos documented in a report by Loureiro. (a summary of which is located in the addendum of this report).

The demolition cost is basically equal to or greater than my estimated Market Value for the subject land.

Environmental clean-up costs for the asbestos, lead paint, PCB's, and contaminated ground water could easily equal or exceed my land value as well.

For these reasons, it is my opinion that the Market Value of the Fee Simple Estate assuming a hypothetical condition that the property is clean as of September 25, 2021 is:

\$0
ZERO DOLLARS OR LESS

Respectfully submitted,



George M. Shawah, Jr., MAI
President
RCG.0000557

XVI. Assumptions and Limiting Conditions

That no opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.

That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions except those specifically discussed in the report.

The property is appraised assuming it to be under responsible and competent management and available for its highest and best use.

That no engineering survey has been made by the appraiser.

Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

That maps, plats and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

That no opinion is expressed as to the value of subsurface oil, gas or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

That no detailed studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.

My estimate of value does not reflect any possible limitations on the marketability and/or mortgaging of the property as a result of conditions governed by Connecticut Public Act 84-535 "An Act Concerning Clarification of Permits for Hazardous Waste." That is, I assume that there are no environmental conditions which would adversely affect the value of the property. Should an environmental site assessment disclose otherwise, I reserve the right to modify my valuation and this report accordingly.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not the renovation work completed thus far is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and plans for development, together with a detailed analysis of the requirements of the ADA, could reveal that the property will not be in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.

Bridgeport, Connecticut

145,639

General

Land Area	16
Population Density	9,120
Number of Households	50,638
Median Age	34.3
Median Household Income	\$46,662
Poverty Rate	22%

Economy

Top Industries

Health Care & Social Assistance	12,485	344	\$54,338
Local Government	4,382	28	\$71,226
Manufacturing	3,317	161	\$56,314
Retail Trade	3,144	308	\$41,856
State Government	2,399	28	\$72,931

SOTS Business Registrations

Total Active Businesses 16,587

New Business Registrations by Year

429	831	858	1,172
531	795	944	1,168
528	774	885	1,218
626	767	942	1,476
721	686	1,000	1,737

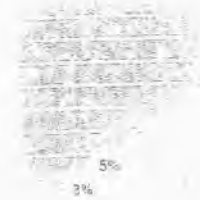
Key Employers

- 1 Trefz Corp
- 2 People's United Financial Inc
- 3 Bridgeport Hospital
- 4 Connecticut Post
- 5 St. Vincent's Medical Center

Demographics

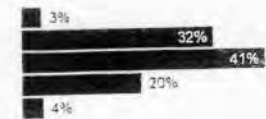
Age Distribution

Under 10
10 to 19
20 to 29
30 to 39
40 to 49
50 to 59
60 to 69
70 to 79
80 and over



Race and Ethnicity

Asian
Black
Hispanic or Latino/a
White
Other



Language Spoken at Home

English
Spanish

Educational Attainment

High School Diploma Only
Associate Degree
Bachelor's Degree
Master's Degree or Higher

Housing

Median Home Value	\$174,700	\$275,400
Median Rent	\$1,163	\$1,180
Housing Units	58,652	1,516,629

Owner-Occupied
Detached or Semi-Detached
Vacant

Schools

School Districts

Achievement First Bridgeport Academy	1-12	1,127	0	87%
Bridgeport School District	PK-12	19,449	766	76%
Capital Preparatory Harbor School	1-12	785	0	68%
Great Oaks Charter School District	6-12	670	0	
New Beginnings Inc Family Academy	PK-8	502	56	
Park City Prep Charter School	5-8	360	0	
The Bridge Academy District	7-12	281	0	74%
Statewide	-	513,079	15,300	88%

Smarter Balanced Assessments

Met or exceeded expectations, 2018/19

	Math	ELA
Achievement First Bridgeport Academy	53%	64%
Bridgeport School District	16%	27%
Capital Preparatory Harbor School	25%	31%
Great Oaks Charter School District	12%	20%
New Beginnings Inc Family Academy	22%	34%
Park City Prep Charter School	33%	48%
The Bridge Academy District	13%	33%
Statewide	48%	56%

Bridgeport, Connecticut

145,639

Labor Force

Employed	60,340	1,724,621
Unemployed	8,141	148,010
Unemployment Rate		
Self-Employment Rate ¹		

Catchment Areas of 15mi, 30mi, and 60mi



Access

Mean Commute Time	28 min	26 min
No Access to a Car		
No Internet Access		

Commute Mode

Public Transport
Walking or Cycling
Driving
Working From Home

Public Transit

CTransit Service
Other Public Bus Operations
Train Service

Greater Bridgeport Transit Authority
Amtrak, Metro-North

Fiscal Indicators

Municipal Revenue

Total Revenue	\$607,730,220
Property Tax Revenue	\$311,378,677
<i>per capita</i>	\$2,162
<i>per capita, as % of state av.</i>	71%
Intergovernmental Revenue	\$272,473,344
Revenue to Expenditure Ratio	86%

Boston*

Municipal Expenditure

Total Expenditure	\$706,559,843
Educational	\$302,605,027
Other	\$403,954,816

Grand List

Equalized Net Grand List	\$9,430,537,961
<i>per capita</i>	\$65,083
<i>per capita, as % of state av.</i>	42%
Comm./Indust. Share of Net Grand List	21%

Actual Mill Rate	54.37
Equalized Mill Rate	33.22

Municipal Debt

Moody's Rating	Baa1
Total Indebtedness	\$763,760,607
<i>per capita</i>	\$5,271
<i>per capita, as % of state av.</i>	204%
<i>as percent of expenditures</i>	108%
Annual Debt Service	\$76,804,705
<i>as % of expenditures</i>	11%

Search AdvanceCT's [SiteFinder](#), Connecticut's most comprehensive online database of available commercial properties

About Town Profiles

The Connecticut Town Profiles are two-page reports of demographic and economic information for each of Connecticut's 169 municipalities. Reports for 2018-2019 are available from [profiles.ctdata.org](#)

Feedback is welcome, and should be directed to info@ctdata.org

These Profiles can be used free of charge by external organizations, as long as AdvanceCT and CTData Collaborative are cited. No representation or warranties, expressed or implied, are given regarding the accuracy of this information.

InterFlood

Prepared by: Daniel P. ...

1564 Seaview Avenue

Bridgeport, CT 06601









Google

MAP DATA

FEMA Special Flood Hazard Area - No
Map Number: 09001C0441G
Zone: X
Map Date: July 09, 2013
FIPS: 09001

MAP LEGEND

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |



City of Bridgeport

1564 Seaview Avenue
Bridgeport, CT

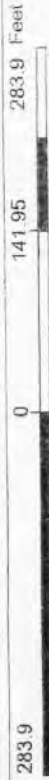


Legend

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



1:1,703



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION
BRIDGEPORT CITY OF					
45 LYON TER		Alt Prcl ID 0749-01	SUPPLEMENTAL DATA		
BRIDGEPORT CT 06604		Census Tr CEN743	Special Dis		
		Hearth Abstract 300:300	Assoc Pld#		
		Freeze			
		GIS ID 749-1			

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	QU	VII	SALE PRICE	VC
BRIDGEPORT CITY OF		8637 0118	07-10-2012	U	I	0	29
THE SERGY COMPANY L.L.C.		4229 0310	10-28-1999	U	I	485,000	
		3754 0009	07-17-1997	U	I	0	
Total		1,416,640.00					

EXEMPTIONS		Amount	Description	Number	Amount	Comm Int
Year	Code					
2015	BAAX	1416640.00				
Total		1,416,640.00				

ASSESSING NEIGHBORHOOD		Batch
Nbhd	Nbhd Name	
SVAI		
Notes		

1 - FRIEGHT ELEV. NO-MAKE 1200#, BSMT =
 100% SPRINKLER SEE MISC. REFIN. , SEC #
 1 = MFG W/ 50 X 62 CAFETERIA , SEC #3 =
 1992 ADDTN = ANGL , SEC #2 & 6 = 1ST FLR
 MFG,2ND & 3RD FLR OFFICE - 3RD FLR REMO
 D 1991 SEC #3 = 24 FT WALL HT MAGNET

EK - DEPR=OLD & NEWER CONST. SECT. 1 (4
 LOADING DECKS) 1996 TORN DOWN SECTION (3
 1X39X118X7) AND REPLACE IT WITH NEW
 2/08-VACANT FOR 3 YEARS
 F=LO/SO E=INC/MKT ADJ

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

LAND LINE VALUATION SECTION																	
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value			
1	922	Mun Com Bldg M	ILI	2.290	AC	250,000	1.00000	1	1.00	SVAI	0.800	ALL SITE	0	200,000	458,000		
Total Card Land Units													2.290	AC	Parcel Total Land Area: 2.29000	Total Land Value	458,000

CURRENT ASSESSMENT		Code	Appraised	Assessed
21	458,000	21	320,600	320,600
22	1,598,650	22	1,119,060	1,119,060
25	54,640	25	38,250	38,250
Total			2,111,290	1,477,910

PREVIOUS ASSESSMENTS (HISTORY)		Year	Code	Assessed	Year	Code	Assessed
2020	21	2019	21	280,530	2018	21	280,530
	22		22	1,098,980		22	1,098,980
	25		25	37,130		25	37,130
Total			Total	1416640		Total	1416640

This signature acknowledges a visit by a Data Collector or Assessor

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	1,455,960
Appraised Xf (B) Value (Bldg)	142,690
Appraised Ob (B) Value (Bldg)	54,640
Appraised Land Value (Bldg)	458,000
Special Land Value	0
Total Appraised Parcel Value	2,111,290
Valuation Method	C

VISIT / CHANGE HISTORY					
Date	Id	Type	Is	Cd	Purpose/Result
06-09-2008	AD			91	Com Field Review
02-11-2008	JF			06	Measured/Vacant
06-10-1999	RR			A	Inside Inspection
06-10-1992	RR			A	Inside Inspection
Total Appraised Parcel Value		2,111,290			

VISION

CONSTRUCTION DETAIL

Element	Cd	Description	Element	Cd	Description
Style: 40	Industrial				
Model: 94	Comm/Ind				
Grade: 08	Average				
Stories: 3					
Occupancy: 1.00					
Exterior Wall 1: 20	Brick				
Exterior Wall 2: 15	Concr/CinderBl				
Roof Struct: 01	Flat				
Roof Cover: 04	Tar + Gravel				
Interior Wall 1: 01	Minim/Masonry				
Interior Wall 2: 03	Concr-Finished				
Interior Floor 1: 09	Pinel/Soft Wood				
Interior Floor 2: 03	Oil				
Heating Fuel: 03	Hot Air-No Duc				
Heating Type: 01	None				
AC Type: 340	Ind/WHs Mdl 96				
Tl Rooms: 00					
Tl Bedrms: 0					
Tl Baths: 0					
Tl Half Baths: 0					
Tl Xtra Fix: 0					
Heat/AC: 00	None				
Frame Type: 03	Masonry				
Baths/Plumbing: 02	Average				
Ceiling/Wall: 02	Ceiling Only				
Rooms/Prtns: 02	Average				
Wall Height: 18.00					
% Corn Wall:					
1st Floor Use:					

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

Code	Description	L/B	Units	Unit Price	Yr Blt	Comd	Cd	% Good	Grade	Grade Adj	Appr. Value
SPR1	Sprinklers-Wet	B	107.35	2.80	1977			35	0.00	0.00	105,210
PAV1	Paving Asph	L	32,000	3.10	1993			50	0.00	0.00	49,600
LDL1	Load Levler	B	3	3600.00	1977			35	0.00	0.00	3,780
FN1	Fence, Chain	L	560	18.00	1993			50	0.00	0.00	5,040
ELV1	Freight	B	4	31200.00	1977			50	0.00	0.00	33,700

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value
BAS	First Floor	82,212	82,212	82,212	38.58	3,171,739
FUS	Finished Upper Story	24,994	24,994	23,744	36.65	916,044
UBM	Unfin Basement	0	9,346	1,869	7.72	72,106
Ttl Gross Liv / Lease Area					116,552	107,825
						4,159,889

CONSTRUCTION DETAIL (CONTINUED)

Code	Description	Percentage
922	Mun Com Bldg Mdl 94	100
		0
		0

COST / MARKET VALUATION

RCN	4,159,889
Year Built	1875
Effective Year Built	A
Depreciation Code	40
Remodal Rating	10
Depreciation %	15
Functional Obsol	1,000
External Obsolescence	
Trend Factor	
Condition	
Condition %	35
Percent Good	1,455,960
RCNLD	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

REMEDIATION COSTS

SECTION 66 PAGE 11
December 2019

DEMOLITION

Costs presented are average costs of removal per square foot of total building floor area, except as noted, including loading and hauling, but not dump fees. It is also assumed that the materials have no salvage value. For individual unit costs, see prior page.

Costs for removal vary greatly depending on the size and complexity of the job and extent of contamination regarding hazardous materials. The following cost ranges are in some cases based on one or only a few removal projects and should be considered as very rough guides. Due to the number of variables involved, we would suggest that, whenever possible, survey, bid or contract costs be obtained.

BUILDING DEMOLITION

(Cost range per square foot)

Class A:	5.72 - 8.40	Class D:	3.83 - 5.92
Class B:	7.46 - 10.25	Class S:	3.46 - 5.72
Class C:	4.54 - 6.75	Gutting only:	7.94 - 24.80

Small residences, total cost (approximately 1,000 - 1,500 sq. ft. per floor):

1-story	3875.00 - 9050.00	2-story	5100.00 - 12400.00	3-story	6850.00 - 15000.00
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SEISMIC RETROFITTING

EARTHQUAKE (HURRICANE) REINFORCEMENT: Complete foundation anchorage retrofit for small (approximately 1,000- to 1,500-square-foot) raised-floor residences cost 3675.00 to 7250.00.

UNIT COSTS	COST RANGE
Sill plate anchors (6" o.c.), each	46.25 - 66.00
Rim joist anchoring (2" o.c.), each	34.75 - 53.50
Pier joist straps, each	30.50 - 70.50
Cripple, shearwall sheathing, per sq. ft.	1.88 - 3.72
Truss/rafter ties, each	46.25 - 74.00
Beam anchors, each	66.00 - 146.00
masonry construction	273.00 - 565.00

MISCELLANEOUS

HOUSE LIFTING (elevated above flood plain): Cost 9250.00 - 17200.00 for raised floor to 24900.00 - 41200.00 for slab on grade residences. Add 10100.00 - 20300.00 for fill foundation, 20100.00 - 33400.00 for full-story raised substructure.

HOUSE MOVING (excluding new foundations or utilities): Cost 14300.00 - 25800.00 for a one-story residence (approximately 1,000 to 2,000 square feet), and 11500.00 - 19100.00 for a two-story residence (ground floor area of 500 to 1,000 square feet) up to a 5-mile distance. For masonry structures, add 50%.

HAZARDOUS MATERIAL REMOVAL

RADON REMOVAL: Residential basement ventilation retrofit costs 1110.00 - 1660.00 for a passive exhaust pipe ventilation system plus 374.00 - 625.00 for active fan and alarm.

ASBESTOS REMOVAL:	LOW COST	AVERAGE	GOOD	HIGH COST
Encapsulation	1.88	2.44	3.22	4.16
Full Abatement	26.25	35.75	48.25	66.00
Spot Removal	10.25	13.60	18.05	24.50

LEAD REMOVAL:

Encapsulation	3.27	4.16	5.34	6.92
Full Abatement	11.05	14.10	18.05	23.40
Spot Removal	9.42	11.05	13.25	15.70

GRAFFITI REMOVAL:	1.25	1.66	2.09	2.51
-------------------	------	------	------	------

SITE DECONTAMINATION: Biological soil remediation costs have averaged 118.00 per cu. yd. for land treatment (filled soil-conditioning farming), 218.00 per cu. yd. for bioventing vapor extraction (air stripping and soil treatment) to 341.00 per cu. yd. for full bioreactor treatment (active slurry-aeration mixing), with costs having varied plus or minus 50%.

GROUND WATER CLEANUP: Pump and treat remediation costs have averaged 0.13 to 0.20 per gallon treated per year while permeable reactive barrier treatment systems averaged 0.55 to 1.20 per gallon treated per year, with costs having varied plus or minus 50%.

STORMWATER MANAGEMENT

(Costs include trenching and backfill)

UNIT COSTS	COST RANGE
Polyethylene chamber system, complete, per gallon	1.34 - 2.70
Chamber only (70 - 425 gallon), each	68.50 - 301.00
Pipe drainage system, 10", per linear foot	15.70 - 19.25
12"	18.30 - 22.05
24"	35.75 - 41.25
36"	62.50 - 68.50
48"	100.00 - 106.00
Bioswale detention system, cost per sq. ft.	8.23 - 4.96
Compost filter berm system, cost per linear foot	5.60 - 2.33

ALL THAT CERTAIN piece of land, together with all improvements thereon, situated in the City of Bridgeport, County of Fairfield and State of Connecticut, and bounded and described as follows:

NORTHERLY

By Crescent Avenue, 225 feet, more or less;

EASTERLY

By land formerly of Crescent Realty Corporation but now or formerly of the Cornwall & Patterson Company, 81 feet, more or less;

SOUTHWESTERLY

By land formerly of Crescent Realty Corporation but now or formerly of the Cornwall & Patterson Company, 141 feet, more or less;

SOUTHWESTERLY

By William Street, 7 feet, more or less;

NORTHWESTERLY

By land formerly of John Rouso but now or formerly of Samuel and Mary Moore, 36 feet, more or less;

SOUTHWESTERLY

By land formerly of John Rouso but now or formerly of Samuel and Mary Moore, 81 feet, more or less;

WESTERLY

By Seaview Avenue, 429 feet, more or less.

The name Rouso is spelled Russo in Volume 1363 at Page 35, in

Said premises are also known as 1564 Seaview Avenue, Bridgeport, Connecticut.

The same premises conveyed from the Trustees of the Trustee's Quit-Claim Deed dated April 20, 1982 and recorded April 28, 1982 in Volume 1363 at Page 1066 in the Bridgeport Land Records.

ALL of said premises abutting a Trustee's Quit-Claim Deed of the Superior Court of New Jersey dated



April 28, 2015

Prime Resources Corporation
1100 Boston Avenue
Bridgeport, Connecticut 06610

Attn: Michael Bruder

RE: Pre-demolition Hazardous Building Materials Survey
Location: 1564 Seaview Ave. Bridgeport, CT

Dear Mr. Bruder:

At your request, Loureiro Engineering Associates, Inc. (Loureiro) conducted a comprehensive pre-demolition hazardous building material survey consisting of a survey and bulk sampling of suspect asbestos-containing materials (ACM's) from the structure located at 1564 Seaview Avenue, Bridgeport, Connecticut. The purpose of the bulk sampling and analytical survey was to sample materials for asbestos along with lead paint and polychlorinated biphenyls (PCBs) as may be required prior to the demolition of the surveyed structure.

Asbestos-containing building materials were identified, as detailed in the following report. Most painted surfaces contained measureable levels of lead in the paint and several of the building materials were found to contain levels of PCBs above the applicable criteria. In addition, Loureiro inventoried miscellaneous regulated materials including mercury switches, fluorescent bulbs/tubes, Freon devices and PCB Ballasts.

If you have any questions as you review the report, please contact me at 860-410-2945.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

Jamie Roche
Director, Environmental Services

- Enclosures
- Appendix A: ACM Laboratory Results
 - Appendix B: Lead Based Paint Laboratory Results
 - Appendix C: PCB Laboratory Results
 - Appendix D: Site Drawing
 - Appendix E: Licenses and Accreditations
 - Appendix F: PCB Sample Location Drawing

Loureiro Engineering Associates, Inc.

130 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8823 • www.Loureiro.com

An Employee-Owned Company



1.0 INTRODUCTION

1.1 Purpose

Loureiro was retained by the Prime Resources Corporation of Bridgeport, Connecticut to conduct a pre-demolition hazardous building materials investigative survey of suspect materials associated with the proposed demolition of the site structure. The purpose of the survey was to sample suspect building materials for asbestos along with lead paint and PCBs as may be regulated prior to the demolition of the surveyed structure. In addition, Loureiro inventoried miscellaneous regulated materials including mercury switches, tubes, Freon devices and PCB Ballasts.

1.2 Special Terms and Conditions

All accessible suspect materials were sampled by limited destructive sampling methods. Loureiro developed a sample scheme based on what was believed to be different construction dates from visual observation. Loureiro labelled these areas R1 through R11, 1990 area, president's office and executive offices. The building drawing in Appendix D outlines the buildings as referenced. The sample results tables are also tied to the referenced building identifications. Please refer to the summary tables for sample descriptions and analytical results.

2.0 ASBESTOS INVESTIGATIVE SURVEY

2.1 General Summary

The asbestos survey was conducted in conformance with the EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) in Title 40 of the Code of Federal Regulations (CFR) Part 61. The following asbestos survey section presents the survey results, methods, and conclusions based on survey findings. Detailed information relative to ACM descriptions and locations are presented in the appendices to this report.

Appendix A includes the laboratory analytical data and further illustrates each type of suspect asbestos-containing material identified, their location(s), and whether the materials are classified as ACM or not ACM based upon the analytical results. All samples were submitted to EMSL Analytical, Inc. EMSL is a Connecticut Licensed Laboratory.

2.2 Limitations and Exceptions of Survey

There were two areas not investigated due to an unknown oily sludge on the floor. The first area was the tank room on the west side of the 1990 building. Loureiro was able to approximate the quantity of tank insulation in the room as approximately 3600 square feet (SF). The second area was directly north of the executive area. There was no floor, wall or ceiling inspection in this area.



2.3 Methodology

As required by the United States (U.S.) Occupational Safety & Health Administration (OSHA), the US Environmental Protection Agency (EPA), and the State of Connecticut Department of Public Health (DPH), sampling was performed by an accredited EPA Asbestos Hazard Emergency Response Act (AHERA)- and DPH- licensed asbestos inspector (see Attachment E). Sampling was done in a manner to prevent airborne fiber release and in accordance with the protocols specified in 40 CFR Part 763. Samples were placed in appropriately labeled containers that were sealed and submitted to the laboratory for analysis. The samples were submitted for petrographic analysis using the EPA-endorsed Polarized Light Microscopy with Dispersion Staining (PLM/DS) method (600/R-93/116).

The percentage of asbestos present in each sample was determined by the visual area estimation technique. Initially, one sample of each homogeneous material was submitted to the laboratory for analysis. If this first sample result was found to contain asbestos, the remaining samples were not submitted. If this first sample result was negative, then the remaining samples were submitted for analysis. In this manner, LEA sampling and analysis minimized the analytical costs without compromising the integrity of the survey findings.

2.4 Results of Sampling and Analysis for Asbestos

Loureiro collected and submitted 907 samples of suspect materials. The laboratory analyzed 717 samples; Tables 1 through 26 presents a summary of the results of the sampling. Please refer to Attachment A. (Asbestos Bulk Sample Data Forms) for laboratory analysis results.

**Table 1 – Asbestos Analytical Results
 Interior Area R1/R2 Section**

Sample Number	Material Description	Location(s)	Estimated Quantity	Analytical Result
1a,b,c	Sheetrock	R1/R2 Area		Non-Detect
2a,b,c	Sheetrock Joint Compound	R1/R2 Area		Non-Detect
3a,b,c	Sheetrock Tape	R1/R2 Area		Non-Detect
4a,b,c	4" Brown Cove Base	R1/R2 Area		Non-Detect
5a,b,c	Tan Mastic for 4" Brown Cove Base	R1/R2 Area		Non-Detect
6a,b,c	2'x4' Suspended Ceiling Tile(SCT) Fissures and Holes	R1/R2 Area		Non-Detect



**Table 2 – Asbestos Analytical Results
 Exterior R1 Roof Section**

Sample Number	Material Description	Location(s)	Estimated Quantity	Analytical Result
1a,2a,3a	Top Black Ply Layer	Roof		Non-Detect
1b,2b,3b	2nd Ply Layer	Roof	1700 SF	5% Chrysotile
1c,2c,3c	3 rd Ply Layer	Roof		Non-Detect
1d,2d,3d	Paper Layer	Roof		Non-Detect
1e,2e,3e	Bottom Ply Layer on Wood	Roof		Non-Detect
4a,5a,6a	Perimeter Flashing Bottom Layer	Roof	170 LF	10% Chrysotile
4b,5b,6b	Perimeter Flashing Top Layer	Roof		Non-Detect
7a,b,c	Parapet Capstone Tar	Roof	40 LF	7% Chrysotile
8a,b,c	Grey Perimeter Flashing Sealant	Roof	170 LF	4% Chrysotile

**Table 3 – Asbestos Analytical Results
 Exterior R2 Roof Section**

Sample Number	Material Description	Location(s)	Estimated Quantity	Analytical Result
1a,2a,3a	Top Black Ply Layer	Roof		Non-Detect
1b,2b,3b	2nd Ply Layer	Roof	700 SF	12% Chrysotile
1c,2c,3c	Brown Particle Board Layer	Roof		Non-Detect
1d,2d,3d	Bottom Ply Layer on Wood	Roof		Non-Detect
1e,2e,3e	Soft Concrete Deck	Roof		Non-Detect
4a,b,c	Black Penetration Flashing	Roof	9 SF	8% Chrysotile
5a,b,c	Perimeter Flashing	Roof	110 LF	7% Chrysotile



**Table 4 – Asbestos Analytical Results
 Exterior R3 Roof Section**

Sample Number	Material Description	Location(s)	Estimated Quantity	Analytical Result
1a,2a,3a	Top Layer Rolled Silver Asphalt Layer	Roof		Non-Detect
1b,2b,3b	Black Craft Paper Layer	Roof		Non-Detect
1c,2c,3c	Yellow Foam Layer	Roof		Non-Detect
1d,2d,3d	Residual Brown Board Layer	Roof		Non-Detect
1e,2e,3e	Residual Black Tar Layer Bottom	Roof		Non-Detect
4a,b,c	Perimeter Flashing	Roof		Non-Detect
5a,b,c	Penetration Flashing	Roof		Non-Detect
6a,b,c	Orange Asphalt Shingle Above Door	Roof		Non-Detect

**Table 5 – Asbestos Analytical Results
 Interior R3 Section**

Sample Number	Material Description	Location(s)	Estimated Quantity	Analytical Result
NA	No Suspect Material To Sample	Interior of R3		

**Table 6 – Asbestos Analytical Results
 Exterior R4 Roof Section**

Sample Number	Material Description	Location(s)	Estimated Quantity	Analytical Result
1a,2a,3a	Top Ply Layer	Roof		Non-Detect
1b,2b,3b	Black Craft Paper Layer	Roof		Non-Detect
1c,2c,3c	Yellow Foam Layer	Roof		Non-Detect
1d,2d,3d	2 nd Ply Layer	Roof		Non-Detect
1e,2e,3e	3 rd Ply Layer	Roof		Non-Detect
1f,2f,3f	Brown Particle Board Layer	Roof		Non-Detect
1g,2g,3g	Black Vapor Barrier Bottom Layer	Roof		Non-Detect
4a,b,c 5a,b,c 6a,b,c	Perimeter Flashing	Roof	450 LF	4% Chrysotile

QUALIFICATIONS

George M. Shawah, Jr.

Experience

President and owner of Baldwin Pearson & Co., Inc.

I have been employed by the Baldwin Pearson Company since 1982 as a Real Estate Appraiser and Commercial/Industrial Broker.

In May of 2002, I earned my M.A.I. designation from the Appraisal Institute.

For the past thirty five (35) years, I have completed appraisal assignments for industrial, commercial and residential properties for various purposes such as tax appeal, condemnation, financing, foreclosure, and sale.

I have also testified in courts throughout the state on numerous occasions during that period.

Education

B.A. Degree, Muhlenberg College, 1982

Numerous courses sponsored by the Appraisal Institute

Memberships

- Member of the Appraisal Institute (MAI Certificate #11965)
- State of Connecticut Licensed Real Estate Broker #REB.751679
- State of Connecticut Certified General Real Estate Appraiser #RCG.557
- Greater Bridgeport Board of Realtors
- Eastern Fairfield County C.I.D. (President 1989-1991)
- Rotary International-Membership Chairman 2001-2002; Program Chairman 2002-2003; President Elect 2003-2004
- Bridgeport Rotary Club President 2004-2005
- Baldwin Pearson & Company, Inc. was established in 1953
- President of the Connecticut Chapter of the Appraisal Institute 2011

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct.

The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal unbiased professional analysis, opinions and conclusions.

I have no present or prospective interest in the property that is subject of this report, and no personal interest with respect to the parties involved.

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 analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to the person signing this report.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.


The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I George M. Shawah, Jr., MAI have completed the continuing education program of the Appraisal Institute.

Your appraiser certifies that he does not have any current or prospective interest in the subject property or with the parties involved.

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 (3) year period immediately preceding acceptance of this assignment.


George M. Shawah, Jr., MAI
President
License #RCG-0000557
Expiration Date: April 30, 2022

Item# *92-20 Consent Calendar

Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Reads Artspace Affordable Housing Development.



Report
of
Joint Committee
On

PEU and Environment & Contracts

City Council Meeting Date: October 18, 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 NOV -3 PM 2:14
ATTENT CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *92-20 Consent Calendar

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**"); and

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**"); and

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**"); and

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

WHEREAS, the Ground Leases encumber and relegate to parking (for another sixty-seven years) what would otherwise be a desirable 1/2 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; and

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**"); and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *92-20 Consent Calendar

-2-

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; and

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; and

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; and

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; and

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; and

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); and

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; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *92-20 Consent Calendar

-3-

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; and

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.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *92-20 Consent Calendar

-4-

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

Jeanette Herron, D-133rd, Co-Chair

Matthew McCarthy, D-130th, Co-Chair

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

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

Jorge Cruz, Sr., D-131st

Avelino D. Silva, D-136th

Eneida L. Martinez, D-139th

Samia Suliman, D-138th

Ernest Newton, D-139th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: October 18, 2021





Artspace
(Ramp)

Artspace
(Reads)

BEDCO
City Agent

1012

Canon St

Broad St

John St

Affordable Housing Tax Incentive

06.30.2021

<u>ArtSpace</u>	<u>Incentive</u>	<u>Normal</u>	<u>Difference</u>
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
TOTAL	1,928,707	1,969,738	(41,031)

<u>Assumptions</u>	<u>(Incentive)</u>
Ann. Esc.	1.03
\$/unit	1700
# units	61
<u>Assumptions</u>	<u>(Normal Tax)</u>
2020 Assmnt	3,022,230
FY 22 Mill	43.45
Normal Tax	131,316
Per Unit	2,153

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

**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, 2nd 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, 2nd 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)

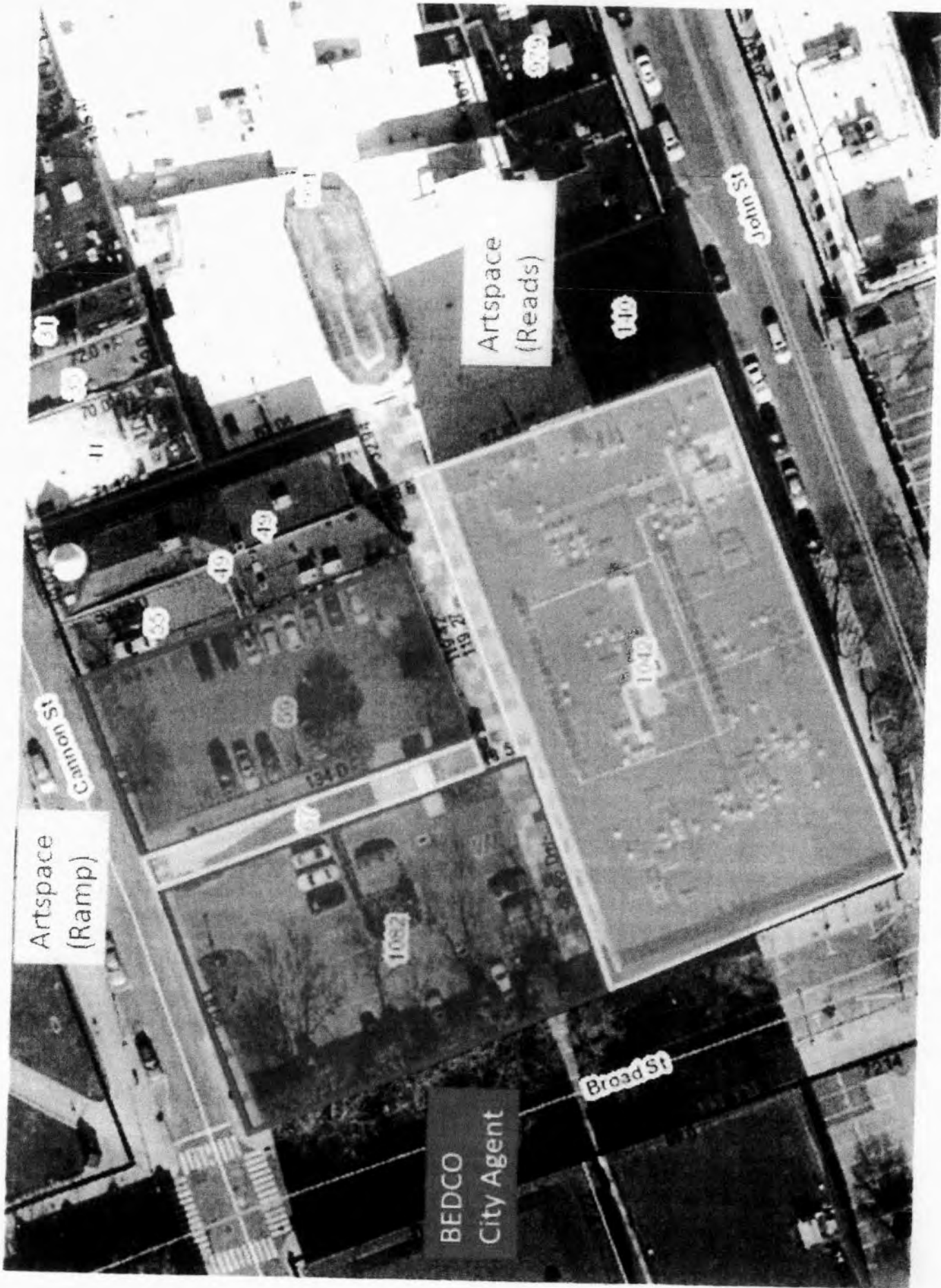
Personally appeared _____, the _____ of Artspace, the _____, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of such limited liability company, before me.

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

Broad St

Cannon St

Cannon St

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.

Item # *125-20 Consent Calendar

Resolution Authorizing a License to Bridgeport Music Festivals, LLC to conduct a Music Festival in a Portion of Seaside Park for a Term of Years.



Report
of
Joint Committee
On

CEA and Environment & Contracts

City Council Meeting Date: October 18, 2021

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *125-20 Consent Calendar

RESOLUTION SEEKING APPROVAL OF A LICENSE ON CITY SEASIDE PARK PROPERTY TO STAGE MUSIC FESTIVAL EVENTS

WHEREAS, the City has determined that, in order to revive the presentation of musical events at Seaside Park in the City of Bridgeport for the benefit and enjoyment of all of its citizens and the general public, it is necessary to provide for the competent promotion, financing and operation of such events; and

WHEREAS, the City has determined that it is in its best interests to grant a license to an experienced private festival promoter for such musical events in a portion of Seaside Park (the "Event Area"); and

WHEREAS, the Board of Parks Commissioners approved on August 10, 2021 (the "Parks Approval") a proposal from a team of event promoters including Seaside Park Festivals, an affiliate of Harbor Yard Amphitheater, LLC, Founders Entertainment, and Live Nation, together to be known as Bridgeport Music Festivals, LLC (the "Licensee"), for the use of a portion of Seaside Park for the promotion of music events (each, an "Event") to be known generally as the "Sound-on-the-Sound Festival" (the "Festival") based upon the Licensee's knowledge, experience and proven ability to present quality events through the operation of the Hartford Healthcare Amphitheater in Bridgeport, CT, Live Nation Connecticut's presentation of musical events around the world, and Founders Entertainment's presentation of the Governor's Ball on Randall's Island in New York City, on the terms and conditions of the license granted for each such Event, which Parks Approval is incorporated by reference as if fully set forth herein with full legal force and effect; and

WHEREAS, the Parks Approval included the Licensee's promotion and staging of an Event on Saturday, September 17, 2022 through Sunday, September 18, 2022 and a possible Event on Saturday September 24, 2022 through Sunday September 25, 2022 including early entry for setup and additional time for breakdown following each event (together, the "2022 Events"); and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *125-20 Consent Calendar

-2-

WHEREAS, the Parks Approval also included approval of the Licensee's exclusive promotion and staging of future Events having estimated attendees in excess of 9,000 as part of the Festival for two (2) weekends in the month of September annually for the next ten (10) years (the "Initial Term") with the Licensee having an option of electing two (2) five-year renewal periods (each a "Renewal Term")(the Initial Term and the Renewal Terms shall collectively be known as the "Term"); and

WHEREAS, the Licensee's plan for staging each Event is generally described on Exhibit A of the proposed license agreement (the "License Agreement") attached to and incorporated by reference, shall include the development of detailed plans for traffic and parking, communications, transportation of attendees, crowd control, food and vending including the incorporation of local vendors and any operating parks concessionaire, and a safety plan which shall be set forth on Exhibit B of the License Agreement following meetings with City agencies and authorities such as the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport EOC, the Bridgeport Health Department, and the like (the "Plan") and such Plan may be modified by mutual agreement of the parties in the future based upon experience in order to revise or enhance the Festival; and

WHEREAS the proposed License Agreement provides the terms and conditions for the use of the Event Area including the consideration to be received by the City both in the form of monetary compensation, an annual charitable contribution to the Parks and Recreation Department in years when the Festival is held, posting of a performance bond and the like; and

WHEREAS, the parties believe that the License Agreement for the Festival will be financially beneficial to the City, will enhance the use of Seaside Park, and is in the best interests of the citizens of the City of Bridgeport.

NOW, THEREFORE, BE IT RESOLVED, that the license to use the Event Area in Seaside Park for the Term pursuant to the terms and conditions of the License Agreement is hereby approved; and

FURTHER RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development are each hereby authorized to enter into the License Agreement in substantially the form attached hereto, and 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.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *125-20 Consent Calendar

-3-

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

Jeanette Herron, D-133rd, Co-Chair

Matthew McCarthy, D-130th, Co-Chair

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

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

Jorge Cruz, Sr., D-131st

Avelino D. Silva, D-136th

Eneida L. Martinez, D-139th

Samia Suliman, D-138th

Ernest Newton, D-139th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: October 18, 2021

SOUND-ON-THE- SOUND MUSIC FESTIVAL LICENSE

AGREEMENT dated this _____ day of _____, 2021, between **THE CITY OF BRIDGEPORT**, having an office located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter, the "**City**" or the "**Licensors**") and **BRIDGEPORT MUSIC FESTIVALS, LLC**, a Connecticut limited liability company, having its principal place of business at 500 Broad Street, Bridgeport, Connecticut 06604 (the "**Licensee**"), acting by Howard S. Saffan, its duly-authorized member.

WHEREAS, the City has determined that, in order to revive the presentation of musical events at Seaside Park in the City of Bridgeport for the benefit and enjoyment of all of its citizens and the general public, it is necessary to provide for the competent promotion, financing and operation of such events;

WHEREAS, the City has determined that it is in its best interests to grant a license to a private party for the promotion of such musical events in Seaside Park for the benefit, convenience and enjoyment of all of its citizens and the general public;

WHEREAS, the City, through the Board of Parks Commissioners, has approved on August 10, 2021 the Licensee's promotion of certain musical events (each, an "**Event**") to be known generally as the "Sound-on-the-Sound Festival" (the "**Festival**") based upon the Licensee's ability to present quality events through its operation of the Hartford Healthcare Amphitheater in Bridgeport, CT and its relationship with Live Nation Connecticut and Founders Entertainment, the promoters of the Governor's Ball in New York City, and agrees to abide by all of the terms and conditions of the license granted for each such Event (the "**Parks Approval**"), which Parks Approval is incorporated by reference as if fully set forth herein with full legal force and effect.

WHEREAS, the Board of Parks Commissioners has approved the Licensee's promotion and staging of an Event on Saturday, September 24, 2022 through Sunday, September 25, 2022 and a possible Event on Saturday September 17, 2022 through Sunday September 18, 2022 (together, the "**2022 Events**");

WHEREAS, the Board of Parks Commissioners has also approved the Licensee's promotion and staging of future Events as part of the Festival for two (2) weekends in the month of September annually for the next ten (10) years (the "**Initial Term**") with the option of electing two (2) five-year renewal periods (each a "**Renewal Term**" and together the "**Renewal Terms**");

WHEREAS, the Licensee's plan for staging each Event is generally described on **Exhibit A** attached hereto and incorporated by reference and such plan may be modified by mutual agreement of the parties in the future based upon experience in order to revise or enhance the Festival; and

WHEREAS, the City desires to permit the Licensee to present the Festival described herein during the Initial Term and the Renewal Terms and the Licensee agrees to promote and present such Festival on the terms and conditions set forth herein.

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CITY CLERK

NOW, THEREFORE, in consideration of the privileges hereinafter granted by the City and subject to final approval of this Agreement by the City Council, the parties mutually agree as follows:

All of the above recitals are incorporated into the body of this Agreement as if fully set forth in and with full legal effect.

Definitions:

"Affiliate" means a parent or subsidiary wholly owned by the Licensee that is disclosed to the City, agrees to abide by the terms and conditions of this License, and receives the prior written Consent of the City.

"Approval" means the same as Consent described below.

"City" means the City of Bridgeport, its City Council, the heads of its departments and agencies having jurisdiction over one or more aspects of this Agreement, the staging of the Festival and the Events described herein and the performance of the terms and conditions of this Agreement, including but not limited to the Board of Parks Commissioners and its properly-authorized agents, to the extent that they act in a manner consistent with the duties entrusted to them pursuant to state law, City of Bridgeport charter and ordinances.

"Consent" means that, whenever in this Agreement the Licensee is required by federal, state or local law, rule, regulation or ordinance to obtain or receive permission for, or whenever the State of Connecticut or the City has the right to approve any aspect of the events, including but not limited to, approval of food items, merchandise, rental equipment, accounting methods and procedures, insurance coverage, bonds, budgets, programs, or other aspects of the Licensee's activities, the use of Seaside Park or other City property, accountings and reports of its business activities and the like, the Licensee is required to seek the prior written approval of the appropriate party. The Licensee will seek any Consent required from the City from either (a) Thomas F. Gill, Director of the Office of Planning and Economic Development, or his designee in his absence (the **"City Representative"**), in consultation with the Director~~Superintendent~~ of Parks and Recreation as to each Event and Seaside Park operational matters, (b) Ronald J. Pacacha, Esq., Of Counsel to the City of Bridgeport, or the City Attorney or the Deputy City Attorney in his absence, as to legal matters, (c) the Mayor's press aide as to public relations and marketing matters, and (d) the Mayor or the Chief of Staff in his absence, on general matters as well as the approval of changes to the terms and conditions of this Agreement after its acceptance by the City Council. The City will promptly review any request for Consent and may withhold or delay its granting of Consent to all or any portion of the Licensee's request in the exercise of its prudent business judgment, reasonably exercised, or for reasons of public health, safety, or the welfare of the general public.

"Event" means the 2022 Events and all future Festival Events described herein to be presented during the Initial Term and any Renewal Term of this Agreement and the manner of presenting and staging every aspect of the Events as contained in the Plan Approved in advance by the City, including amendments to such Plan Approved by the granting of Consent and shall include the entry to the Park for set-up, the presentation of the Event, through the breakdown of the Event.

"Event Area" means the Approved area where the Events and related activities will take place within Seaside Park, including but not limited to, the bandshell, and other areas more specifically set forth in the Plan.

"Licensee" means Bridgeport Music Festivals, LLC, its officers, members, directors, owners, employees and agents of which Founders Entertainment, Live Nation and Seaside Park Festivals, an affiliate of Harbor Yard Amphitheater, LLC maintain an ownership interest, or an affiliate of the Licensee Approved by the City. Any change in the form of Licensee's ownership, changes in the individual members owning ten (10%) percent or more of its capital stock or membership interests, or the assignment of the Licensee's rights, interests or responsibilities in this Agreement not specifically permitted herein, shall be subject to prior written Consent of the City which may not be unreasonably withheld in the exercise of its prudent business judgment so long as such assignee demonstrates that it has expertise in concert or festival promotion and accepts and assumes the Licensee's obligations in writing Approved by the City.

"Parking Areas" shall mean those areas described in the Plan that are within Seaside Park where the City has permitted or may permit, weather permitting, the parking of automobiles, together with such other areas outside the boundaries of Seaside Park as the Licensee can arrange by private agreement in order to provide adequate parking for each Event as further Approved by the Police Department when the matter is within the jurisdiction of the Police Department, and by the Director of the Office of Planning and Economic Development in consultation with the Director of Parks and Recreation Superintendent, such parking plan to be set forth in **Exhibit B**.

"Plan" means the detailed business plan for the presentation of the Festival and generally for each Event to be developed in concert with the agencies having jurisdiction as more particularly described herein as Exhibit B and includes, but is not limited to, a Traffic and Parking Plan, a Communication Plan, a Transportation Plan, a Crowd Control Plan, a Food and Vending Plan, a Safety Plan, and the like, one or more of which may be combined for clarity and efficiency and includes any material amendments thereto as to which City Consent has been granted, unless the matter falls within the jurisdiction of another agency or authority having jurisdiction of a particular aspect of an Event. Minor changes to the Plan only require disclosure to and approval of the City Representative. Copies of the approved Plan for the Festival are not attached hereto but are being retained by the Office of the City Attorney because they contain confidential business information protected from disclosure under the Connecticut Freedom of Information Act ("**Confidential Information**"). Such Plan (absent any Confidential Information) has been shall be freely disclosed to and shared with the Board of Parks Commissioners, the City Council, the City Representative, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, and other agencies and authorities having jurisdiction.

"Seaside Park" or the "Park" means the park boundaries and areas defined as Seaside Park in the Master Plan of the City, and the City of Bridgeport Zoning Map (1996 revision), which plan and map are incorporated by reference as if set forth herein.

1. License to Promote and Stage Festival Events. The City hereby grants to the Licensee a personal, exclusive license to stage concerts and festivals having more than 9,000 attendees ("**Exclusivity**") (a) to promote and stage the Festival and each Event in the Park during the Initial Term and each Renewal Term (defined below), (b) to serve food, beer, wine, liquor and cannabis, but only if legalized in the State of Connecticut and sold in accordance with State of Connecticut law, as described in the Plan for each of the Events, and (c) to enter the Park to set-up and present an Event, and break-down after such Event as set forth herein initially for the 2022 Events in the Plan; provided, however, that the Licensee shall make reasonable efforts to incorporate any City concession licensee in Seaside Park holding a concession right at least ninety (90) days prior to an Event into its food concession operations for each Event, on terms and conditions offered by the Licensee (collectively, the "**License**"). In the event that the Licensee fails to perform its material obligations hereunder, which failure results in a default in its obligations, and such default continues beyond any applicable grace or cure period provided herein, the City reserves the right to terminate this License in its sole and absolute discretion.

2. Local Vendor Participation; Restrictions on Vending By Others During Events; Event Schedule; Outreach to Local Community Groups.

(a) The Licensee agrees to use best efforts to reach out to local vendors, restaurants, breweries and the like to incorporate them into the Licensee's food and beverage program.

(b) The Licensee understands that existing ordinances permit other vendors to obtain permits to vend merchandise in the City. The City reserves the right to continue to grant such permits to vendors, but agrees to refrain from issuing vending permits to others during Events that take place during the Initial Term or any Renewal Term of this Agreement within the Park except as provided herein. City ordinances regulate vending near any entrance to Seaside Park.

(c) In order for proper scheduling of the 2022 Events and other activities in the Park to occur, the Licensee requires the following inclusive dates to allow for set-up, lock-down of the fenced performance area, turnover of control to Park roads and parking areas, staging of the Events, break-down and clean-up, and final Park restoration, which inclusive dates will be adjusted for future Events according to the then-current calendar:

2022 Events

Event 1 Saturday, September 17 11:00 a.m. to 12:00 midnight and Sunday, September 18 11:00 a.m. through 11:00 p.m.

Entry for set-up: Monday, September 12, 7:00 a.m.

Breakdown: Monday, September 19 8:00 a.m. through Friday, September 23 8:00 a.m.

Event 2 Saturday, September 24 11:00 a.m. to 12:00 midnight and Sunday, September 25 11:00 a.m. to 11:00 p.m.

Entry for set-up: Monday, September 19 8:00 a.m.

Breakdown: Monday, September 26 8:00 a.m. through Friday, September 30 8:00 a.m.

These dates and times may change based upon the calendar in the then-current year.

The entire Park except for the Event Area will remain open and accessible to Bridgeport residents during the Event and the Event Area will reopen to residents at the end of the Event.

In the event that the Licensee desires to change these dates due to weather conditions or for other reasons constituting Force Majeure as described herein, the Licensee must request such changes in writing, which may include email communication, in order to obtain City Consent. The City may grant such changes in dates, in its sole and absolute discretion, so long as such changes do not unreasonably interfere with events booked by the City or other organizations on such other dates, provided, however, that such requested date changes will not create hardship, inconvenience or additional expense to the City not covered by the Licensee, or pose a threat or danger to the public health, safety and welfare of the general public. Should the request for such changes need to be made, the City recognizes that **TIME IS OF THE ESSENCE** and shall endeavor to grant or deny its Consent within 24 hours of receipt of such written request in the exercise of its prudent business judgment, reasonably exercised.

(d) The duration of the presentation of an Event on the days of actual musical performances shall be as follows:

Saturday, 11:00 a.m. through 12:00 midnight; and
Sunday, 11:00 a.m. through 11:00 p.m.

(e) The dates specified in this Section 2 shall only apply to the 2022 Events. The Event schedule for future years of the Initial Term and any Renewal Term shall follow the same general timeline, but shall be determined with particularity in future years based upon the then-current calendar and subject to approval of the City Representative.

(f) The Licensee agrees to contact City Council members and community groups especially in the South End to cooperate in creating or supporting volunteer efforts to further the causes that are identified as important to the community in connection with the presentation of each Event during the Initial Term and each Renewal Term.

3. Licensee to Assume All Risks Related to the Events; Obligation to Restore. The Licensee, by acceptance of this License, accepts and assumes all responsibility and all risks of operation directly or indirectly related to Licensee's production of the Event and to its obligations under this Agreement, and agrees to provide, at its sole cost and expense, all necessary supervision, labor, appliances and equipment necessary for the same and efficient conduct of its activities on City property or activities conducted on private property related to the Event; provided, however, that the Licensor shall be responsible for accepting and discharging gray and black water in City sewer per code, and shall be responsible for providing potable water to Event participants and vendors for purposes of human consumption and sanitation. Notwithstanding anything to the contrary, Licensee is not responsible for any risks or damages to the extent caused by the Licensor or its employees, representatives agents or contractors. Except as may be expressly set forth herein, the Licensee shall remove all equipment, appliances, personal property, and miscellaneous items of every kind and nature from the Event Areas and Parking Areas immediately at the conclusion of the Event and shall complete the same prior to the expiration or other termination of this License and, with the exception of what constitutes normal wear and tear during fair weather conditions as determined by the Parks Supervisor, shall immediately repair any damage and restore the Event Areas and the Parking Areas no later than fifteen (15) days following the Event to the condition of such areas existing on the date prior to the Licensee's entry upon the grounds of the Park for the Event. Any of such materials which shall remain in the Park in violation of the above requirement shall be deemed abandoned and may be removed by the City at the Licensee's sole cost and expense and without any liability to the City for any loss or damage to such property. Any such costs and expenses shall be deducted from the Performance Bond (described below) that the Licensee provides to the Licensor in connection with each Event.

4. Term of License; Annual Submission of Plan.

(a) This License as it pertains to the Festival shall be for an initial period of ten (10) years (the "**Initial Term**") with the Licensee having the option to renew for two (2) additional, separate five (5) year terms (each a "**Renewal Term**") (the Initial Term and any Renewal Term being collectively referred to herein as the "**Term**"), each such respective Renewal Term to be exercised by the Licensee upon written notice to the City received no later than one hundred eighty (180) days prior to the expiration of the then-current Term.

(b) The Licensee shall submit its Plan for a particular year's Events to the City Representative no later than January 30 and if such Plan differs materially from Exhibit B attached hereto, shall be submitted to the Board of Parks Commissioners for review and Approval.

5. License Fee; Timely Payment; Late Charges and Interest; Reimbursement For Cost of City Employees; Contribution to Benefit Bridgeport Parks; Discounted Tickets For City Residents; Right to Audit.

(a) For each year in which the Event is actually held, the fee payable for this License hereunder shall consist of five (5.0%) percent of the gross ticketing revenues received by the Licensee for each Event per year during the Term with a minimum guarantee of One Hundred Thousand \$100,000.00 Dollars per year (the "**Guaranty Amount**") (the "**License Fee**"), one-fifth (20%) of such License Fee being submitted to the Department of Parks and Recreation, together with all direct costs incurred by the City at the request of the Licensee in connection with a particular Event for the involvement of employees of the City and the Department of Parks and Recreation required or desired with the respect to the operation or observation of the Event, including but not limited Park Department police or regular City Police, etc. (collectively, the "**Event Expenses**"). The License Fee shall be paid promptly on or before July 1 in each year during the Term at the Department of Parks and Recreation, City of Bridgeport, 7 Trumbull Road, Trumbull, Connecticut 06611. All Event Expenses and the License Fee shall be paid at the same address within thirty (30) days after receipt of the City's invoice. The Parks Supervisor will make a determination immediately before an Event, based upon weather conditions and ground conditions whether, and to what extent, any Parking Areas shall be made available to the Licensee, which determination shall be made using his/her sole and absolute discretion. The Plan shall include alternative Parking Areas in the event one or more Parking Areas in the Park are unavailable as a result of the determination by the Parks Supervisor. The License Fee and any other charges that may become due from the Licensee hereunder shall be paid no later than the date on which they are due pursuant to this Agreement, **TIME BEING OF THE ESSENCE**. All monetary obligations and other charges that remain unpaid for more than fifteen (15) days after they are due shall accrue interest at the rate of one and one-half percent (1.50 %) per month on the unpaid amount until fully paid. At the City's sole and absolute discretion, any monetary obligations may be charged against the Performance Bond, but in no event does the Licensee have discretion to pay amounts otherwise due the City hereunder by directing the City to deduct such amounts from the Performance Bond, the Performance Bond being in the nature of security to ensure the Licensee's performance of its obligations hereunder.

(b) The Licensee voluntarily agrees to make a Fifty thousand (\$50,000.00) charitable donation annually during the Term, provided that the Festival is held in such year, to ~~the Parks Board~~ Benefit Bridgeport Parks to demonstrate its good faith and appreciation for the right to stage the Festival.

(c) The Licensee agrees to sell ~~up to 1,000 a limited number of~~ discount Event tickets ~~by lottery to the City of~~ Bridgeport for use by non-profit organizations and Bridgeport residents having valid photo identification when purchased ninety (90) days in advance of an Event, the proceeds from which sales shall not be included in gross ticketing revenues for purposes of calculating the License Fee.

(d) The City shall have the right to audit the Licensee's calculation of gross ticketing receipts for each Event at the City's sole cost an expense. If the City's audit finds that the gross receipts have been underreported by more than five (5.0%) percent, the City shall have the right to receive the difference in the License Fee paid versus the correct amount due and the right to be reimbursed for its audit costs, including reasonable attorneys' fees.

6. Performance Bond. Licensee shall provide the following performance bond:

(a) Licensee's Performance of Agreement The Licensee shall guaranty the performance of its obligations under this Agreement by providing a \$100,000.00 performance bond no later than July 1 of each year during the Initial Term or any Renewal Term, which bond shall be held by and under the City's sole and exclusive control until such time as the City is satisfied that all of the Licensee's obligations hereunder have been performed or may accept other cash equivalent reasonably acceptable to the City (the "**Performance Bond**"). The Licensee and the City agree that the City in its sole discretion has the right to offset any monetary obligation or other charge due from the Licensee as a result of the Licensee's obligations under this Agreement from the

amount of such Performance Bond upon written notice to the Licensee with the right to pay such monetary obligation within ten (10) days of receipt of such notice and the Licensee's failure to make such payment within such 10-day period. The Licensee has no right to instruct the City to deduct from the Performance Bond any amounts owed by the Licensee. Upon the City's satisfaction that the Licensee has met all of the terms and conditions of this Agreement related to an Event, the balance of such Performance Bond shall be promptly discharged or the balance of any other cash equivalent shall be returned to the Licensee within thirty (30) days after the City's determination of the Licensee's compliance with the terms and conditions of the Agreement.

7. Indemnification. The Licensee hereby indemnifies, will hold harmless and defend the City from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the City to the extent alleging negligence or other misconduct on the part of the Licensee in connection with the Licensee's activities under this Agreement or in any other way related to or arising out of the Licensee's actions or negligent omission in the promotion and staging of the Festival. The Licensor hereby indemnifies, will hold harmless and defend the Licensee from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the Licensee to the extent alleging negligence or other misconduct on the part of the City or its employees, representatives, agents, or contractors in connection with this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

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8. Prohibition Against Security Interests, Liens, Encumbrances. The Licensee shall not give, grant, or allow the placement of a security interest or lien upon its equipment, income, accounts receivable or contracts, except for purchase money security interests for equipment used to operate or support the staging of Events, nor shall the Licensee allow any lien, charge, judgment or encumbrance to be placed upon City real property for any reason, including but not limited to, mechanic's and materialmen's liens. In the event that any lien is threatened or placed against the City's property, the Licensee shall take steps to immediately remove such lien by payment or other satisfaction of such lien or by substitution of a bond or other surety for the benefit of the City to ensure removal of such lien within thirty (30) days of the filing thereof against City property. With respect to all of Licensee's vendors, mechanics and materialmen involved in the presentation of the Event and related activities in the Park, the Licensee shall pay all vendors, mechanics and materialmen the amounts they are lawfully owed promptly and shall ensure such payment to the satisfaction of the City and give evidence that all such parties have been paid and have waived their respective lien rights.

9. Agreement Not a Joint Venture. Notwithstanding anything contained in this Agreement to the contrary, (a) the Licensee has no legal right to occupy or possess the Park or the Event Area as a tenant or in any other capacity but has rights strictly limited to that of a non-exclusive licensee of the City's property and (b) the arrangement represented by this Agreement shall not constitute a joint venture or make the City responsible for any of the liabilities, costs or expenses of the Events except for those obligations or expenses for which the City has specifically accepted responsibility for herein. The Licensee shall not indicate, imply or infer in any of its publications or advertisement of the Events that the City is a partner, producer, joint venturer, or sponsor of the Event, and the Licensee shall indemnify, hold harmless and defend the City, pursuant to Paragraph 7 hereof, from and against any loss or claim that may result from the Licensee's improper reference to the nature of the City's involvement with the Event. This provision shall survive the expiration or earlier termination of this Agreement.

10. Licensee Accepts Physical Conditions and Limitations of the Park; Waiver of Liability for Defects. The Licensee is obligated to meet various City officials having jurisdiction of aspects of the staging and presentation of the Event and has been afforded the opportunity to meet with numerous City officials or employees, including department and agency heads and other employees, has examined and will prior to each Event examine the then-current physical conditions and prevailing limitations of the Park, is aware or make itself aware prior to each Event of other public uses and activities in the Park, and is further aware or will make itself aware as to

each Event that the Licensee may need to make a determination of what necessary consents and approvals of governmental agencies and authorities having jurisdiction over the Park for the activities contemplated by the Licensee in connection with the Event are required. Having conducted such investigations or conducting such investigations before an Event that the Licensee has deemed necessary to its full satisfaction, the Licensee hereby acknowledges or will acknowledge before each Event that it has determined that the Park is suitable for the Event and that it has not relied upon any oral or written statements of City officials in arriving at such determination. If the Licensee intends to improve the Event Areas at the Licensee's sole cost and expense, it understands that it shall obtain all necessary Consents to undertake such activities that have not been disclosed in its Plan prior to commencement thereof. The Licensee hereby expressly waives any and all claims for compensation for any and all loss, claim, damage or expense sustained directly or indirectly by reason of any defect, deficiency or impairment of the Park or the Event Areas, including but not limited to, damage to any of the Licensee's improvements, equipment, fixtures, appurtenances, plumbing or electrical apparatus or wires furnished for the Event or by reason of any loss of any gas supply, water supply, heat or electrical current which may occur from time to time from any cause and waives any loss, claim, damage or expense resulting from fire, water, weather, explosion, civil commotion or riot, and the like, and hereby further expressly waives and discharges the City, its officers, elected officials, employees and agents from and against any and all loss, claim, damage or expense arising from any of the aforesaid causes. This provision shall survive the expiration or earlier termination of this Agreement.

11. **Utilities.** The City shall make available to the Licensee all utilities that now exist in Seaside Park so long as the Licensee bears any costs for extending utilities to the Event Area, including, but not limited to, utilities in the Band Shell, and the Licensee will be responsible for the costs of all metered utilities during the Event and for supplementing or extending such utilities at its sole cost and expense to the Event Area to meet its specific needs.

12. **Insurance Requirements.** The Licensee must provide the following insurance coverage, which shall be purchased and maintained at the Licensee's sole cost and expense. It is understood that the Licensee will require similar coverage, as appropriate, from every subcontractor or other person or entity hired by the Licensee and responsible for the performance of any part of an Event or any part of this Agreement. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of an Event without interruption the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A or better, or otherwise acceptable to the City. The Licensee will not enter upon City property or commence any Event preparations until evidence of the required insurance in the form required is submitted to and approved by the Office of the City Attorney.

Comprehensive General Liability (occurrence form) naming the City as an additional insured **by policy endorsement** and insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, products and completed operations, broad form property damage and personal injury, political risk, care, custody and control, with minimum limitations of \$1,000,000 for each occurrence or \$10,000,000 in the aggregate with a combined single limit for bodily injury, personal injury and property damage. Such coverage shall also include Host Liquor coverage. In the event that the City determines, based upon its review of the Licensee's Plan for a particular Event that the exposures and risks are not sufficiently covered by the aggregate \$10,000,000 limit, in the exercise of the City's prudent business judgment, the Licensee shall increase such aggregate limit that the City specifies in writing, with the additional premium cost being deducted from the License Fee. The Licensee shall inform the City in writing prior to the execution of

this Agreement of any unusual endorsements, deductibles or unusual policy provisions that may be part of the insurance contract(s).

Builder's "All-Risk" from any party undertaking building or construction activities naming as co-insureds the Licensee, the City, and every person otherwise connected with such work, as their interests may appear. Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

Comprehensive Automobile Liability insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist coverage, and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as co-insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 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 including voluntary compensation, broad form all-states endorsement, U.S. Longshoremen's and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or buildings, structures or improvements, including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, the Licensee, its subcontractors and parties having an interest therein. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. The Licensee and its subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the Park but which are not intended to become part of the temporary construction requirements, structures, buildings or improvements.

Host Liquor Liability insuring against loss, damage or injury resulting from the dispensing of alcoholic beverages.

General requirements. All policies shall include the following provisions:

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

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25-S form with original authorization or execution by the insurer or a properly-authorized agent or representative reflecting all coverage required.

Additional insured—The Licensee and its subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials,

officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon the execution of this Agreement and thereafter upon request evidence of the continued existence of such insurance coverages in the form required. Such certificates shall designate the City in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, successors and assigns ATIMA
Attention: Director, Office of Planning and Economic Development
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

It is understood that the City shall be named as an additional insured on all policies of insurance except workers' compensation. The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Licensee's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the prior review and satisfaction of the Office of the City Attorney.

Licensee further agrees to require its contractors and vendors to produce evidence of insurance protecting the interests of the Licensor in the same manner as required herein regarding the Licensee those insurance coverages and limits set forth and described as the Governors Ball Music Festival 2021 Independent Contractor Insurance Requirements attached as **Exhibit C** hereto and made a part hereof.

13. Responsibilities For Event Security and Traffic Control. The Licensee is responsible for all ~~costs of traffic control surrounding the Event and for all~~ Event security within the Park and shall provide such security at its sole cost and expense. At the request of the Licensee or at the direction of the City as traffic conditions, crowd numbers or other health, safety and welfare concerns dictate, the City shall provide sufficient police personnel outside the Park for traffic control, if and to the extent Police personnel are available through the Police Department Outside Overtime Office, or in the absence of City police officers, the Licensee shall provide additional private security services. All such Event security and traffic control expenses shall be at the Licensee's sole cost and expense to meet such concerns, and the Licensee shall be responsible for prompt payment of all such services upon the receipt of invoices therefor.

14. Responsibilities For Clean-up and Restoration of the Park. The Licensee shall be solely responsible for the pick-up and disposal of all trash, debris, equipment, furniture and other items remaining as a result of the Events from the Park immediately before, during and after each Event at the Licensee's sole cost and expense. The Licensor shall clean the Event Area prior to each Event and shall remove all trash, debris, equipment, furniture and other items at its sole cost and expense. Other items identified by the Parks Superintendent as being related to an Event shall be removed at the Licensee's expense. The Licensee shall be responsible for physical damage done to the Park by the Licensee, its agents, representatives, employees, subcontractors, servants and spectators in connection with the Events and related activities and

shall restore the Park to the condition in which it existed prior to the Licensee's entry into the Park for an Event.

15. Responsibility For Comfort Stations. The Licensee is solely responsible for meeting all health requirements established by law and the City's Health Department, including but not limited to the provision of the required number of comfort stations, baby-changing and feeding stations or areas, handicap facilities and similar public accommodations for the duration of each Event.

16. Security Fencing; Removal; Aesthetics. The Licensee is responsible for erecting, maintaining, and removing an appropriate security fence or fences to be Approved by the City as shown on the Plan that will define the spectator, stage and back-stage portions, vending area(s), and the like, and each Event Area for purposes of crowd control, security, and safety, which fences shall be provided with sufficient and appropriate openings for controlled ingress and egress by spectators in accordance with the requirements of City departments and agencies having jurisdiction. Use of the Park will remain open to the public until the Event Area is locked down for security purposes. Such fencing may be erected no earlier than the commencement date and time of the Event and must be removed promptly after the Event so that the Event Area can be re-opened to the public. Notwithstanding anything contained in this paragraph to the contrary, such fencing shall not be chain link and must be appropriate to a high-end festival such as by wrapping or other aesthetic treatment that enhances the beauty of the Park and the Event.

17. Licensee Responsible For Presentation of Event. The Licensee is responsible for the promotion, staging and presentation of the Event at its sole cost and expense.

18. Health and Safety Inspections. The Licensee, its employees, agents, subcontractors and servants are responsible for compliance with all health and safety laws, rules and regulations of governmental agencies and authorities having jurisdiction, except pertaining to the City's making available potable water and its acceptance and disposal of gray and black water at the Licensee's sole cost and expense.

19. Licensee Responsible For Obtaining All Permits and Approvals. In connection with the presentation of each Event and the use of the Park, the Licensee is responsible for obtaining at its sole cost and expense all permits and approvals that may be required by federal, state and local governmental agencies and authorities having jurisdiction over the Park and any activities that may be undertaken in connection with the Event, including, without being limited to, the approval of the Board of Parks Commissioners, the Planning and Zoning Commission, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, the Bridgeport Parks Department and the Office of the Mayor as to the sale of alcoholic beverages and/or cannabis if legalized in the State of Connecticut in conformance with City ordinances, State law, and the like.

20. Responsibility For Advertising and Promotion. The Licensee is responsible for all advertising and promotional activities related to publicizing the Event at its sole cost and expense.

21. Responsibility For Media Relations. Licensee is responsible for communications with all media persons and responding to their requests. It will also be responsible for arranging and coordinating all media interviews and other press relations. The City will have no direct responsibility for media relations, but the Licensee and the City will endeavor to work closely and cooperatively with the Licensee to coordinate press releases, make announcements and disseminate other information promoting the Festival and all Events.

22. Responsibility For Performer/Dignitary Hospitality. The Licensee shall be responsible for providing comfortable surroundings, appropriate seating and other hospitality for performers, talent and dignitaries who may attend an Event.

23. **Licensee Required to Submit a Detailed Plan for the Festival and each Event; City's Right to Request Modifications.** The Licensee shall plan, develop, implement and supervise each Event. The final approved Plan for Events is generally shown on **Exhibit B** but may be modified in non-material ways for a particular Event with the consent of the City Representative in consultation with the Parks Superintendent and shall include a map of the Park, the Event Area and any surrounding areas to be utilized for the presentation and support of the Event including the Parking Areas. The Licensee shall notify the City of any proposed substitutions or material changes for which the Licensee seeks Consent. Material changes to such Plan, or any portion thereof, shall be submitted promptly to the City in advance for approval. Should the Licensee need to request such changes, the City shall endeavor to grant or deny its Consent in a reasonably timely manner with the understanding that such request may require the consent of the Board of Parks Commissioners and any other agencies or authorities having jurisdiction.

24. **Promotional Materials; Advertising.** All logos, banners, press releases, advertising and other means of publicizing the Events, or methods of giving credit to corporate or other sponsors of the Event must be submitted to the City for review in advance of publication to the Mayor's press aide. Such material may not contain any inappropriate material or statements in violation of law, a Governor's executive order, court or agency ruling, or this Agreement. Each Event shall be required to observe health and safety protocols mandated or recommended by departments or agencies having jurisdiction, shall be non-smoking events, and shall not promote the use of regulated substances like marijuana whether permitted by prescription or recreational.

25. **Designation of Representatives to Coordinate Activities.** The Licensee's direct representative is Howard S. Saffan or his designee (the "**Licensee Representative**"). The City's day-to-day representative for the particular arrangements for the Events is Thomas F. Gill, Director of Planning and Economic Development or his designee (the "**City Representative**") in consultation with the Parks Superintendent. No later than July 1 of each year, each party will designate in writing to the other party any other on-site representatives who shall be responsible and his/her area of responsibility for proper and efficient communications regarding preparations for an Event.

26. **Events of Default.** The Licensee's performance of its obligations under this Agreement shall be evaluated based upon the following criteria: Licensee's overall performance of its obligations under this Agreement; the nature, quantity and quality of any violations or defaults committed by or occurring while the Licensee stages the Event; the economic and social benefits of the Licensee's activities to the general public; and the nature, frequency and quality of problems and disputes initiated by either party during the Term of the License. In the case of monetary defaults, the Licensee shall have ten (10) business days to pay the amount(s) due without notice from the City being required. Unless otherwise specified herein, in the case of non-monetary defaults that occur prior to the commencement of an Event, the Licensee shall have a period of ten (10) days to cure such default where the Licensee is aware of such default, or after written notice from the City in the case where the City has received information that a default has occurred but the Licensee is not yet aware of such default. Licensee shall cure any material default that occurs during an Event within two (2) hours of the occurrence thereof or immediately in the case of an emergency situation or one which involves the health, safety and welfare of the general public. The Licensee shall also be in default if any of the following events occur and continue beyond any applicable grace or cure period provided herein or under applicable law:

- (a) If Licensee violates any material term of this Agreement, or violates other terms of this Agreement in a consistent or repetitive manner with or without notice from the City in such a way that such conduct amounts to bad faith by the Licensee.
- (b) If the Licensee fails to pay the License Fee or any other amounts due hereunder within the time specified for their payment.

- (c) If the Licensee shall become bankrupt or insolvent, or files any debtor protection proceedings, in any court pursuant to any statute of the United States, or files or has filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts, and if any of the aforesaid are not vacated, dismissed or cancelled within sixty (60) days of the date any such event occurs.
- (d) If the Licensee abandons the Event or the Event Areas, or any one of them, or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of the Licensee's material obligations hereunder.

If any such material default occurs and continues beyond any applicable grace or cure period, the City, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to re-enter the Event Area, and may remove all persons and property of the Licensee from City property and store any such property in a City or public warehouse or elsewhere at the cost and expense of the Licensee, all without the need to resort to legal process and without being deemed to have committed a trespass upon the Licensee or its property or becoming liable for any loss or damage which may be occasioned by the removal and storage of such property. If the City elects to re-enter the Event Area, it may elect to terminate this Agreement upon written notice to the Licensee. In the event of termination of the Agreement by the City, the Licensee shall be responsible for the payment of all sums due hereunder, including but not limited to the remaining License Fee for the current term of the Agreement, as if the same had not been terminated, on the basis of the Guaranty Amount, and further including the costs of repairs and alterations necessary to restore the Park or to make the Park suitable for a new licensee. This provision shall survive the termination or early expiration of this Agreement.

27. Miscellaneous Provisions.

(a) **Prohibition Against Assignment of Rights and Obligations.** Except for the Licensee's assignment of this License to an Affiliate, the Licensee shall not assign or in any manner transfer this Agreement, or its rights or obligations hereunder, or any estate, interest or benefit herein contained, or sublet to, or permit the use of the Park by, anyone other than the Licensee, its performers, vendors, employees, agents and concessionaires as contemplated by this Agreement, without the prior written Consent of the City, which shall not be unreasonably withheld.

(b) **Time of the Essence.** All time periods and dates for the commencement or completion of any action on the part of the Licensee to be performed shall be deemed to be "**TIME OF THE ESSENCE**" and no waiver by the City of any of the time periods and dates set forth herein at any one time shall constitute a continuing waiver of performance in the future.

(c) **Resolution of Disputes.** Any dispute concerning this Agreement or the interpretation thereof set forth in written notice to the other parties hereto, and shall be resolved by informal mediation and if such dispute cannot be resolved by mediation or a party believes that mediation would not resolve the dispute, such party may submit the matter to a court located in Fairfield County having jurisdiction over the parties.

(d) **Notices.** All notices required or desired to be given hereunder shall be sent by first-class mail, certified, return receipt requested, addressed to the parties as follows:

If to the City:

Mayor,
City of Bridgeport

City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

Director,
Office of Planning and Economic Development
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

City Attorney
Office of the City Attorney
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

If to the Licensee:

Bridgeport Music Festivals, LLC
500 Broad Street
Bridgeport, CT 06604

With a copy to:

Howard S. Saffan
9 Squires Lane
Weston, CT 06883

(f) **Signs and Advertising.** Licensee shall not permit, erect or install, maintain, paint or display in the Park any sign, lettering, placard, decoration, advertising media or advertising material of any kind whatsoever without the Consent of the City. All permitted signs must conform to the requirements of the zoning regulations of the City of Bridgeport. If the Licensee intends to use any different type or size of sign that differs significantly from those signs that the City has previously given its consent to, the Licensee shall submit such sign graphics to the City and the City shall promptly decide to give or withhold its Consent.

(g) **Force Majeure.** The Licensee shall not be in default of this Agreement if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe unseasonable weather, natural disasters, pandemic, COVID-19 or other public health order, directive or mandate from a public office or authority having jurisdiction, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent Licensee's ability to perform its obligations under this Agreement, or actions by other persons beyond the exclusive control of the Licensee. If the Licensee believes that a hindrance or delay has occurred, it shall give prompt written notice to the City of the nature of such hindrance or delay, stating the effect of such delay upon the Licensee's performance under this Agreement, the action needed that the Licensee will take in order 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 the Licensee's performance.

(h) **Safety of Persons Lawfully on City Property.** The Licensee shall conduct its activities upon City property so as not to endanger any person lawfully thereon.

(i) **Severability of Provisions.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable by a court of competent

jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and the remainder of the Agreement shall be fully enforceable. In the event that this Agreement would be unwieldy, difficult to perform, or ambiguous in its operation or interpretation in the absence of the invalid or unenforceable term, any party may petition such court in the context of any lawsuit over the enforceability of such term for relief.

(j) **Entire Agreement.** This Agreement may be executed in duplicate originals, all of which when fully executed shall constitute but one and the same agreement.

(k) **Further Assurances.** Each party hereby shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such party as the other party may reasonably request to further and effectuate the intent of this Agreement.

(l) **Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

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

(n) **Captions.** The captions to paragraphs contained in this Agreement are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(o) **Licensee's Authority.** Licensee represents and warrants to the City that the Licensee has the full right, power and authority to enter into this Agreement and that the person(s) executing this Agreement have each been duly authorized to execute the same on the Licensee's behalf.

(p) **Right of Entry.** The City shall have the right at all times hereunder to enter upon the Event Areas for inspection purposes, to determine the Licensee's compliance with this Agreement, and for all other lawful purposes.

(q) **Limitations on Advice or Assistance From City Officials, Department Heads and Employees.** The City shall have no liability for any advice or assistance provided by any City official, department head, employee or agent regarding the promotion, preparation or conduct of an Event, except for those City representatives responsible for making determinations regarding public health and safety. Any such advice or assistance that may be given is provided without charge or obligation, and is not a service that the City is required to provide under this License. No City representative has authority to incur any costs or charges to third persons on behalf of either the Licensee or the City in connection with this License or any Event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express Approval of the City purchasing ordinance. If the City provides the names of persons or companies that provide any goods or services, such information does not constitute a representation or warranty by the City that any such goods or services provided by such persons will be satisfactory to the Licensee.

(r) **Remedies Cumulative.** The City's failure to insist on the strict performance of every term, condition or provision of this Agreement shall not be considered a waiver of such breach or default or a waiver of any subsequent breach or default of the Licensee's obligations hereunder. Remedies herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the City may be entitled. Acceptance by the City of payment of any fee or charge due hereunder with knowledge of a breach of any term or condition hereof shall not be deemed a waiver of any such breach and no waiver by the City of any provision hereof shall be implied thereby.

(s) **Authority of the Licensee.** The authority of the Licensee to enter into this Agreement shall be evidenced by an original resolution of action of its Board of Directors or governing body certified by the secretary of the Licensee, together with an original incumbency certificate of the secretary certifying that the officer executing this Agreement has been duly-authorized to do so.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this the _____ day of _____, 2021.

In the presence of:

BRIDGEPORT MUSIC FESTIVALS, LLC

By: _____
Howard S. Saffan
Managing Member
duly-authorized

CITY OF BRIDGEPORT

By: _____

Exhibit A

Description of Festival

The Sound on Sound Music Festival will be a two day music & arts festival featuring 20+ live music acts across two or more performance stages. Complimenting the musical acts will be food and beverage vendors, sponsorship activations, art installations, VIP areas, and more. What makes this festival different from the many others around the country is the carefully curated artist lineup and overall experience, which caters to an older and more mature audience (as compared to many of the larger festivals around the country). Illustrative talent examples are Stevie Nicks, Gary Clark Jr, James Taylor, John Fogerty, Santana, Leon Bridges, Eddie Vedder, Lionel Richie, Earth Wind & Fire and Mavis Staples. Illustrative experiences include elevated culinary offerings, wines curated by sommeliers and family friendly areas/entertainment.

Ticket buyers and attendees are expected to be mostly Connecticut residents, while also drawing from greater New England. Multi-day and Single-Day General admission tickets will be sold, as well as Multi & Single Day tickets for various VIP programs. Each ticket buyer will receive his/ her RFID wristband in the mail prior to event date. RFID wristbands will be scanned at event gates for entry, and scan counts will be shared with necessary parties for crowd control management. RFID wristbands will also be used for cashless purchases throughout the festival grounds, allowing for a more enjoyable experience. Target attendance is approximately 35,000 people per day.

To ensure a safe and sound event for all, the festival will retain a festival focused security management team, as well as licensed security guards to be placed throughout the grounds. Deployment numbers, positions and an overall security plan will be presented to the necessary agencies at the suggested time, and medical plans will be provided as well. With transportation, traffic flow, and peripheral event operations being the most challenging aspect of a festival, a specialized transportation operations firm will be an essential part of the festival management team, and will be interfacing regularly with local agencies and venue partners. Shuttles will be provided to/from the Bridgeport Metro North station, the Amphitheater lots as well as the Ferry.

Exhibit B

The Plan

[THOSE PORTIONS OF THE LICENSEE'S PLANS THAT ARE CONFIDENTIAL SHALL BE RETAINED IN THE OFFICE OF THE CITY ATTORNEY AS A CONFIDENTIAL DOCUMENT CONTAINING CONFIDENTIAL BUSINESS INFORMATION OF THE LICENSEE PROTECTED FROM DISCLOSURE UNDER THE CONNECTICUT FREEDOM OF INFORMATION ACT.]

[DESCRIBE THE PLAN INCLUDING, BUT NOT LIMITED TO THE VIP AREA, THE PERFORMANCE STAGE OR STAGES, THE PARKING AREAS, LOCATION AND TYPE OF FENCING, COMMUNICATION PLAN, CROWD CONTROL PLAN, TRAFFIC PLAN, TRANSPORTATION PLAN, SECURITY PLAN, FOOD VENDING PLAN, ALCOHOL VENDING PLAN, FIRE AND LIFE SAFETY PLAN, MEDICAL RESPONSE PLAN, SECURITY PLAN, LOCATION OF GATES, ETC.]

EXHIBIT C

INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS

**[ATTACH FOUNDERS ENTERTAINMENT LLC
GOVERNORS BALL MUSIC FESTIVAL 2021
INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS]**

SOUND-ON-THE- SOUND MUSIC FESTIVAL LICENSE

AGREEMENT dated this _____ day of _____, 2021, between **THE CITY OF BRIDGEPORT**, having an office located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter, the "**City**" or the "**Licensor**") and **BRIDGEPORT MUSIC FESTIVALS, LLC**, a Connecticut limited liability company, having its principal place of business at 500 Broad Street, Bridgeport, Connecticut 06604 (the "**Licensee**"), acting by Howard S. Saffan, its duly-authorized member.

WHEREAS, the City has determined that, in order to revive the presentation of musical events at Seaside Park in the City of Bridgeport for the benefit and enjoyment of all of its citizens and the general public, it is necessary to provide for the competent promotion, financing and operation of such events;

WHEREAS, the City has determined that it is in its best interests to grant a license to a private party for the promotion of such musical events in Seaside Park for the benefit, convenience and enjoyment of all of its citizens and the general public;

WHEREAS, the City, through the Board of Parks Commissioners, has approved on August 10, 2021 the Licensee's promotion of certain musical events (each, an "**Event**") to be known generally as the "Sound-on-the-Sound Festival" (the "**Festival**") based upon the Licensee's ability to present quality events through its operation of the Hartford Healthcare Amphitheater in Bridgeport, CT and its relationship with Live Nation Connecticut and Founders Entertainment, the promoters of the Governor's Ball in New York City, and agrees to abide by all of the terms and conditions of the license granted for each such Event (the "**Parks Approval**"), which Parks Approval is incorporated by reference as if fully set forth herein with full legal force and effect;

WHEREAS, the Board of Parks Commissioners has approved the Licensee's promotion and staging of an Event on Saturday, September 24, 2022 through Sunday, September 25, 2022 and a possible Event on Saturday September 17, 2022 through Sunday September 18, 2022 (together, the "**2022 Events**");

WHEREAS, the Board of Parks Commissioners has also approved the Licensee's promotion and staging of future Events as part of the Festival for two (2) weekends in the month of September annually for the next ten (10) years (the "**Initial Term**") with the option of electing two (2) five-year renewal periods (each a "**Renewal Term**" and together the "**Renewal Terms**");

WHEREAS, the Licensee's plan for staging each Event is generally described on **Exhibit A** attached hereto and incorporated by reference and such plan may be modified by mutual agreement of the parties in the future based upon experience in order to revise or enhance the Festival; and

WHEREAS, the City desires to permit the Licensee to present the Festival described herein during the Initial Term and the Renewal Terms and the Licensee agrees to promote and present such Festival on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the privileges hereinafter granted by the City and subject to final approval of this Agreement by the City Council, the parties mutually agree as follows:

All of the above recitals are incorporated into the body of this Agreement as if fully set forth in and with full legal effect.

Definitions:

"Affiliate" means a parent or subsidiary wholly owned by the Licensee that is disclosed to the City, agrees to abide by the terms and conditions of this License, and receives the prior written Consent of the City.

"Approval" means the same as Consent described below.

"City" means the City of Bridgeport, its City Council, the heads of its departments and agencies having jurisdiction over one or more aspects of this Agreement, the staging of the Festival and the Events described herein and the performance of the terms and conditions of this Agreement, including but not limited to the Board of Parks Commissioners and its properly-authorized agents, to the extent that they act in a manner consistent with the duties entrusted to them pursuant to state law, City of Bridgeport charter and ordinances.

"Consent" means that, whenever in this Agreement the Licensee is required by federal, state or local law, rule, regulation or ordinance to obtain or receive permission for, or whenever the State of Connecticut or the City has the right to approve any aspect of the events, including but not limited to, approval of food items, merchandise, rental equipment, accounting methods and procedures, insurance coverage, bonds, budgets, programs, or other aspects of the Licensee's activities, the use of Seaside Park or other City property, accountings and reports of its business activities and the like, the Licensee is required to seek the prior written approval of the appropriate party. The Licensee will seek any Consent required from the City from either (a) Thomas F. Gill, Director of the Office of Planning and Economic Development, or his designee in his absence (the **"City Representative"**), in consultation with the Superintendent of Parks as to each Event and Seaside Park operational matters, (b) Ronald J. Pacacha, Esq., Of Counsel to the City of Bridgeport, or the City Attorney or the Deputy City Attorney in his absence, as to legal matters, (c) the Mayor's press aide as to public relations and marketing matters, and (d) the Mayor or the Chief of Staff in his absence, on general matters as well as the approval of changes to the terms and conditions of this Agreement after its acceptance by the City Council. The City will promptly review any request for Consent and may withhold or delay its granting of Consent to all or any portion of the Licensee's request in the exercise of its prudent business judgment, reasonably exercised, or for reasons of public health, safety, or the welfare of the general public.

"Event" means the 2022 Events and all future Festival Events described herein to be presented during the Initial Term and any Renewal Term of this Agreement and the manner of presenting and staging every aspect of the Events as contained in the Plan Approved in advance by the City, including amendments to such Plan Approved by the granting of Consent and shall include the entry to the Park for set-up, the presentation of the Event, through the breakdown of the Event.

"Event Area" means the Approved area where the Events and related activities will take place within Seaside Park, including but not limited to, the bandshell, and other areas more specifically set forth in the Plan.

"Licensee" means Bridgeport Music Festivals, LLC, its officers, members, directors, owners, employees and agents of which Founders Entertainment, Live Nation and Seaside Park Festivals, an affiliate of Harbor Yard Amphitheater, LLC maintain an ownership interest, or an affiliate of the Licensee Approved by the City. Any change in the form of Licensee's ownership,

changes in the individual members owning ten (10%) percent or more of its capital stock or membership interests, or the assignment of the Licensee's rights, interests or responsibilities in this Agreement not specifically permitted herein, shall be subject to prior written Consent of the City which may not be unreasonably withheld in the exercise of its prudent business judgment so long as such assignee demonstrates that it has expertise in concert or festival promotion and accepts and assumes the Licensee's obligations in writing Approved by the City.

"Parking Areas" shall mean those areas described in the Plan that are within Seaside Park where the City has permitted or may permit, weather permitting, the parking of automobiles, together with such other areas outside the boundaries of Seaside Park as the Licensee can arrange by private agreement in order to provide adequate parking for each Event as further Approved by the Police Department when the matter is within the jurisdiction of the Police Department, and by the Director of the Office of Planning and Economic Development in consultation with the Parks Superintendent, such parking plan to be set forth in **Exhibit B**.

"Plan" means the detailed business plan for the presentation of the Festival and generally for each Event as more particularly described herein as **Exhibit B** and includes, but is not limited to, a Traffic and Parking Plan, a Communication Plan, a Transportation Plan, a Crowd Control Plan, a Food and Vending Plan, a Safety Plan, and the like, one or more of which may be combined for clarity and efficiency and includes any material amendments thereto as to which City Consent has been granted, unless the matter falls within the jurisdiction of another agency or authority having jurisdiction of a particular aspect of an Event. Minor changes to the Plan only require disclosure to and approval of the City Representative. Copies of the approved Plan for the Festival are not attached hereto but are being retained by the Office of the City Attorney because they contain confidential business information protected from disclosure under the Connecticut Freedom of Information Act ("**Confidential Information**"). Such Plan has been freely disclosed to and shared with the Board of Parks Commissioners, the City Representative, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, and other agencies and authorities having jurisdiction.

"Seaside Park" or the "Park" means the park boundaries and areas defined as Seaside Park in the Master Plan of the City, and the City of Bridgeport Zoning Map (1996 revision), which plan and map are incorporated by reference as if set forth herein.

I. **License to Promote and Stage Festival Events.** The City hereby grants to the Licensee a personal, exclusive license to stage concerts and festivals having more than 9,000 attendees ("**Exclusivity**") (a) to promote and stage the Festival and each Event in the Park during the Initial Term and each Renewal Term (defined below), (b) to serve food, beer, wine, liquor and cannabis, but only if legalized in the State of Connecticut and sold in accordance with State of Connecticut law, as described in the Plan for each of the Events, and (c) to enter the Park to set-up and present an Event, and break-down after such Event as set forth herein initially for the 2022 Events in the Plan; provided, however, that the Licensee shall make reasonable efforts to incorporate any City concession licensee in Seaside Park holding a concession right at least ninety (90) days prior to an Event into its food concession operations for each Event, on terms and conditions offered by the Licensee (collectively, the "**License**"). In the event that the Licensee fails to perform its material obligations hereunder, which failure results in a default in its obligations, and such default continues beyond any applicable grace or cure period provided herein, the City reserves the right to terminate this License in its sole and absolute discretion.

2. Local Vendor Participation; Restrictions on Vending By Others During Events; Event Schedule; Outreach to Local Community Groups.

(a) The Licensee agrees to use best efforts to reach out to local vendors, restaurants, breweries and the like to incorporate them into the Licensee's food and beverage program.

(b) The Licensee understands that existing ordinances permit other vendors to obtain permits to vend merchandise in the City. The City reserves the right to continue to grant such permits to vendors, but agrees to refrain from issuing vending permits to others during Events that take place during the Initial Term or any Renewal Term of this Agreement within the Park except as provided herein. City ordinances regulate vending near any entrance to Seaside Park.

(c) In order for proper scheduling of the 2022 Events and other activities in the Park to occur, the Licensee requires the following inclusive dates to allow for set-up, lock-down of the fenced performance area, turnover of control to Park roads and parking areas, staging of the Events, break-down and clean-up, and final Park restoration, which inclusive dates will be adjusted for future Events according to the then-current calendar:

2022 Events:

Event 1 Saturday, September 17 11:00 a.m. to 12:00 midnight and Sunday, September 18 11:00 a.m. through 11:00 p.m.

Entry for set-up: Monday, September 12, 7:00 a.m.

Breakdown: Monday, September 19 8:00 a.m. through Friday, September 23 8:00 a.m.

Event 2 Saturday, September 24 11:00 a.m. to 12:00 midnight and Sunday, September 25 11:00 a.m. to 11:00 p.m.

Entry for set-up: Monday, September 19 8:00 a.m.

Breakdown: Monday, September 26 8:00 a.m. through Friday, September 30 8:00 a.m.

These dates and times may change based upon the calendar in the then-current year.

The entire Park except for the Event Area will remain open and accessible to Bridgeport residents during the Event and the Event Area will reopen to residents at the end of the Event.

In the event that the Licensee desires to change these dates due to weather conditions or for other reasons constituting Force Majeure as described herein, the Licensee must request such changes in writing, which may include email communication, in order to obtain City Consent. The City may grant such changes in dates, in its sole and absolute discretion, so long as such changes do not unreasonably interfere with events booked by the City or other organizations on such other dates, provided, however, that such requested date changes will not create hardship, inconvenience or additional expense to the City not covered by the Licensee, or pose a threat or danger to the public health, safety and welfare of the general public. Should the request for such changes need to be made, the City recognizes that **TIME IS OF THE ESSENCE** and shall endeavor to grant or deny its Consent within 24 hours of receipt of such written request in the exercise of its prudent business judgment, reasonably exercised.

(d) The duration of the presentation of an Event on the days of actual musical performances shall be as follows:

Saturday, 11:00 a.m. through 12:00 midnight; and
Sunday, 11:00 a.m. through 11:00 p.m.

(e) The dates specified in this Section 2 shall only apply to the 2022 Events. The Event schedule for future years of the Initial Term and any Renewal Term shall follow the same

general timeline, but shall be determined with particularity in future years based upon the then-current calendar and subject to approval of the City Representative.

(f) The Licensee agrees to contact City Council members and community groups especially in the South End to cooperate in creating or supporting volunteer efforts to further the causes that are identified as important to the community in connection with the presentation of each Event during the Initial Term and each Renewal Term.

3. Licensee to Assume All Risks Related to the Events; Obligation to Restore. The Licensee, by acceptance of this License, accepts and assumes all responsibility and all risks of operation directly or indirectly related to Licensee's production of the Event and to its obligations under this Agreement, and agrees to provide, at its sole cost and expense, all necessary supervision, labor, appliances and equipment necessary for the same and efficient conduct of its activities on City property or activities conducted on private property related to the Event; provided, however, that the Licensor shall be responsible for accepting and discharging gray and black water in City sewer per code, and shall be responsible for providing potable water to Event participants and vendors for purposes of human consumption and sanitation. Notwithstanding anything to the contrary, Licensee is not responsible for any risks or damages to the extent caused by the Licensor or its employees, representatives agents or contractors. Except as may be expressly set forth herein, the Licensee shall remove all equipment, appliances, personal property, and miscellaneous items of every kind and nature from the Event Areas and Parking Areas immediately at the conclusion of the Event and shall complete the same prior to the expiration or other termination of this License and, with the exception of what constitutes normal wear and tear during fair weather conditions as determined by the Parks Supervisor, shall immediately repair any damage and restore the Event Areas and the Parking Areas no later than fifteen (15) days following the Event to the condition of such areas existing on the date prior to the Licensee's entry upon the grounds of the Park for the Event. Any of such materials which shall remain in the Park in violation of the above requirement shall be deemed abandoned and may be removed by the City at the Licensee's sole cost and expense and without any liability to the City for any loss or damage to such property. Any such costs and expenses shall be deducted from the Performance Bond (described below) that the Licensee provides to the Licensor in connection with each Event.

4. Term of License; Annual Submission of Plan.

(a) This License as it pertains to the Festival shall be for an initial period of ten (10) years (the "**Initial Term**") with the Licensee having the option to renew for two (2) additional, separate five (5) year terms (each a "**Renewal Term**") (the Initial Term and any Renewal Term being collectively referred to herein as the "**Term**"), each such respective Renewal Term to be exercised by the Licensee upon written notice to the City received no later than one hundred eighty (180) days prior to the expiration of the then-current Term.

(b) The Licensee shall submit its Plan for a particular year's Events to the City Representative no later than January 30 and if such Plan differs materially from Exhibit B attached hereto, shall be submitted to the Board of Parks Commissioners for review and Approval.

5. License Fee; Timely Payment; Late Charges and Interest; Reimbursement For Cost of City Employees; Contribution to Benefit Bridgeport Parks; Discounted Tickets For City Residents; Right to Audit.

(a) For each year in which the Event is actually held, the fee payable for this License hereunder shall consist of five (5.0%) percent of the gross ticketing revenues received by the Licensee for each Event per year during the Term with a minimum guarantee of One Hundred Thousand (\$100,000.00) Dollars per year (the "**Guaranty Amount**") (the "**License Fee**"), one-fifth (20%) of such License Fee being submitted to the Department of Parks and Recreation, together

with all direct costs incurred by the City at the request of the Licensee in connection with a particular Event for the involvement of employees of the City and the Department of Parks and Recreation required or desired with the respect to the operation or observation of the Event, including but not limited Park Department police or regular City Police, etc. (collectively, the "Event Expenses"). The License Fee shall be paid promptly on or before July 1 in each year during the Term at the Department of Parks and Recreation, City of Bridgeport, 7 Trumbull Road, Trumbull, Connecticut 06611. All Event Expenses and the License Fee shall be paid at the same address within thirty (30) days after receipt of the City's invoice. The Parks Supervisor will make a determination immediately before an Event, based upon weather conditions and ground conditions whether, and to what extent, any Parking Areas shall be made available to the Licensee, which determination shall be made using his/her sole and absolute discretion. The Plan shall include alternative Parking Areas in the event one or more Parking Areas in the Park are unavailable as a result of the determination by the Parks Supervisor. The License Fee and any other charges that may become due from the Licensee hereunder shall be paid no later than the date on which they are due pursuant to this Agreement, **TIME BEING OF THE ESSENCE**. All monetary obligations and other charges that remain unpaid for more than fifteen (15) days after they are due shall accrue interest at the rate of one and one-half percent (1.50 %) per month on the unpaid amount until fully paid. At the City's sole and absolute discretion, any monetary obligations may be charged against the Performance Bond, but in no event does the Licensee have discretion to pay amounts otherwise due the City hereunder by directing the City to deduct such amounts from the Performance Bond, the Performance Bond being in the nature of security to ensure the Licensee's performance of its obligations hereunder.

(b) The Licensee voluntarily agrees to make a Fifty thousand (\$50,000.00) charitable donation annually during the Term, provided that the Festival is held in such year, to benefit Bridgeport Parks to demonstrate its good faith and appreciation for the right to stage the Festival.

(c) The Licensee agrees to sell a limited number of discount Event tickets to Bridgeport non-profit organizations and Bridgeport residents having valid photo identification when purchased ninety (90) days in advance of an Event, the proceeds from which sales shall not be included in gross ticketing revenues for purposes of calculating the License Fee.

(d) The City shall have the right to audit the Licensee's calculation of gross ticketing receipts for each Event at the City's sole cost an expense. If the City's audit finds that the gross receipts have been underreported by more than five (5.0%) percent, the City shall have the right to receive the difference in the License Fee paid versus the correct amount due and the right to be reimbursed for its audit costs, including reasonable attorneys' fees.

6. Performance Bond. Licensee shall provide the following performance bond:

(a) Licensee's Performance of Agreement. The Licensee shall guaranty the performance of its obligations under this Agreement by providing a \$100,000.00 performance bond no later than July 1 of each year during the Initial Term or any Renewal Term, which bond shall be held by and under the City's sole and exclusive control until such time as the City is satisfied that all of the Licensee's obligations hereunder have been performed or may accept other cash equivalent reasonably acceptable to the City (the "**Performance Bond**"). The Licensee and the City agree that the City in its sole discretion has the right to offset any monetary obligation or other charge due from the Licensee as a result of the Licensee's obligations under this Agreement from the amount of such Performance Bond upon written notice to the Licensee with the right to pay such monetary obligation within ten (10) days of receipt of such notice and the Licensee's failure to make such payment within such 10-day period. The Licensee has no right to instruct the City to deduct from the Performance Bond any amounts owed by the Licensee. Upon the City's satisfaction that the Licensee has met all of the terms and conditions of this Agreement related to an Event, the balance of such Performance Bond shall be promptly discharged or the balance of any other cash equivalent shall be returned to the Licensee within thirty (30) days after the City's determination of the Licensee's compliance with the terms and conditions of the Agreement.

7. **Indemnification.** The Licensee hereby indemnifies, will hold harmless and defend the City from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the City to the extent alleging negligence or other misconduct on the part of the Licensee in connection with the Licensee's activities under this Agreement or in any other way related to or arising out of the Licensee's actions or negligent omission in the promotion and staging of the Festival. The Licensor hereby indemnifies, will hold harmless and defend the Licensee from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the Licensee to the extent alleging negligence or other misconduct on the part of the City or its employees, representatives, agents, or contractors in connection with this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

8. **Prohibition Against Security Interests, Liens, Encumbrances.** The Licensee shall not give, grant, or allow the placement of a security interest or lien upon its equipment, income, accounts receivable or contracts, except for purchase money security interests for equipment used to operate or support the staging of Events, nor shall the Licensee allow any lien, charge, judgment or encumbrance to be placed upon City real property for any reason, including but not limited to, mechanic's and materialmen's liens. In the event that any lien is threatened or placed against the City's property, the Licensee shall take steps to immediately remove such lien by payment or other satisfaction of such lien or by substitution of a bond or other surety for the benefit of the City to ensure removal of such lien within thirty (30) days of the filing thereof against City property. With respect to all of Licensee's vendors, mechanics and materialmen involved in the presentation of the Event and related activities in the Park, the Licensee shall pay all vendors, mechanics and materialmen the amounts they are lawfully owed promptly and shall ensure such payment to the satisfaction of the City and give evidence that all such parties have been paid and have waived their respective lien rights.

9. **Agreement Not a Joint Venture.** Notwithstanding anything contained in this Agreement to the contrary, (a) the Licensee has no legal right to occupy or possess the Park or the Event Area as a tenant or in any other capacity but has rights strictly limited to that of a non-exclusive licensee of the City's property and (b) the arrangement represented by this Agreement shall not constitute a joint venture or make the City responsible for any of the liabilities, costs or expenses of the Events except for those obligations or expenses for which the City has specifically accepted responsibility for herein. The Licensee shall not indicate, imply or infer in any of its publications or advertisement of the Events that the City is a partner, producer, joint venturer, or sponsor of the Event, and the Licensee shall indemnify, hold harmless and defend the City, pursuant to Paragraph 7 hereof, from and against any loss or claim that may result from the Licensee's improper reference to the nature of the City's involvement with the Event. This provision shall survive the expiration or earlier termination of this Agreement.

10. **Licensee Accepts Physical Conditions and Limitations of the Park; Waiver of Liability for Defects.** The Licensee is obligated to meet various City officials having jurisdiction of aspects of the staging and presentation of the Event and has been afforded the opportunity to meet with numerous City officials or employees, including department and agency heads and other employees, has examined and will prior to each Event examine the then-current physical conditions and prevailing limitations of the Park, is aware or make itself aware prior to each Event of other public uses and activities in the Park, and is further aware or will make itself aware as to each Event that the Licensee may need to make a determination of what necessary consents and approvals of governmental agencies and authorities having jurisdiction over the Park for the activities contemplated by the Licensee in connection with the Event are required. Having conducted such investigations or conducting such investigations before an Event that the Licensee has deemed necessary to its full satisfaction, the Licensee hereby acknowledges or will acknowledge before each Event that it has determined that the Park is suitable for the Event and that it has not relied upon any oral or written statements of City officials in arriving at such determination. If the Licensee intends to improve the Event Areas at the Licensee's sole cost and

expense, it understands that it shall obtain all necessary Consents to undertake such activities that have not been disclosed in its Plan prior to commencement thereof. The Licensee hereby expressly waives any and all claims for compensation for any and all loss, claim, damage or expense sustained directly or indirectly by reason of any defect, deficiency or impairment of the Park or the Event Areas, including but not limited to, damage to any of the Licensee's improvements, equipment, fixtures, appurtenances, plumbing or electrical apparatus or wires furnished for the Event or by reason of any loss of any gas supply, water supply, heat or electrical current which may occur from time to time from any cause and waives any loss, claim, damage or expense resulting from fire, water, weather, explosion, civil commotion or riot, and the like, and hereby further expressly waives and discharges the City, its officers, elected officials, employees and agents from and against any and all loss, claim, damage or expense arising from any of the aforesaid causes. This provision shall survive the expiration or earlier termination of this Agreement.

11. **Utilities.** The City shall make available to the Licensee all utilities that now exist in Seaside Park so long as the Licensee bears any costs for extending utilities to the Event Area, including, but not limited to, utilities in the Band Shell, and the Licensee will be responsible for the costs of all metered utilities during the Event and for supplementing or extending such utilities at its sole cost and expense to the Event Area to meet its specific needs.

12. **Insurance Requirements.** The Licensee must provide the following insurance coverage, which shall be purchased and maintained at the Licensee's sole cost and expense. It is understood that the Licensee will require similar coverage, as appropriate, from every subcontractor or other person or entity hired by the Licensee and responsible for the performance of any part of an Event or any part of this Agreement. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of an Event without interruption the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A or better, or otherwise acceptable to the City. The Licensee will not enter upon City property or commence any Event preparations until evidence of the required insurance in the form required is submitted to and approved by the Office of the City Attorney.

Comprehensive General Liability (occurrence form) naming the City as an additional insured **by policy endorsement** and insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, products and completed operations, broad form property damage and personal injury, political risk, care, custody and control, with minimum limitations of \$1,000,000 for each occurrence or \$10,000,000 in the aggregate with a combined single limit for bodily injury, personal injury and property damage. Such coverage shall also include Host Liquor coverage. In the event that the City determines, based upon its review of the Licensee's Plan for a particular Event that the exposures and risks are not sufficiently covered by the aggregate \$10,000,000 limit, in the exercise of the City's prudent business judgment, the Licensee shall increase such aggregate limit that the City specifies in writing, with the additional premium cost being deducted from the License Fee. The Licensee shall inform the City in writing prior to the execution of this Agreement of any unusual endorsements, deductibles or unusual policy provisions that may be part of the insurance contract(s).

Builder's "All-Risk" from any party undertaking building or construction activities naming as co-insureds the Licensee, the City, and every person otherwise connected with such work, as their interests may appear. Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

Comprehensive Automobile Liability insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist coverage, and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as co-insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 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 including voluntary compensation, broad form all-states endorsement, U.S. Longshoremen's and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or buildings, structures or improvements, including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, the Licensee, its subcontractors and parties having an interest therein. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. The Licensee and its subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the Park but which are not intended to become part of the temporary construction requirements, structures, buildings or improvements.

Host Liquor Liability insuring against loss, damage or injury resulting from the dispensing of alcoholic beverages.

General requirements. All policies shall include the following provisions:

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

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25-S form with original authorization or execution by the insurer or a properly-authorized agent or representative reflecting all coverage required.

Additional insured—The Licensee and its subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon the execution of this Agreement and thereafter upon request evidence of the continued existence of such insurance coverages in the form required. Such certificates shall designate the City in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, successors and assigns ATIMA
Attention: Director, Office of Planning and Economic Development
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

It is understood that the City shall be named as an additional insured on all policies of insurance except workers' compensation. The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Licensee's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the prior review and satisfaction of the Office of the City Attorney.

Licensee further agrees to require its contractors and vendors to produce evidence of insurance protecting the interests of the Licensor in the same manner as required herein regarding the Licensee those insurance coverages and limits set forth and described as the Governors Ball Music Festival 2021 Independent Contractor Insurance Requirements attached as **Exhibit C** hereto and made a part hereof.

13. Responsibilities For Event Security and Traffic Control. The Licensee is responsible for all Event security within the Park and shall provide such security at its sole cost and expense. At the request of the Licensee or at the direction of the City as traffic conditions, crowd numbers or other health, safety and welfare concerns dictate, the City shall provide sufficient police personnel outside the Park for traffic control, if and to the extent Police personnel are available through the Police Department Outside Overtime Office, or in the absence of City police officers, the Licensee shall provide additional private security services. All such Event security and traffic control expenses shall be at the Licensee's sole cost and expense to meet such concerns, and the Licensee shall be responsible for prompt payment of all such services upon the receipt of invoices therefor.

14. Responsibilities For Clean-up and Restoration of the Park. The Licensee shall be solely responsible for the pick-up and disposal of all trash, debris, equipment, furniture and other items remaining as a result of the Events from the Park immediately before, during and after each Event at the Licensee's sole cost and expense. The Licensor shall clean the Event Area prior to each Event and shall remove all trash, debris, equipment, furniture and other items at its sole cost and expense. Other items identified by the Parks Superintendent as being related to an Event shall be removed at the Licensee's expense. The Licensee shall be responsible for physical damage done to the Park by the Licensee, its agents, representatives, employees, subcontractors, servants and spectators in connection with the Events and related activities and shall restore the Park to the condition in which it existed prior to the Licensee's entry into the Park for an Event.

15. Responsibility For Comfort Stations. The Licensee is solely responsible for meeting all health requirements established by law and the City's Health Department, including but not limited to the provision of the required number of comfort stations, baby-changing and feeding stations or areas, handicap facilities and similar public accommodations for the duration of each Event.

16. **Security Fencing; Removal; Aesthetics.** The Licensee is responsible for erecting, maintaining, and removing an appropriate security fence or fences to be Approved by the City as shown on the Plan that will define the spectator, stage and back-stage portions, vending area(s), and the like, and each Event Area for purposes of crowd control, security, and safety, which fences shall be provided with sufficient and appropriate openings for controlled ingress and egress by spectators in accordance with the requirements of City departments and agencies having jurisdiction. Use of the Park will remain open to the public until the Event Area is locked down for security purposes. Such fencing may be erected no earlier than the commencement date and time of the Event and must be removed promptly after the Event so that the Event Area can be re-opened to the public. Notwithstanding anything contained in this paragraph to the contrary, such fencing shall not be chain link and must be appropriate to a high-end festival such as by wrapping or other aesthetic treatment that enhances the beauty of the Park and the Event.

17. **Licensee Responsible For Presentation of Event.** The Licensee is responsible for the promotion, staging and presentation of the Event at its sole cost and expense.

18. **Health and Safety Inspections.** The Licensee, its employees, agents, subcontractors and servants are responsible for compliance with all health and safety laws, rules and regulations of governmental agencies and authorities having jurisdiction, except pertaining to the City's making available potable water and its acceptance and disposal of gray and black water at the Licensee's sole cost and expense.

19. **Licensee Responsible For Obtaining All Permits and Approvals.** In connection with the presentation of each Event and the use of the Park, the Licensee is responsible for obtaining at its sole cost and expense all permits and approvals that may be required by federal, state and local governmental agencies and authorities having jurisdiction over the Park and any activities that may be undertaken in connection with the Event, including, without being limited to, the approval of the Board of Parks Commissioners, the Planning and Zoning Commission, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, the Bridgeport Parks Department and the Office of the Mayor as to the sale of alcoholic beverages and/or cannabis if legalized in the State of Connecticut in conformance with City ordinances, State law, and the like.

20. **Responsibility For Advertising and Promotion.** The Licensee is responsible for all advertising and promotional activities related to publicizing the Event at its sole cost and expense.

21. **Responsibility For Media Relations.** Licensee is responsible for communications with all media persons and responding to their requests. It will also be responsible for arranging and coordinating all media interviews and other press relations. The City will have no direct responsibility for media relations, but the Licensee and the City will endeavor to work closely and cooperatively with the Licensee to coordinate press releases, make announcements and disseminate other information promoting the Festival and all Events.

22. **Responsibility For Performer/Dignitary Hospitality.** The Licensee shall be responsible for providing comfortable surroundings, appropriate seating and other hospitality for performers, talent and dignitaries who may attend an Event.

23. **Licensee Required to Submit a Detailed Plan for the Festival and each Event; City's Right to Request Modifications.** The Licensee shall plan, develop, implement and supervise each Event. The final approved Plan for Events is generally shown on **Exhibit B** but may be modified in non-material ways for a particular Event with the consent of the City Representative in consultation with the Parks Superintendent and shall include a map of the Park, the Event Area and any surrounding areas to be utilized for the presentation and support of the Event including the Parking Areas. The Licensee shall notify the City of any proposed substitutions or material changes for which the Licensee seeks Consent. Material changes to

such Plan, or any portion thereof, shall be submitted promptly to the City in advance for approval. Should the Licensee need to request such changes, the City shall endeavor to grant or deny its Consent in a reasonably timely manner with the understanding that such request may require the consent of the Board of Parks Commissioners and any other agencies or authorities having jurisdiction.

24. Promotional Materials; Advertising. All logos, banners, press releases, advertising and other means of publicizing the Events, or methods of giving credit to corporate or other sponsors of the Event must be submitted to the City for review in advance of publication to the Mayor's press aide. Such material may not contain any inappropriate material or statements in violation of law, a Governor's executive order, court or agency ruling, or this Agreement. Each Event shall be required to observe health and safety protocols mandated or recommended by departments or agencies having jurisdiction, shall be non-smoking events, and shall not promote the use of regulated substances like marijuana whether permitted by prescription or recreational.

25. Designation of Representatives to Coordinate Activities. The Licensee's direct representative is Howard S. Saffan or his designee (the "**Licensee Representative**"). The City's day-to-day representative for the particular arrangements for the Events is Thomas F. Gill, Director of Planning and Economic Development or his designee (the "**City Representative**") in consultation with the Parks Superintendent. No later than July 1 of each year, each party will designate in writing to the other party any other on-site representatives who shall be responsible and his/her area of responsibility for proper and efficient communications regarding preparations for an Event.

26. Events of Default. The Licensee's performance of its obligations under this Agreement shall be evaluated based upon the following criteria: Licensee's overall performance of its obligations under this Agreement; the nature, quantity and quality of any violations or defaults committed by or occurring while the Licensee stages the Event; the economic and social benefits of the Licensee's activities to the general public; and the nature, frequency and quality of problems and disputes initiated by either party during the Term of the License. In the case of monetary defaults, the Licensee shall have ten (10) business days to pay the amount(s) due without notice from the City being required. Unless otherwise specified herein, in the case of non-monetary defaults that occur prior to the commencement of an Event, the Licensee shall have a period of ten (10) days to cure such default where the Licensee is aware of such default, or after written notice from the City in the case where the City has received information that a default has occurred but the Licensee is not yet aware of such default. Licensee shall cure any material default that occurs during an Event within two (2) hours of the occurrence thereof or immediately in the case of an emergency situation or one which involves the health, safety and welfare of the general public. The Licensee shall also be in default if any of the following events occur and continue beyond any applicable grace or cure period provided herein or under applicable law:

- (a) If Licensee violates any material term of this Agreement, or violates other terms of this Agreement in a consistent or repetitive manner with or without notice from the City in such a way that such conduct amounts to bad faith by the Licensee.
- (b) If the Licensee fails to pay the License Fee or any other amounts due hereunder within the time specified for their payment.
- (c) If the Licensee shall become bankrupt or insolvent, or files any debtor protection proceedings, in any court pursuant to any statute of the United States, or files or has filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts, and if any of the aforesaid are not vacated, dismissed or cancelled within sixty (60) days of the date any such event occurs.

- (d) If the Licensee abandons the Event or the Event Areas, or any one of them, or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of the Licensee's material obligations hereunder.

If any such material default occurs and continues beyond any applicable grace or cure period, the City, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to re-enter the Event Area, and may remove all persons and property of the Licensee from City property and store any such property in a City or public warehouse or elsewhere at the cost and expense of the Licensee, all without the need to resort to legal process and without being deemed to have committed a trespass upon the Licensee or its property or becoming liable for any loss or damage which may be occasioned by the removal and storage of such property. If the City elects to re-enter the Event Area, it may elect to terminate this Agreement upon written notice to the Licensee. In the event of termination of the Agreement by the City, the Licensee shall be responsible for the payment of all sums due hereunder, including but not limited to the remaining License Fee for the current term of the Agreement, as if the same had not been terminated, on the basis of the Guaranty Amount, and further including the costs of repairs and alterations necessary to restore the Park or to make the Park suitable for a new licensee. This provision shall survive the termination or early expiration of this Agreement.

27. Miscellaneous Provisions.

(a) **Prohibition Against Assignment of Rights and Obligations.** Except for the Licensee's assignment of this License to an Affiliate, the Licensee shall not assign or in any manner transfer this Agreement, or its rights or obligations hereunder, or any estate, interest or benefit herein contained, or sublet to, or permit the use of the Park by, anyone other than the Licensee, its performers, vendors, employees, agents and concessionaires as contemplated by this Agreement, without the prior written Consent of the City, which shall not be unreasonably withheld.

(b) **Time of the Essence.** All time periods and dates for the commencement or completion of any action on the part of the Licensee to be performed shall be deemed to be "**TIME OF THE ESSENCE**" and no waiver by the City of any of the time periods and dates set forth herein at any one time shall constitute a continuing waiver of performance in the future.

(c) **Resolution of Disputes.** Any dispute concerning this Agreement or the interpretation thereof set forth in written notice to the other parties hereto, and shall be resolved by informal mediation and if such dispute cannot be resolved by mediation or a party believes that mediation would not resolve the dispute, such party may submit the matter to a court located in Fairfield County having jurisdiction over the parties.

(d) **Notices.** All notices required or desired to be given hereunder shall be sent by first-class mail, certified, return receipt requested, addressed to the parties as follows:

If to the City:

Mayor,
City of Bridgeport
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

Director,
Office of Planning and Economic Development
City Hall Annex
999 Broad Street

Bridgeport, Connecticut 06604

City Attorney
Office of the City Attorney
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

If to the Licensee:

Bridgeport Music Festivals, LLC
500 Broad Street
Bridgeport, CT 06604

With a copy to:

Howard S. Saffan
9 Squires Lane
Weston, CT 06883

(f) **Signs and Advertising.** Licensee shall not permit, erect or install, maintain, paint or display in the Park any sign, lettering, placard, decoration, advertising media or advertising material of any kind whatsoever without the Consent of the City. All permitted signs must conform to the requirements of the zoning regulations of the City of Bridgeport. If the Licensee intends to use any different type or size of sign that differs significantly from those signs that the City has previously given its consent to, the Licensee shall submit such sign graphics to the City and the City shall promptly decide to give or withhold its Consent.

(g) **Force Majeure.** The Licensee shall not be in default of this Agreement if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe unseasonable weather, natural disasters, pandemic, COVID-19 or other public health order, directive or mandate from a public office or authority having jurisdiction, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent Licensee's ability to perform its obligations under this Agreement, or actions by other persons beyond the exclusive control of the Licensee. If the Licensee believes that a hindrance or delay has occurred, it shall give prompt written notice to the City of the nature of such hindrance or delay, stating the effect of such delay upon the Licensee's performance under this Agreement, the action needed that the Licensee will take in order 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 the Licensee's performance.

(h) **Safety of Persons Lawfully on City Property.** The Licensee shall conduct its activities upon City property so as not to endanger any person lawfully thereon.

(i) **Severability of Provisions.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and the remainder of the Agreement shall be fully enforceable. In the event that this Agreement would be unwieldy, difficult to perform, or ambiguous in its operation or interpretation in the absence of the invalid or unenforceable term, any party may petition such court in the context of any lawsuit over the enforceability of such term for relief.

(j) **Entire Agreement.** This Agreement may be executed in duplicate originals, all of which when fully executed shall constitute but one and the same agreement.

(k) **Further Assurances.** Each party hereby shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such party as the other party may reasonably request to further and effectuate the intent of this Agreement.

(l) **Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

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

(n) **Captions.** The captions to paragraphs contained in this Agreement are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(o) **Licensee's Authority.** Licensee represents and warrants to the City that the Licensee has the full right, power and authority to enter into this Agreement and that the person(s) executing this Agreement have each been duly authorized to execute the same on the Licensee's behalf.

(p) **Right of Entry.** The City shall have the right at all times hereunder to enter upon the Event Areas for inspection purposes, to determine the Licensee's compliance with this Agreement, and for all other lawful purposes.

(q) **Limitations on Advice or Assistance From City Officials, Department Heads and Employees.** The City shall have no liability for any advice or assistance provided by any City official, department head, employee or agent regarding the promotion, preparation or conduct of an Event, except for those City representatives responsible for making determinations regarding public health and safety. Any such advice or assistance that may be given is provided without charge or obligation, and is not a service that the City is required to provide under this License. No City representative has authority to incur any costs or charges to third persons on behalf of either the Licensee or the City in connection with this License or any Event. No contract

may be made, or goods or services purchased, by any person acting on behalf of the City without express Approval of the City purchasing ordinance. If the City provides the names of persons or companies that provide any goods or services, such information does not constitute a representation or warranty by the City that any such goods or services provided by such persons will be satisfactory to the Licensee.

(r) **Remedies Cumulative.** The City's failure to insist on the strict performance of every term, condition or provision of this Agreement shall not be considered a waiver of such breach or default or a waiver of any subsequent breach or default of the Licensee's obligations hereunder. Remedies herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the City may be entitled. Acceptance by the City of payment of any fee or charge due hereunder with knowledge of a breach of any term or condition hereof shall not be deemed a waiver of any such breach and no waiver by the City of any provision hereof shall be implied thereby.

(s) **Authority of the Licensee.** The authority of the Licensee to enter into this Agreement shall be evidenced by an original resolution of action of its Board of Directors or governing body certified by the secretary of the Licensee, together with an original incumbency certificate of the secretary certifying that the officer executing this Agreement has been duly-authorized to do so.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this the ____ day of _____, 2021.

In the presence of:

BRIDGEPORT MUSIC FESTIVALS, LLC

By: _____
Howard S. Saffan
Managing Member
duly-authorized

CITY OF BRIDGEPORT

By: _____

Exhibit A

Description of Festival

The Sound on Sound Music Festival will be a two day music & arts festival featuring 20+ live music acts across two or more performance stages. Complimenting the musical acts will be food and beverage vendors, sponsorship activations, art installations, VIP areas, and more. What makes this festival different from the many others around the country is the carefully curated artist lineup and overall experience, which caters to an older and more mature audience (as compared to many of the larger festivals around the country). Illustrative talent examples are Stevie Nicks, Gary Clark Jr, James Taylor, John Fogerty, Santana, Leon Bridges, Eddie Vedder, Lionel Richie, Earth Wind & Fire and Mavis Staples. Illustrative experiences include elevated culinary offerings, wines curated by sommeliers and family friendly areas/entertainment.

Ticket buyers and attendees are expected to be mostly Connecticut residents, while also drawing from greater New England. Multi-day and Single-Day General admission tickets will be sold, as well as Multi & Single Day tickets for various VIP programs. Each ticket buyer will receive his/ her RFID wristband in the mail prior to event date. RFID wristbands will be scanned at event gates for entry, and scan counts will be shared with necessary parties for crowd control management. RFID wristbands will also be used for cashless purchases throughout the festival grounds, allowing for a more enjoyable experience. Target attendance is approximately 35,000 people per day.

To ensure a safe and sound event for all, the festival will retain a festival focused security management team, as well as licensed security guards to be placed throughout the grounds. Deployment numbers, positions and an overall security plan will be presented to the necessary agencies at the suggested time, and medical plans will be provided as well. With transportation, traffic flow, and peripheral event operations being the most challenging aspect of a festival, a specialized transportation operations firm will be an essential part of the festival management team, and will be interfacing regularly with local agencies and venue partners. Shuttles will be provided to/from the Bridgeport Metro North station, the Amphitheater lots as well as the Ferry.

Exhibit B

The Plan

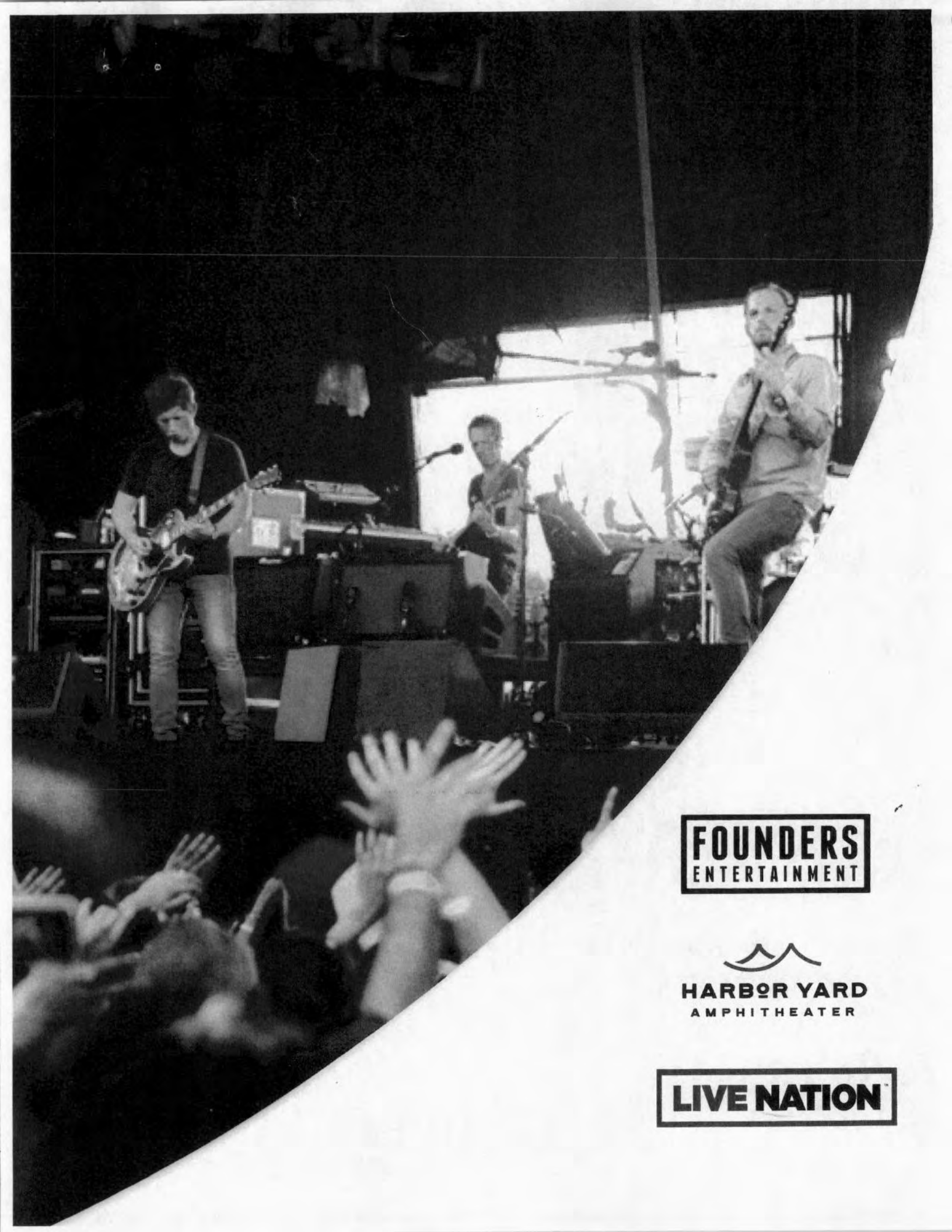
[THOSE PORTIONS OF THE LICENSEE'S PLANS THAT ARE CONFIDENTIAL SHALL BE RETAINED IN THE OFFICE OF THE CITY ATTORNEY AS A CONFIDENTIAL DOCUMENT CONTAINING CONFIDENTIAL BUSINESS INFORMATION OF THE LICENSEE PROTECTED FROM DISCLOSURE UNDER THE CONNECTICUT FREEDOM OF INFORMATION ACT.]

[DESCRIBE THE PLAN INCLUDING, BUT NOT LIMITED TO THE VIP AREA, THE PERFORMANCE STAGE OR STAGES, THE PARKING AREAS, LOCATION AND TYPE OF FENCING, COMMUNICATION PLAN, CROWD CONTROL PLAN, TRAFFIC PLAN, TRANSPORTATION PLAN, SECURITY PLAN, FOOD VENDING PLAN, ALCOHOL VENDING PLAN, FIRE AND LIFE SAFETY PLAN, MEDICAL RESPONSE PLAN, SECURITY PLAN, LOCATION OF GATES, ETC.]

EXHIBIT C

INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS

**[ATTACH FOUNDERS ENTERTAINMENT LLC
GOVERNORS BALL MUSIC FESTIVAL 2021
INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS]**



FOUNDERS
ENTERTAINMENT



HARBOR YARD
AMPHITHEATER

LIVE NATION

TABLE OF CONTENTS

Letter of Interest

Who We Are

Harbor Yard

Founders Entertainment

Live Nation

Proposal

Business Description

Business Plan

Funding

Economic Impact

Historical Operations

Neighborhood Impact

Festival Layout

Exhibits

Office of Planning and Economic
Development
City of Bridgeport
999 Broad Street 2ND Floor
Bridgeport, CT 06604
Re: Seaside Park

To Whom It May Concern:
Please be advised Harbor Yard
Amphitheater, LLC, Founders
Entertainment, LLC and Live Nation
Entertainment are interested in serving
as the host of an annual arts and music
festival "Sound on the Sound" at Seaside
Park. As a result of our years of experience
in managing live events and festivals, we
believe our management team will prove
to be a wonderful addition to the City of
Bridgeport.

Please feel free to contact me should you
have any questions.

Very Truly Yours,
Harbor Yard Amphitheater, LLC

Howard S. Saffan
MANAGING MEMBER





WHO WE ARE

WHO WE ARE

Harbor Yard Amphitheater, LLC (hereinafter referred to as "HYA"), in association with Founders Entertainment (hereinafter referred to as "FE") and Live Nation Entertainment (hereinafter referred to as "LNE") is seeking to host an annual arts and music festival, Sound On Sound Festival, ("Festival") at Seaside Park ("Seaside"). Seaside would be transformed into a state-of-the-art multi-stage performance venue encapsulating the beauty of the Park and Long Island Sound.

What makes the development of the Festival so special is the operators. The operation of the Festival will be managed, in part, by Howard Saffan, owner of Harbor Yard Amphitheater, the state-of-the-art Amphitheater along Bridgeport's coast, owner and operator of SportsCenter of Connecticut, the largest family fun entertainment center in New England (over 1,500,000 visitors annually) and former President of the Webster Bank Arena. Howard has operated businesses in Bridgeport, Connecticut for over thirty-five (35) years. He is well respected in the business community and most importantly, understands how to operate entertainment facilities in Fairfield County (See Resume and Articles attached hereto as "Exhibit A").

Complimenting the operational skills of Saffan in this venture is Founders Entertainment, the leading festival producer in the Northeast. Run by Connecticut resident Jordan Wolowitz and New York City resident Tom Russell, Founders created The Governors Ball Music Festival, the largest and longest running multi stage music and arts festival in New York City's history. Started in 2011, Governors Ball attracts over 150,000 people annually over the course of three days, and the event has been recognized by civic partners and music lovers alike as a tentpole in New York City's cultural calendar. Coupled with numerous other major events, FE is the perfect partner to oversee the creation, management, and production of a successful and safe Festival at Seaside.

Lastly, the booking experience of Live Nation Entertainment, a Fortune 500 Company and the world's leading concert promoter. Jim Koplik, President of Live Nation Connecticut and Upstate New York, add the needed management experience to insure the success of the Festival. The legendary Koplik, a Fairfield County resident for 38 years, will add the Festival to his wide array of events/venues in Connecticut and Upstate New York (See Articles attached hereto as "Exhibit B").



FESTIVAL

Our team has the experience and is uniquely qualified to create, produce and operate a Music and Arts Festival at Seaside Park.

Founders Entertainment has over a decade worth of experience producing New York City's largest music and arts festival and has also produced other large scale festivals and events to great success.

Harbor Yard Amphitheater provides the local experience of operating both arenas and amphitheaters, while Live Nation Entertainment owns, operates, and/or programs numerous festivals in North America.

Collectively, our experience in working with municipalities will ensure seamless day-to-day operations and a successful operation that local and regional residents will benefit from and treasure for many years to come.



NORTH AMERICA

UNITED STATES

JMBLYA: Arkansas
 Innings Festival
 HARD Summer
 Auditoristic - LA
 Dreamstate: San Bernardino
 Rolling Loud - LA
 BottleRock Napa Valley
 Rolling Loud - Bay Area
 Beyond Wonderland The Endless Sea
 Countdown
 Escape: Psycho Circus
 Nocturnal Wonderland
 Auditoristic - SF
 Seven Peaks
 Country Jam
 Tortuga Music Festival
 8 Points
 EDC Orlando
 Music Midtown
 Shaky Boots
 Shaky Knees
 Lollapalooza
 Railbird
 Forecastle
 Voodoo
 Levitate
 Faster Horses
 Headwaters Country Jam
 Dreamville Festival
 Sea Hear Now
 EDC Las Vegas
 Mountain Jam
 Trailblazer
 Rolling Loud - NY
 The Governors Ball
 Homecoming
 Roots Picnic
 Camp Bisco
 Peach Music Festival
 High Water
 Moon River Music Festival
 Bonnaroo
 Exit 111
 Austin City Limits
 JMBLYA: Texas
 Neon Desert Music Festival
 Astroworld Festival
 Mala Luna Music Festival
 Watershed

Fayetteville, AR
 Tempe, AZ
 Fontana, CA
 Los Angeles, CA
 Los Angeles, CA
 Los Angeles, CA
 Napa, CA
 Oakland, CA
 San Bernardino, CA
 San Bernardino, CA
 San Bernardino, CA
 San Bernardino, CA
 San Bernardino, CA
 San Bernardino, CA
 San Francisco, CA
 Buena Vista, CO
 Grand Junction, CO
 Fort Lauderdale, FL
 Miami, FL
 Orlando, FL
 Atlanta, GA
 Atlanta, GA
 Atlanta, GA
 Chicago, IL
 Lexington, KY
 Louisville, KY
 New Orleans, LA
 Marshfield, MA
 Brooklyn, MI
 Three Forks, MT
 Raleigh, NC
 Asbury Park, NJ
 Las Vegas, NV
 Hunter, NY
 Hunter, NY
 New York, NY
 New York, NY
 Cincinnati, OH
 Philadelphia, PA
 Scranton, PA
 Scranton, PA
 Charleston, SC
 Chattanooga, TN
 Manchester, TN
 Manchester, TN
 Austin, TX
 Dallas and Austin, TX
 El Paso, TX
 Houston, TX
 San Antonio, TX
 Quincy (Seattle DMA), WA

MEXICO

Tequila Bajío*
 Coca-Cola Flow Fest*
 Corona Capital*
 EDC Mexico*
 Beyond Wonderland
 Tequila Pal Norte*

Leon, Guanajuato
 Mexico City
 Mexico City
 Mexico City
 Monterrey, Nuevo León
 Monterrey, Nuevo León

CANADA

CHAOS AB
 Oxford Stamp
 RoundUp Music Fest
 Lakestown Shakedown
 Rockin River
 FVDED In The Park
 Contact Festival
 Vancouver Mural Festival: The Park Show
 Bud Light Escapade
 Bud Light Dreams
 CBC Music Festival
 MattyFest

Edmonton, AB
 Edmonton, AB
 Edmonton, AB
 Lake Cowichan, BC
 Merritt, BC
 Surrey, BC
 Vancouver, BC
 Vancouver, BC
 Ottawa, ON
 Toronto, ON
 Toronto, ON
 Toronto, ON

EUROPE

Graspop
 Puikelpop
 Rock Werchter
 TW Classic
 Werchter Boutique
 Copenhell
 Heartland
 Blockfest
 Main Square Festival
 Lollapalooza
 i Love Techno
 Afropunk
 Lollapalooza Berlin
 Wireless
 Rock Am Ring
 Rock Im Park
 Down the Rabbit Hole
 Lowlands
 Pinkpop
 North Sea Jazz
 Woo-Hah!
 Longitude
 Electric Picnic
 Firenze Rock!
 Milano Rock!
 Milano Summer Festival
 Creamfields Malta
 Findings
 Tons of Rock
 Trondheim Rock
 Barcelona Beach Festival
 Dcode
 Download Madrid
 Mad Cool
 Creamfields Mallorca
 Are Sessions
 Summerburst (GOT)
 Way Out West
 Melodifestivalen
 Borgholm Brinner
 Sweden Rock Festival
 Lollapalooza
 Summerburst (STO)
 Openair Frauenfeld

Dessel, Belgium
 Grewit, Belgium
 Werchter, Belgium
 Werchter, Belgium
 Werchter, Belgium
 Werchter, Belgium
 Copenhagen, Denmark
 Hærmødeg, Denmark
 Tempere, Finland
 Arras, France
 Breligny sur Oise, Paris, France
 Montpellier, France
 Paris, France
 Berlin, Germany
 Frankfurt, Germany
 Nuremberg, Germany
 Nuremberg, Germany
 Beuningen GLD, Holland
 Biddinghuizen, Holland
 Landgraaf, Holland
 Rotterdam, Holland
 Tilburg, Holland
 Dublin, Ireland
 Stradbally, Ireland
 Florence, Italy
 Milan, Italy
 Milan, Italy
 TBC, Malta
 Oslo, Norway
 Oslo, Norway
 Trondheim, Norway
 Barcelona, Spain
 Madrid, Spain
 Madrid, Spain
 Madrid, Spain
 Mallorca, Spain
 Are, Sweden
 Gothenburg, Sweden
 Gothenburg, Sweden
 Gothenburg, Malmö, Stockholm, Sweden
 Öland, Sweden
 Silvesborg, Sweden
 Stockholm, Sweden
 Stockholm, Sweden
 Frauenfeld, Switzerland

SOUTH AMERICA

Lollapalooza
 Lollapalooza
 Creamfields
 Lollapalooza

Buenos Aires, Argentina
 Sao Paulo, Brazil
 Santiago, Chile
 Santiago, Chile

The Great Escape The First 50
 Wireless
 Lytham Festival
 Parklife Festival
 The Warehouse Project
 Wilderness
 Reading
 Latitude
 Isle Of Wight Festival
 Edinburgh Summer Sessions
 Glasgow Summer Sessions
 TRNSMT
 Titan Warehouse
 Rewind (Scotland)
 Rewind (North)
 Rewind (South)
 York Festival

London, England
 London, England
 Lytham Saint Annes, England
 Manchester, England
 Oxfordshire, England
 Reading, England
 Sufolk, England
 Newport, Isle of Wight
 Edinburgh, Scotland
 Glasgow, Scotland
 Glasgow, Scotland
 Cardiff, Wales
 TBC
 TBC
 TBC
 TBC

ASIA-PACIFIC

ASIA

Creamfields
 Creamfields
 Creamfields
 Rolling Loud
 Download
 Electric Daisy Carnival

Chengdu, China
 Shanghai, China
 Hong Kong
 Hong Kong
 Japan
 Japan

AUSTRALIA/NEW ZEALAND

Festival X
 Splendour In The Grass
 Falls Festival
 Download Melbourne
 Download Sydney
 Festival X

Brisbane, Sydney, Melbourne, Australia
 Byron Bay, Australia
 Lorne, Merton Bay, Byron Bay and Fernandis, Australia
 Melbourne, Australia
 Sydney, Australia
 Auckland, New Zealand



PROPOSAL

PROPOSAL

Our proposal entails creating, producing and operating an annual arts and music festival(s) along the shores of Long Island Sound at picturesque Seaside Park, Bridgeport. The Festival(s), to be held in the later weeks of September, will be frequented by 25,000 - 35,000 attendees per day, 50,000-70,000 attendees throughout a Festival weekend.





Business Description



Business Description

The proposed music and arts festival(s) will take place over two days in late September, and will feature 20+ live music acts across two or more performance stages. Complimenting the musical acts will be food and beverage vendors, sponsorship activations, art installations, VIP areas, and more. What makes this festival different from the many others around the country is the carefully curated artist lineup and overall experience, which caters to an older and more mature audience (as compared to many of the larger festivals around the country). Illustrative talent examples are Stevie Nicks, Gary Clark Jr, James Taylor, John Fogerty, Santana, Leon Bridges, Eddie Vedder, Lionel Richie, Earth Wind & Fire and Mavis Staples. Illustrative experiences include elevated culinary offerings, wines curated by sommeliers and family friendly areas/entertainment.

While the events will draw attendees from all over the Northeast, we estimate that most ticket buyers will be Connecticut residents. Multi-day and Single-Day General admission tickets will be sold, as well as Multi & Single Day tickets for various VIP programs. Each ticket buyer will receive his/her RFID wristband in the mail prior to event date.

RFID wristbands will be scanned at event gates for entry, and scan counts will be shared with necessary parties for crowd control management. RFID wristbands will also be used for cashless purchases throughout the festival grounds, allowing for a more enjoyable experience.

To ensure a safe and sound event for all, the festival(s) will retain a festival focused security management team, as well as licensed security guards to be placed throughout the grounds. Deployment numbers, positions and an overall security plan will be presented to the necessary agencies at the suggested time, and medical plans will be provided as well. With transportation, traffic flow, and peripheral event operations being the most challenging aspect of a festival, a specialized transportation operations firm will be an essential part of the festival management team, and will be interfacing regularly with local agencies and venue partners. Shuttles will be provided to/from the Bridgeport Metro North station, the Amphitheater lots as well as the Ferry.





Business Plan



Business Plan

The development of annual festival(s) will create a tremendous influx of commerce and traffic to the City of Bridgeport. Each Festival is projected to draw 50,000-70,000 patrons annually, with tens of thousands of people discovering the beauty of Bridgeport.

Having grown up attending Gathering of The Vibes, Jordan and Tom of Founders Entertainment recognized Olmsted's Seaside Park and Bridgeport as an ideal venue for a world class music festival. Its unique setting and rich history of entertainment provide a magnificent foundation for a brand new event that will stand out amongst others in the Northeast and return to Bridgeport the annual music festival it so rightly deserves.

To simplify the lease terms of the Festival(s) and to reward the City for future growth, each Festival will remit 5% of the Festival ticket price. Assuming twenty-five (25,000) thousand daily attendees at an average ticket price of \$99.00, the City would receive a rental payment of \$247,500 for a Festival Weekend; at thirty-five (35,000) thousand daily attendees, the City would receive a rental payment of \$346,500. Please note this rental payment will serve as a payment in lieu of any and all municipal taxes. To insure a minimum rental payment, we will guarantee an annual lease payment of \$100,000. Naturally, the Festival will be responsible for all costs related to Police and restoration of any park property.

In consideration of the above, the Festival is seeking a ten (10) year operating agreement with two, five (5) year options.



Funding & Economic Impact



Funding

The Festival(s) will be 100% privately funded with no bank financing required. Our principles' combined net worth exceeds \$100 million, thus insuring the viability and speed of the project.

Economic Impact

TOTAL ECONOMIC IMPACT OF FESTIVAL
- \$25,000,000

For the fiscal year 2022, the Festival anticipates hosting 50,000 attendees.. Set forth below is a breakdown of the economic impact resulting from a Festival.

DIRECT IMPACT- \$18,500,000

Includes expenditures by visitors in the Bridgeport economy. An example would be revenues derived from onsite Bridgeport vendors.

INDIRECT IMPACT- \$4,400,000

Indirect effects result from companies that benefit from Festival expenditures. An example would be distributors that supply onsite Festival food vendors.

INDUCED IMPACT - \$2,100,000

Indirect impacts, or wealth effects, capture spending by individuals from increased earnings attributed to the Festival. Local purchases by an employee with wages earned from the Festival is an example.



Historical Operations

Historical Operations

The City of Bridgeport would be hard pressed to find more experienced, civic-minded, well-financed, local operators than those of the Festival..

Howard Saffan is the visionary and developer of Harbor Yard Amphitheater, the owner and operator of SportsCenter of Connecticut, the second most frequented entertainment venue in Connecticut, for the past twenty (20) years. Saffan also served as President of the Bridgeport Sound Tigers (2005-2015), oversaw the management of the New York Islanders Hockey Club and Nassau Veterans Memorial Coliseum (2008-2010), and as President of the Webster Bank Arena (2011-2015), pioneered the renovation/renaissance of the venue. Prior to operating entertainment venues, Saffan was the owner of Bishop Manufacturing Companies



(1986-1998), located at the corner of Barnum Avenue and Knowlton Street in Bridgeport. Over the past thirty (35) years, Saffan has lived in the area with his family and experienced the pulse and community spirit of Bridgeport. Please see Saffan's resume set forth in "Exhibit A."

Jim Koplik, President of Live Nation Connecticut and Upstate New York, has promoted and operated venues for over 50 years. A legend in the industry, Koplik currently promotes/operates virtually every large live music venue in Connecticut, including Bridgeport's Harbor Yard Amphitheater. What makes the Amphitheater special for Koplik is his roots in Fairfield County. As a long-time resident of Stamford, bringing back a Festival to Seaside Park with be incredibly fulfilling.

Founders Entertainment are the creators and producers of The Governors Ball Music Festival - New York City's largest and most celebrated music festival. Founded in 2011, the festival features the very best in rock, hip hop, electronic, indie, and more. The festival goes beyond music however - incorporating some of the best restaurants NYC has to offer and highlighting up and coming street artists whose style and aesthetic are as eye catching as they are inspiring.

Founders Entertainment has gone on to launch and produce other major events including other festivals and stand-alone concerts, making them a major player in the North American live event landscape. In addition to producing their own events, Founders Entertainment provides various event production services

and consultation for hire including talent buying, sponsorship procurement, and event production and project management for outside clients.

Founders Entertainment was founded in 2011 by Jordan Wolowitz and Tom Russell - longtime friends, and lifelong Connecticut and New York City residents. They have individually been honored by Billboard's 30 under 30 and 40 under 40 top executive lists.

Please see Founders Entertainment's articles set forth in "Exhibit C."





Neighborhood Impact

Neighborhood Impact

Communities are built upon the solid foundation of relationships amongst residents, business owners, religious and community leaders and other Stakeholders. The South End of Bridgeport is rich with natural, cultural and historic assets. The South End is also characterized by its paradoxical proximity to Downtown and a feeling of being "cut off" from Downtown by I-95 and the MetroNorth/Amtrak railroad tracks. The Festival recognizes it is imperative to preserve, enhance and celebrate the cultural resources of the South End and foster community pride and interaction.





Festival Layout

Proposed Festival Layout





EXHIBITS



EXHIBIT A

HOWARD S. SAFFAN

EXPERIENCE

June 2015 to Current

Harbor Yard Amphitheater Bridgeport, CT
Owner

Develop, construct and operate the newest boutique amphitheater on the East Coast

February 2001 to Current

**Sports Center of Connecticut/
The Rinks at Shelton** Shelton, CT
Owner

Own and operate the largest family fun entertainment center in New England. Manage 150 employees. Highly acclaimed facility entertains in excess of 1,000,000 customers annually.

January 1998 to Current

Bishop Development Weston, CT
Owner

Founded development company, constructing high end residential homes and commercial buildings. Presently

own and manage 250,000 square feet of commercial space.

May 2005 to June 2015

New York Islanders Hockey Club

Uniondale, NY

President

Served as President of the Bridgeport Sound Tigers Hockey Club, the AHL affiliate of the New York Islanders. From 2010-2012, oversaw the business operations of the New York Islanders in addition to overseeing the management of the Nassau Coliseum. Acquired the operating agreement of the Webster Bank Arena in March, 2013. Managed/renovated Arena over three year period, dramatically increasing visibility and profitability of Arena.

September 1986 to January 1998

Bishop Manufacturing Companies

Bridgeport, CT

Owner

Acquired vinyl window and door company in 1986. Expanded business geographically, opening two additional facilities and tripling revenues. Sold companies in 1996 to Atrium Companies/Hicks, Muse, Tate & Furst.

EDUCATION

Brooklyn Law School Brooklyn, NY 1984

Juris Doctor

**Syracuse University, School of
Management** Syracuse, NY 1981

B.S. Finance

Magna Cum Laude

SAFFAN TALKS CAREER AND RUNNING HARBOR YARD

RICHARD LEE, PUBLISHED 10:13 PM,
THURSDAY, MARCH 6, 2014

Howard Saffan has a love affair with Bridgeport.

He learned to embrace the Park City as the owner of a window and door manufacturing business, and his allegiance has grown since he became president of the Sound Tigers hockey team and the Webster Bank Arena.

During his youth on Long Island, Saffan loved playing soccer, but reality took hold as he matured, and after earning a law degree from Brooklyn Law School he pursued a career as a lawyer and later as a real estate developer.

In 2005, he circled back to his love of sports when he became president of the Sound Tigers and in 2011, president of the arena.

Saffan, 54, has learned to separate his business responsibilities from being a fan, and he understands the need for the region's residents to embrace the team, giving talks to non-profit organizations and interacting with college students interested in pursuing sports business careers.

Married and the father of four, the Weston resident is also president of Bishop Design and Development, a real estate development company, and owns and operates the SportsCenter of Connecticut, a Shelton skating and recreation venue.

Saffan took some time out to talk about his career and what it takes to lead a staff in managing Sound Tigers and the arena under the umbrella of Harbor Yard Sports & Entertainment.

Q: What was your specialty as a lawyer?

A: I was a bankruptcy lawyer. I clerked with a federal bankruptcy judge and worked on the Johns Manville bankruptcy -- at the time the largest in the world. Then I worked at Otterbourg, a Park Avenue, New York City law firm, and my first case was Jane Fonda Workout Wear. The greatest part was getting to see why a business failed. It's basically like doing an autopsy. Later on in my business career, it's been incredibly helpful.



Q: How did you move into commercial real estate?

A: I owned a window and door factory -- Bishop Manufacturing on Knowlton Street -- one of the largest in Northeast. It grew to three factories -- one in Bridgeport, another in Farmingdale, L.I., and one in Clinton, Mass. I sold the business... but my love for Bridgeport remained. I tried to find a job in sports, but no one would hire me. At the suggestion of my real estate lawyer, I started a development company, Bishop Design Development. It's both commercial and residential. We build residential spec homes and commercial development. It's mostly residential focused in Fairfield, and commercial development mostly in Shelton. I just bought a property in Monroe.

Q: How did your involvement in the Sports Center of Connecticut occur?

A: Two miles from my window facility in Farmingdale, L.I., they were building a golf driving range. It was called Family Golf. I grew up in a blue collar family, and I couldn't believe people would pay money to hit golf balls. They built it into a public company, but it went upside down, and

they filed for Chapter 7 bankruptcy. A friend called and said you might be interested in Connecticut where there's a Family Golf. I went to the auction in Shelton bought it not knowing a darn thing about golf. That was 1999. My partners are Alan Phillips and Kevin Schumacher. We turned it into an entire sports center. It's exceeded my expectations. Last year we had 1.7 million customers. It's a wonderland for kids. I have four kids, and they love to run around the facility.

Q: How did ownership of the sports center turn into presidency of the Sound Tigers and the Webster Bank Arena?

A: The Sound Tigers came into being in 2001. Alan Panzer, CEO of U.S. Surgical, knew I was a hockey fan. He encouraged me to see the Sound Tigers. In the suite next to us was Mike Milbury, general manager of the Islanders. I introduced himself, and I said we were building hockey rinks less than 10 minutes away. I was introduced to the owner of Islanders, Charles Wang, and two months later, I was at their practice facility in Syosset, L.I. He asked me to comment on what they should and shouldn't be doing. It led to me becoming partners with Charles Wang at Ice Works at Syosset.

Two years later, the Islanders purchased -- took over the assets of -- the Bridgeport Sound Tigers and Charles asked me to be president. About five years ago, Charles asked me to help him run the business side of the Islanders and oversee the Nassau Coliseum, which I did for approximately two years. But I was reverse commuting from Weston every day, and I told him I wasn't having fun. Those are the magic words for Charles -- not having fun.

I told him I have a great idea -- why don't we become partners in the Arena at Harbor Yard? I believe we can turn it around. On March 30, 2011, we purchased it from CenterPlate. We've invested millions of dollars into the facility. We've taken what I foresaw becoming the next New Haven Coliseum and bringing it back to the jewel status that it is today.

Q: How many people do you employ and what measures do you take to ensure you have a dedicated workforce?

A: We look at everything as an umbrella. It's Harbor Yard Sports and Entertainment that operates the arena and the Sound Tigers. We have 300 full- and part-time employees. This isn't my first rodeo. We're hands-on management. Several of our employees have been working here for 10-plus years. We have excellent managers. We try to over-deliver in terms of customer service. First impressions are critical. We have discriminating customers from Fairfield, New Haven and Westchester counties and the Valley.

We take the responsibility to be the gateway to Bridgeport. People don't know how beautiful Bridgeport is. We want to change misconceptions about the city.

Q: As you advanced in your career, what did you learn about being a good leader?

A: You have to make lots of mistakes. Everybody has the thought process that to be a good leader you have to be perfect. That just isn't true. You have to make mistakes to be successful, and you need to learn from your mistakes. You need to be a good person. The world is round, and what goes around comes around.

We have the Arena Angels, a 501c3 headed up by Pat Hansen. It enables groups of young kids in need to see live entertainment. Hopefully it changes their lives. I come from humble beginnings. My father would take me to a Ranger game once a year. He would save his money. That forever touched my heart. It was the most selfless thing he did for us.

Q: What are the pluses and minuses of being president of both the Sound Tigers and the arena?

A: A plus is flexibility of scheduling with 365-day control of the calendar. We can be mobile. Example, Elton John wanted to practice and wanted to play a date here, but the date was blocked by a Sound Tigers game. I called the president of the other team, and we changed the date. Elton John was a sellout and a huge success for the city of Bridgeport. That was a huge get. The minuses -- aggravations 365 days a year. When hockey season is over, whole other series of issues arise.

Q: What do you enjoy the most?

A: What I enjoy most is giving back to Bridgeport. I was fortunate to make my money on Knowlton Street in Bridgeport in the window and door business. Nobody wanted to acquire this arena. This arena was going down hill. We knew that. We were the tenant. The ability to bring people from the region to this arena and Bridgeport is priceless. UConn is playing basketball here when people said it would never happen.

Q: Are the Sound Tigers and arena profitable?

A: When we took over the Sound Tigers, they were losing quite a bit of money. Charles has been extremely patient, and the fans have come out. The team does well in the American Hockey League. But in Fairfield County, people have the means to go to Madison Square Garden, the Nassau Coliseum and the Prudential Center. It's challenging, but being part of the community is critical in what we do.

It's substantially better. Harbor Yard Sports & Entertainment is a profitable venture. Both entities have been turned around.





'ODD COUPLE' BEHIND AMPHITHEATER

BY JOHN BURGESON
SATURDAY, AUGUST 12, 2017

BRIDGEPORT — To watch the two men behind the idea to turn the Ballpark at Harbor Yard into the state's next major music venue brings to mind the 1960s Broadway hit "The Odd Couple."

Jim Koplik, who knows as much about the live music business as anyone on the planet, is the laid-back purveyor of cool. He's been promoting bands and booking venues since the late 1960s, and he looks every bit the part.

His partner on the project is Howard Saffan (pronounced "sah-FAHN"), who got his start about as far away from grooveland

as one can imagine — owning a Bridgeport factory that fabricated aluminum-frame windows and doors.

In Thursday's press event at McLevy Green, Koplik, in his black shirt, looked like he just got through playing bass for a Three Dog Night reunion concert. Saffan, meanwhile, was dressed in a very proper blue suit and red tie.

"I was the president of the Webster Bank Arena," he said. "We're very close friends — it's a very exciting development for the city — what do fans want? They want concerts." It was Koplik — the regional president of Live Nation — who would book concerts into the Webster Bank Arena, and Saffan, at the time, was president of what's usually thought of as home ice for the Bridgeport Sound Tigers. Today, Saffan owns the Sports Center of Connecticut on River Road in Shelton and has a thriving real estate development business. "Howard came in to the arena and created all sorts of relationships, turning the arena around to really make it a successful operation," said longtime Bridgeport City Council President Tom McCarthy. "I attribute a lot of that to Howard and his drive and his ability to create good relationships. I will also say Howard is a strong business man, he's a very tough negotiator."

"The genesis of the Harbor Yard Amphitheater started several years ago over lunch at Michael's in Wallingford where Jim and I would eat often," Saffan said. "Fortuitously,

the (baseball) stadium lease was ending.” Live Nation is easily the biggest music concert promoter and Music entertainment company in the world, and they were having lunch in Wallingford because it’s near the Oakdale Theatre, one of Live Nation’s many concert venues. Koplik’s journey to that lunch date was a long one, too.

What’s that sound?

1968 was a pivotal year for Koplik.

A student at Ohio State University, he was deeply involved with the presidential campaign of Robert F. Kennedy Jr., who was assassinated on June 5 of that year while campaigning.

It was a year in which everything seemed to be happening at once — the assassination of Dr. Martin Luther King Jr., Apollo 8 orbited the Moon, the Tet Offensive and numerous, often violent protests over the Civil Rights and the Vietnam War. Almost every morning’s paper seemed to bring news of yet another calamity.

“My only other love was music, so after the Robert Kennedy assassination, one of my friends suggested that we become concert promoters,” he said. So, between by sophomore and junior years, I went into the city (New York) and I walk into the William Morris Agency and one of the guys there believed in me, and I became Steppenwolf’s concert promoter — it was a new industry back then.”

After his graduation from Ohio State he entered law school, only to soon leave. “I couldn’t run a business and study for law school at the same time, so I dropped out,” he said. “It was a decision that my parents didn’t quite agree with.”

At the time his company was called Cross Country Concerts. “It wasn’t really ‘cross-country’, but mostly the Northeast,” he said. “And in 1997 I sold it to Live Nation.” Today, Koplik, 68, as the regional president of for Live Nation, oversees Live Nation’s concerts in Connecticut and upstate New York. It’s easily the biggest concert company today, staging some 26,000 concerts worldwide every year. He lives in Stamford. “I can’t imagine having a better partner than Jimmy,” Saffan said.

For what it’s worth, Live Nation has annual revenues of \$8 billion. It manages 350 major artists and bands and it owns “most every” amphitheater, as well as Ticketmaster. “Not every concert makes money,” he’s quick to admit. “In a lot of them, we have to take a loss.”



Still, the live performance is the way most artists make a paycheck these days. The music business bears little resemblance to the way it was in the heyday of rock 'n' roll, when bands would make most of their money selling vinyl singles and LPs, and later, CDs. This is where people like Koplik come in. "The money for the artists comes from concert appearances now," he said. "Ever since streaming came along, the days in which you used to spend eight bucks for an album or fourteen for a CD were pretty much over." So did Koplik ever play in one of those huge bands back in the early 1970s — maybe background percussion for King Crimson? "No — I have almost no musical talent. I tried the piano as a kid — I was horrible," he said. "But my musical talent is with my ear — I can usually sense what music people will want to hear, and sense what people will buy tickets to."

It's harder than it looks — one person's Puccini is another's car alarm.

"It's like the question I was asked on WPLR the other day — 'Who is the greatest guitar player ever?' " he said. "That's a little like asking 'Who is the world's best dentist.'"

His answer to that question is Carlos Santana. "Although the greatest guitar player ever is generally recognized as Jimi Hendrix," he said.

So does Koplik ever get to hang out with megastars like Taylor Swift, Rihanna and Daft Punk?

"No," he said with a laugh. "I'm too old. If I show up backstage these days, they think I'm a narc."

EXHIBIT B

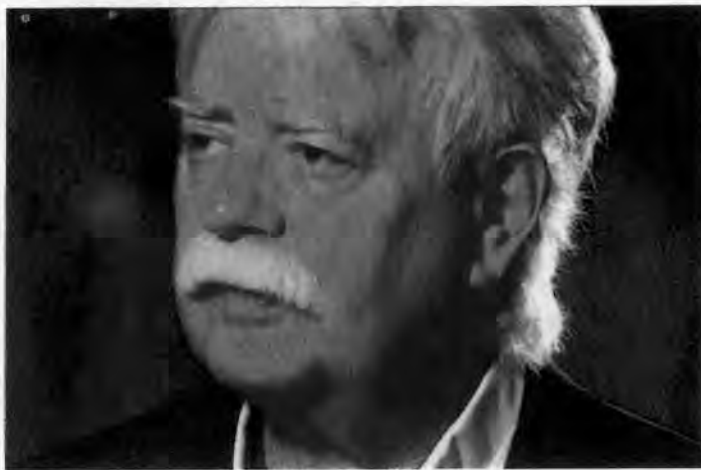
JIM KOPLIK

President

Connecticut & Upstate NY

Jim Koplik has been promoting concerts since 1968. He has promoted well over 15,000 concerts including Sir Paul McCartney, Rolling Stones, Bruce Springsteen and the E Street Band, The Police, Billy Joel, Bon Jovi, Sir Elton John and most every major artist that has hit the concert stage. He has also produced the largest festival ever held in North America, the Watkins Glen Summer Jam which headlined the Allman Brothers Band, Grateful Dead and The Band. That festival drew 600,000 attendees. He is also a voter in the Rock and Roll Hall of Fame. Jim has lived in Fairfield County for almost 40 years and is based in Wallingford and Bridgeport, CT.





Hartford Courant.
courant.com 

CONCERT MASTER

**Jim Koplik Has Been Doing It For 30 Years,
Bringing The Bands To Hartford**

SEPTEMBER 23, 2001 | BY ROGER
CATLIN; COURANT ROCK CRITIC

Amid the shiny seats and lavish casino lobby appointments in the \$60 million Mohegan Sun Arena will be one fixture familiar to Connecticut concertgoers.

A partner in the arena -- a big part of the \$1 billion expansion that opens this week with the Casino of the Sky and the Shops at Mohegan Sun -- is Jim Koplik, executive vice president of Clear Channel Entertainment.

The company names come and go (it was SFX not so long ago, then Delsener/Slater Enterprises before it was sold; it was Metropolitan before that, and previously Cross Country Concerts). But most of the big concerts in the state over the past three decades have come courtesy of Koplik.

Once a shaggy-haired rock fan who had more in common with the young bands than the older booking agents, Koplik has left his mark on local shows since the days when the Allman Brothers and the Grateful Dead jammed in Hartford's Dillon Stadium.

After booking the majority of rock shows in the state's arenas, he moved Connecticut into the modern concert world by building what's now called the ctnow.com Meadows Music Theatre in the mid-1990s.

And with the consolidation that further changed the concert business in the late '90s, he has another major state facility, the ctnow.com Oakdale Theatre, under the SFX/Clear Channel umbrella as well.

It's in Oakdale's Wallingford office that he puts together concert schedules at a handful of state venues now.

And as the exclusive booker at the new Mohegan Sun Casino, Koplik's already scored some big names for the 10,000-seat facility's big November grand opening, including Tim McGraw, Aerosmith and maybe even Bob Dylan.

At 52, Koplik is an avuncular figure, wearing his gray hair short but maintaining a bushy mustache that, with his friendly baritone, calls to mind Captain Kangaroo.

But he's also known as a sharp businessman who has had a cultural influence on Connecticut by booking everyone from the Eagles at Yale Bowl to the Rolling Stones at Toad's Place to Bruce Springsteen at the Palace in Waterbury.

"People say I'm the father of the live-entertainment industry in Connecticut," Koplik says with some embarrassment. "It makes me feel very old."

Sinks His Teeth Into It

Yet he's kept young through an unusually close rapport with his audience, with whom he talks during twice-weekly radio shows, bantering authoritatively about acts ranging from Slipknot to 'N Sync.

All this from a guy who wanted to be a dentist.

Growing up in New Rochelle, N.Y., Koplik was the son of a dentist and expected to inherit the extra office at his father's practice.

Even as a kid he dressed as a dentist. "The painless dentist, that was my costume," he says.

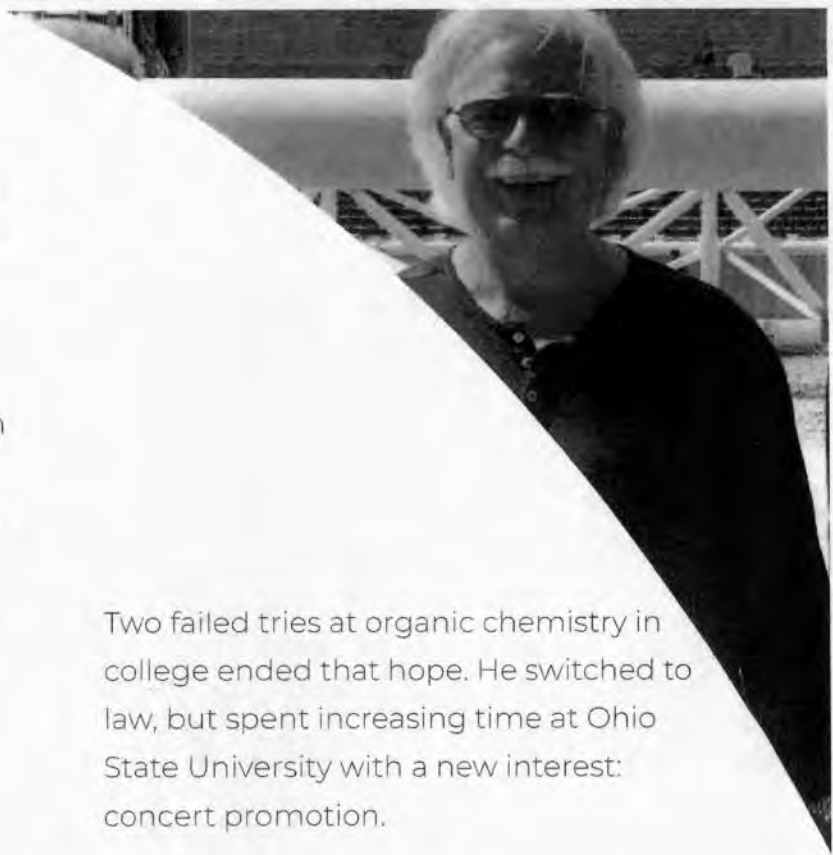
Two failed tries at organic chemistry in college ended that hope. He switched to law, but spent increasing time at Ohio State University with a new interest: concert promotion.


A diehard Beatles fan since 1964, Koplik was always fascinated with the business end of music, subscribing to Cashbox magazine as a teen.

When he became disillusioned with politics after the assassination of Robert F. Kennedy in 1968, a friend suggested he go into concert promoting.

That summer, he and a friend introduced themselves to agents at the prestigious William Morris Agency in New York.

"They were looking to sell shows," Koplik says. "They didn't care that we were just kids."





Back on campus in Ohio, he put on his first shows with groups such as Steppenwolf; Blood, Sweat and Tears; and Sly Stone. He learned something more with each show.

"I liked meeting the bands -- they were all my age," he says. "And I liked running my own business."

When law school in New York began to fizzle, he asked agents for an area ripe for rock promotion. He was sent to Connecticut.

Koplik And Finkel

Checking out a November 1971 Jethro Tull show at the old New Haven Arena, he met his potential competitor, Shelly Finkel. Instead, the two became partners. And concerts "presented by Jim Koplik & Shelly Finkel" became staples on rock radio stations in the area.

"He was a very bright guy who had better music connections than I had," Koplik says. "I took cues from Shelly on how to run a business." (They continue to be partners, though Finkel's name is more often heard in boxing promotion, where he's advised Mike Tyson and handled Evander Holyfield in the past decade.)

Together they put on legendary summer series at Hartford's Dillon Stadium and then Colt Park. One show gave the two the idea to hold a huge outdoor concert with the Dead, the Allman Brothers and the Band. The resulting Watkins Glen, N.Y., rock festival in the summer of 1973 still holds the record for the largest audience at a rock fest in history: 600,000.

For all their success in the old Hartford venues, Koplik says, "the concert business became real when the arenas were built."

The opening of the New Haven Coliseum in 1973, followed by the Hartford Civic Center in 1974, meant acts and promoters could each make money in the lucrative market here.



EXHIBIT C

FOUNDERS ENTERTAINMENT

Tom Russell and Jordan Wolowitz

Founders Entertainment are the creators and producers of The Governors Ball Music Festival - New York City's largest and most celebrated music festival. Founded in 2011, the festival features the very best in rock, hip hop, electronic, indie, and more. The festival goes beyond music however - incorporating some of the best restaurants NYC has to offer and highlighting up and coming street artists whose style and aesthetic are as eye catching as they are inspiring.

The company has gone on to launch and produce other major events including The Meadows Music and Arts Festival, The Farmborough Festival, and other stand-alone concerts, making them a major player in the North American live event landscape. In

addition to producing their own events, Founders Entertainment provides various event production services and consultation for hire including talent buying, sponsorship procurement, and event production and project management for outside clients.

Founders Entertainment was founded in 2011 by Jordan Wolowitz and Tom Russell - longtime friends, and lifelong Connecticut and New York City residents. They have individually been honored by Billboard's 30 under 30 and 40 under 40 top executive lists.

billboard



40 UNDER 40: MUSIC'S YOUNG POWER PLAYERS

By Billboard Staff 9/12/2014

They're young, they're innovative, they're disruptive. From monetizing bite-sized streams to selling out massive stadiums, these are the progressive leaders reshaping the music industry.

The honorees on Billboard's annual 40 Under 40 Power Players list were chosen by Billboard editors from 600 nominations submitted at Billboard.biz by readers. In addition to the information submitted on the nominees, Billboard considered company market-share information, chart data and more. This year's report was written by Harley Brown, Megan Buerger, Ed Christman, Leila Cobo, Phil Gallo, Andrew Hampp, Gail Mitchell, Glenn Peoples, Mitchell Peters, Deborah Evans Price and Ray Waddell.

JORDAN WOLOWITZ, 30

Partner/Co-Founder, Founders Entertainment

Jordan Wolowitz oversees talent and sponsorship for the Governors Ball festival on New York's Randalls Island, which this year -- headlined by Outkast, Jack White, Vampire Weekend and The Strokes-- drew a record 150,000-plus fans June 6-8. "We cracked the code for putting on a successful major contemporary festival in New York City," says Wolowitz, who tips plans for a separate, new fest in June 2015.

MY FIRST JOB: "My first music industry 'job' was critic for my college newspaper. I wanted free concert tickets."

THE BEST WAY TO MANAGE STRESS:

"Be extremely organized. Drink a lot of water. Exercise regularly -- blowing off steam is very important."



billboard

TOM RUSSELL: 30 UNDER 30

By Billboard Staff 7/1/2011

Tom Russell

Partner - Founders Entertainment

Tom Russell, 27, started out with New Orleans' Superfly Productions (the company behind Bonnaroo) in 2004 while still working toward his degree in marketing and management at Tulane University. He struck out on his own in New York in early 2011 with fellow young movers Jordan Wolowitz and Yoni Reisman. In six weeks, they planned the First Governor's Ball, a two-stage, daylong affair on New York's Governor's Island, which drew 17,500 people on June 18 for a glitch-free inaugural run. "I realized my love for event operations and logistics at Superfly," Russell says. The goal of Founders is to do "events that can have an impact on concertgoers and music lovers. We think big, plan big and hopefully, succeed big."



NYC's Homegrown Music Festival Returns This Weekend

Thursday, June 4, 2015

Contact: Kerri Lyon

Governors Ball combines world-class acts with community investments and partnerships aimed at food instability & promotion of East Harlem economy

Randall's Island, NY- The Governors Ball Music Festival is set to kick off its fifth annual concert on New York City's Randall's Island this weekend. The three-day event will feature 66 musical acts and more than 50 food, art, and cultural offerings. Last year the event generated over \$38 million in economic activity for New York City and East Harlem. This year Governors Ball has expanded a full range of community partnerships and philanthropic local investments that have helped make it New York's premier homegrown music event.

"Governors Ball Music Festival has made giving back to the community a priority. This festival will provide more than just fun – it will help provide opportunity to New Yorkers," said New York City Mayor Bill de Blasio.

"By dedicating resources to empowering the East Harlem community, supporting the New York Police and Fire Widows' and Children's Benefit Fund, and encouraging community service, Governors Ball has demonstrated a strong commitment to East Harlem and the entire city of New York."

"Our festival may be based around world-class music, but our priorities go much deeper than that," said Governors Ball co-founder Tom Russell, of Founders Entertainment. "We recognize the opportunity our hometown provided us and we will always share our success with the communities and the people who have made this all possible. We intend to be New York City's premier music festival for years to come and we will continue to make the partnerships and investments we've made in these neighborhoods the backbone of that commitment."

"This year's Governor's Ball Music Festival will bring career opportunities, local investment, and economic growth to East Harlem and New York City – as well as a weekend of world-class music and talent," said New York City Council Speaker Melissa Mark-Viverito. "With partnerships aimed at fighting hunger, supporting our first responders and promoting small businesses, Governor's Ball has proven that entertainment can be socially-conscious and community-oriented. I thank Governor's Ball and all the volunteers for working with the community to create an exciting and safe event."

Investments in East Harlem and New York City

Governors Ball has invested significantly in East Harlem and throughout New York City. These investments include:

Naming the New York Police and Fire Widows' and Children's Benefit Fund the official charity partner of Governors Ball, with a portion of ticket sales benefiting its charitable organization, Answer the Call.

Allowing concertgoers to earn free tickets to the festival in exchange for volunteering at food pantries in Upper Manhattan and the Bronx. This program resulted in more than 1,200 hours of community service in the months leading up to this festival.

Sponsoring 10 local young people in the Mayor's Fund to Advance New York City's summer youth employment program.

Hiring local residents to fill more than 120 custodial shifts, each paying a living wage.

Offering a free booth to Union Settlement at the festival and providing free job-exposure field trips to local kids the week of the show.

Designating East Harlem's Hot Bread Kitchen the preferred bread vendor for all food vendors and for Governors Ball's own catering.

Providing a free booth for local East Harlem jewelry designer Nicole Romano.

Including East Harlem eco-friendly food truck Neapolitan Express in the food offerings.

"We are so pleased to partner with the Governors Ball Music Festival for a second year," said David Nocenti, Executive Director of Union Settlement. "The event provides job opportunities for young adults in our work-

force development program, and the terrific staff at Founders Entertainment provided our middle school youth with an insider's look at various career opportunities in the music industry. In addition, the event allows Union Settlement to reach out to young people to promote our services and work in the East Harlem community."

"We are extremely grateful to the Governors Ball team for giving us this opportunity to support the families of our fallen heroes. They have shown once again that New York Takes Care Of Its Own," said Arielle Lenza Di Ciollo, Director of Development at the New York Police and Fire Widows' and Children's Benefit Fund. "We hope that the thousands of attendees will take some time in between the all-star performances to stop by and charge their cell phones at our tent. After all, you can't 'Answer the Call' without a working phone."

"This year, Governors Ball is a real testament to public and private partnerships," says PJ Brice, CEO of Cheeky, the paper plate company committed to ending hunger. Cheeky is supplying the festival with plates and cups and helping bring awareness to the issue of food insecurity in New York City and throughout the U.S. through an interactive art installation. "Governors Ball is a good time that does a ton of good for the community."

About Governors Ball

Founded by three New Yorkers and still New York City's biggest homegrown music festival, Governors Ball is poised to celebrate its tenth year with the September 24-26 concert. Governors Ball has also made significant investments in East Harlem businesses and job-placement services for local residents. Past Governors Ball community investments have included significant financial contributions to the New York Police and Fire Widows and Children's Benefit Fund, and to the charitable Mayor's Fund to Advance NYC in the wake of last year's explosion in East Harlem. Governors Ball has also partnered with New York City social service organizations to raise awareness of their efforts to house, feed and clothe some of New York's most vulnerable communities.



Conclusion

This proposal is for discussion purposes only and does not contain all of the material business or legal terms of the proposed transaction; it is merely intended as the basis for preparation of a draft agreement between Harbor Yard Amphitheater, Founders Entertainment, Live Nation and the City of Bridgeport and subsequent negotiation by the respective parties. The parties mutually intend that neither shall have any binding contractual obligation or liability to the other regarding this matter (including, without limitation, any obligation to negotiate concerning this matter) unless and until formal documentation has been prepared, duly approved and fully executed and delivered by the parties in their sole discretion. Neither party makes any warranty or representation to the other that acceptance of this document will guarantee the execution of an agreement. All costs incurred by either party prior to the full execution and delivery of an agreement by the parties shall be at the sole risk of the party incurring such costs.



August 10, 2021

The meeting of the Board of Park Commissioners was held on Tuesday, August 10, 2021, at 5:00 p.m. This meeting was conducted by Zoom/Teleconference. The public had access to this meeting by calling the following conference line and then entering the conference code:

Dial to join Zoom Meeting by Phone:
1 (929) 436-2866 US (New York)
1 (877) 853-5257 US Toll-free
1 (888) 475 4499 US Toll-free
Meeting ID: 812 6433 2578
Passcode: 992419

Mr. Labrador said that this meeting is being conducted with the authority issued by the Governor of the State of Connecticut and read the following:

Tonight's meeting of the Board of Park Commissioner is the regular monthly meeting for August 10, 2021 and is being conducted by electronic means as authorized by Governor Ned Lamont executive order 7B which was issued on March 14, 2020, and which the Public has electronic access to witness this meeting.

The recording and transcription of this meeting will be posted on the City Clerk's website within 7 days.

Mr. Labrador asked that everyone abide by the Governor's request and directives contained in his various executive orders: 7 through 7J, with additional orders to be forthcoming.

OPENING CEREMONY

ROLL CALL

Present: President Labrador, Vice President Brideau, Commissioners: Cotto, Wade, and Hosier, Clerk Ellen M. Gerrity. Absent was Craig A. Nadrizny, Acting Public Facilities Director, Also, in attendance were Luann Conine, Recreation Superintendent, Stephen Hladun, Special Project's Coordinator, Luis Burgos, Manager of Roadway and Parks Services and Lee Nastu, Recreation Coordinator. with Angel DePara, Database Administrator, presiding as host of the meeting.

After determining there was a quorum, Mr. Labrador called the meeting to order.

APPROVAL OF MINUTES OF JUNE 8, 2021 PARKS BOARD MEETING

On a motion made by Mr. Brideau, seconded by Mr. Hosier, it was unanimously voted to approve the minutes as presented.

APPROVAL OF MINUTES OF JUNE 28, 2021 SPECIAL BOARD MEETING

On a motion made by Mr. Cotto, seconded by Ms. Wade, it was unanimously voted to approve the minutes as presented.

August 10, 2021

PUBLIC SPEAKING FORUM:

Due to the public health emergency, public speaking will be by written testimony only**

Please submit written testimony to Ellen.Gerrity@bridgeportct.gov by 4:30 p.m. on Monday, August 9th***

OLD BUSINESS

Below, please find the minutes and motion made by the Board of Park Commissioners at their meeting of Tuesday, August 10, 2021, for the Sound-on-Sound Festival at Seaside Park during the weeks of September 17th and September 24, 2022 and the annual use thereafter.

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August 10, 2021

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OLD BUSINESS

1. Howard Saffan, Managing Member, Harbor Yard Amphitheater. LLC, requesting to speak to the Parks Board about holding a proposed Seaside Park Festival "Sound on the Sound Festival 2022 on Saturday, September 24, 2022 through Sunday, September 25, 2022 for the Sound-on-Sound Festival, and possibly a Country Festival the weekend of September 17, 2022 through September 18, 2022.

Mr. Saffan said that he appreciates the Commissioners time and efforts.

Mr. Saffan said that they are proposing to have a Sound-on-Sound contemporary music festival, and the second festival would not be a country festival but would rather be a Vibes type festival which in today's parlance is called more of a jam band festival.

He said with him this evening is Jim Koplik, President of Live Nation Connecticut, and Upstate New York, Tom Russell and Jordan Wolowitz Founders Entertainment and creator of the Governors Ball Music Festival and himself who is the principal of Harbor Yard Amphitheater commonly known as the Hartford Healthcare Amphitheater.

He said they are before the Board tonight seeking to bring back the festival business to Seaside Park and are extremely passionate about bringing music to Seaside Park and they feel that there was a tremendous void when the Gathering of the Vibes left Bridgeport and with the opening of the amphitheater here, they would like to make the City of Bridgeport the

August 10, 2021

entertainment capital of Connecticut and they think that the festival, which will bring anywhere from 50,000 to 100,000 people into the City of Bridgeport will do as such.

Mr. Saffon asked Mr. Russell to give the Commissioners a little overview of their proposal.

Mr. Russell said that he is with Founders Entertainment and that their big event, The Governor's Ball has been in New York City for 10 years now, and they are so excited about the opportunity of launching Sound on Sound and a jam band event at Seaside Park.

He said that Sound-on-Sound would be a two-day event that would draw around 35,000 people per day.

He said that there will be two stages and for some illustrative talent examples they were thinking of Stevie Nicks, Lionel Richie, The Lumineers, Eddie Vetter, Leon Bridges, among others.

He said that this programming appeals to a little bit of an older demographic which would be more family focused and, as such, there'll be family activities there and a nice food and beverage program.

Mr. Russell said that the activities, sponsorship activations of course bathrooms and the entire setup of the events will be similar to how the Gathering of the Vibes had it, it will be fully enclosed and fenced off.

He said that there will be scrim on the fence; they are known for producing a top-class world-renowned festival in New York and they would bring the same expertise to Seaside Park for the Sound-on-Sound event.

He said that they work with a concessionaire that focuses on large scale music festivals and they also work on events such as the PGA Tour and Cirque du Soleil.

Mr. Russell said that they also work closely with all State liquor authorities to make sure everything is aboveboard and follow all laws and regulations.

He said they always try to make a big effort to work with local vendors and local community groups as much as possible; this applies to their food and beverage program they commonly reach out to local restaurants, breweries to integrate them into their event and they often work with community groups to run volunteer efforts to further causes that are important to the Community.

He said that oftentimes they like to ask the Parks Board and Department and City Council and local residents as to what issues around them impact them the most and how can they use their program to run a volunteer program that can give back.

August 10, 2021

He said that they have had a lot of success with this at the Governor's Ball with their golf ball give back program.

He said that 10's of thousands of hours has been contributed to helping local food pantries and it is something that they are really proud of, and they work really closely with the New York City Council and the mayor as well.

Mr. Russell said that everything will be ticketed, of course and they run their festivals with RFID technology so people who buy a ticket get a wristband with RFID technology in the mail and when they arrive at the festival, they scan their wristband and they're in.

He said that this allows them to have a lot of control and to have a lot of eyeballs as to how many people are in the venue, where they're moving to make sure that everything is as safe and sound as possible.

Mr. Russell said that about safety, they work with multiple security vendors on all their events, and they work incredibly closely with the local police department, fire department, Economic Development, Mayor's Office, Parks Department, and any organization that touches the event they work very closely with and he is proud to say that they have had one of the best reputations in New York City over the past 10 years.

Mr. Russell said that the jam band event that Mr. Saffan mentioned would be similar to Sound on Sound, but more focused on a certain genre of music jam bands such as modern-day Grateful Dead.

He said that one thing he does want to mention is that for someone who attended the Gathering of the Vibes many times in his younger years; this event will be much better produced and much more buttoned up.

He said that this is something that they would bring to the table and their experience and expertise; between himself, and his team, Howard Saffan and his team, Jim Koplik, and his team,

They are three of the best in the business of what they do, and they are thrilled at the opportunity to bring these unique very cool events to Bridgeport and bring back festivals to the Community.

Mr. Saffan said that he wants to add a little bit to the business plan.

He said that 5% of the gross ticket prices will go to the City of Bridgeport so they are talking about somewhere around \$350,000 to \$500,000 a year, of which a part of the proceeds will go towards the Parks Commission's budget.

He said that additionally, they will pay for all expenses, including police, fire, etc.

August 10, 2021

He said that they have already met with economic development, the police chief as well as the fire chief and in addition to all of this, they will annually donate \$50,000 to the Parks Commission for discretionary purposes, specifically for either the parks or the use in the south.

He said that what they are doing is seeking a long-term commitment with the City of Bridgeport and the Parks Commission and their investment will be somewhere between \$5 and \$7 million dollars per festival is substantial and it is truly them saying that they love Bridgeport and want to be a part of Bridgeport and make a long-term commitment.

Mr. Saffan said that they are looking for the use of the parks on an annual basis, the second and third week of September, they believe that the economic impact of both festivals will be as great as \$50 million on the City of Bridgeport.

He said that they are respectfully seeking the Park Boards vote this evening and approval for the weeks of September 17th and September 24, 2022 and the annual use thereafter.

Mr. Saffan thanked the Board and said they are open for any questions the Board may have.

Mr. Labrador said that as Chairman of the Board of Park Commissioners, he is concerned about the safety of the people who attend our parks, on a daily basis, the safety of the people that they may have coming to their event and the safety of their staff during these events.

Mr. Labrador also said that the beauty of Seaside Park has been instilled in him by a previous Parks Director and how we should try to maintain that beauty so the people of Bridgeport can also take advantage of this beauty.

Mr. Saffan said that safety is first and foremost at the amphitheater here and this past Saturday night they had a hip hop/rap show, and he thinks if you ask anybody, you will find that it was incredibly peaceful, it was safe because they overdo it with their security.

He said that they met with the police chief on several occasions and the City of Bridgeport on several occasions, to make sure, everything was mapped out.

He said they always have a plan with the fire department, as well as the police department.

He said that when he formally ran the Webster Bank Area, his reputation in the community was that he always put safety first and foremost.

Mr. Hosier said that the one thing he did not like when the Gathering of the Vibes was at Seaside Park, was the fencing that was put up; he didn't think that it enhanced the park.

He asked if there is any way that they can put banners or enhance the fence to make it look more professional and attractive.

August 10, 2021

Mr. Saffan said that when they renovated the baseball stadium their center field was wrapped with graphics because there is nothing that is more distasteful than a chain link fence and at no point whatsoever will that happen at Seaside Park.

He said that aesthetics, is very, important to him and if they've come through the amphitheater, they will see the attention to detail that they take.

He said that Seaside Park is beautiful, and Olmstead had a vision, and they want to enhance that vision and to be able to encompass Long Island Sound, the last thing they would want to do is bring down the people coming into Bridgeport's Seaside Park by seeing a chain link fence.

He said that this will be a very high-end festival with no camping, RV's, or partying; this is something that they can brag about and show off the City of Bridgeport and how beautiful Seaside Park is.

Mr. Hosier thanked Mr. Saffan.

Ms. Wade said that Mr. Saffan answered the questions she was going to ask.

Mr. Cotto asked if Mr. Saffan was looking to secure the dates.

Mr. Saffan said that they are.

Mr. Labrador said that he guesses that they would secure the dates from the Board of Park Commissioners and they would then work out a contract with the City of Bridgeport.

Mr. Saffan said that the way the Gathering of the Vibes did it was to secure the dates then they worked out long-term contract with the City of Bridgeport based on a date schedule then subsequently sit down with Economic Development, then seek approval from the City Council.

Thomas Gill, Director Economic Development said that what the gentleman are looking for is to have a long-term arrangement, so that they can continually be able to look at and book acts during the year because it very hard to have these festivals on a one-shot deal.

He said that in the past, City Attorney Pacacha would draw up the contract and once it is in place it went to the Common Council for their approval as do all contracts.

He said that in New York with the Governor's Ball they have a long-term arrangement and it only makes sense for them to have that same type of arrangement, so that they can have consistency in their planning in their logistics and their setup; so that would they are looking for and what the City of Bridgeport is supporting

He said that he sees tremendous economic benefits not only directly but indirectly to the City of Bridgeport.

Mr. Gill said that the first night that the Amphitheatre was open all of the restaurants in the downtown area, including those at Steel Point unfortunately, had to turn people away because they were so booked and that's the kind of economic benefit that the City wants to see happen in the City of Bridgeport on an ongoing basis, so he would strongly recommend that the Commission look at securing those dates on a multiyear basis, as opposed to year to year, so that these gentlemen can plan on a regular basis and enter a contract that not only secures them but also secures the City relative to what they are promising and so forth, so that would be the City's recommendation.

Mr. Hosier said for clarification, the contract goes to the City Attorney's Officer first?

Mr. Gill said that once they establish and hold the dates on an ongoing basis, then the City Attorney's Office would draw up the contract and that contract would be sent to the City Council for approval of the contract only.

Mr. Hosier asked that the Parks Board be sent a copy of the contract.

Mr. Gill said that that once the contract is drawn up and reviewed by the Park Commissioners and everybody is satisfied with the contract, then it would be forwarded to the City Council for their ultimate approval.

Mr. Hosier asked if that was for a lease.

Mr. Gill said that it was.

Mr. Labrador said that what he is hearing from people is that the last event held at the Amphitheater was a financially positive situation for many of the restaurants in the area.

Mr. Saffan said that is correct and they have had several concerts since then, and in fact, today they announced a huge concert that they are proud to say sold out in a matter of minutes, so

He also said that they have book the group Greta Van Fleet for two different nights and you cannot get a room at the Holiday Inn and the restaurants are also already booked up, so the economic impact is huge.

Mr. Labrador asked the Commissioners if they had any other questions for Mr. Saffan and if there are no other questions, he is looking for a motion from the Commissioners to either approve or disapprove their event.

On a motion made by Mr. Hosier, seconded by Mr. Cotto, it was unanimously voted to approve the weeks of September 17th and September 24, 2022 and the annual use, thereafter, pending

August 10, 2021

final approval from the City Attorney's Office, Board of Park Commissioners and Common Council.

Mr. Labrador said he is looking forward to seeing the contract and he wishes them much luck with their event.

He said that as long as this is having a positive impact in our city and the community surrounding our city and beautifying our parks, that is something he always looks forward to.

Mr. Saffan thanked the Board for their faith in them and he looks forward to cutting the ribbon next September and they hope that they make the impact that they believe they can for the City of Bridgeport.

On a motion made by Mr. Hosier, seconded by Mr. Cotto, it was unanimously voted to allow Charles M. Carroll to speak to the Board regarding the City of Bridgeport in conjunction with the Barnum Festival's request to hold a firework display at Seaside Park on Sunday, September 5, 2021, with a rain date of Monday, September 6, 2021.

Mr. Carroll said that the firework display event is in celebration of BPT200.

He said that the Barnum Festival was not able to hold their fireworks display in June and since things are getting back to normal, he said that they are requesting to hold the event on Sunday, September 5th, with a rain date of September 6, 2021.

Mr. Carroll said that as usual the permit will be signed off by all the City Departments and the proper insurance policy will also be submitted to the City.

Mr. Labrador said that the Barnum Festival has always provided great entertainment to the City of Bridgeport and he wishes them all the best with their event.

Ms. Conine said that she misses Mr. Carroll when he was both Public Facilities Director and Parks Director with the City of Bridgeport and said he got things done.

Ms. Gerrity and other employees reiterated Ms. Conine's sentiments.

Mr. Carroll thanked everyone.

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to approve the event with the usual stipulations.

2. Patrick Dixon, requesting to use the Seaside Park Band Shell and adjacent area to hold a cultural music festival from Thursday, September 16th through Saturday, September 18, 2021, to begin at 2:00 p.m. each day.

August 10, 2021

On a motion made by Mr. Hosier, seconded by Mr. Brideau, it was unanimously voted to table the event due to lack of representation,

3. Christy Duffy Acevedo, requests to obtain a park permit for the purpose of playing cricket at Seaside Park, in the area at the end of Barnum Boulevard.

Mr. Duffy Acevedo asked that the Minority Enterprise Bridgeport Labs to receive a permit to play amateur cricket at the west end of Seaside Park away from the ball fields.

Mr. Duffy Acevedo said that last time he met with the Parks Board, their location request did not coincide with other teams that that played there.

Mr. Labrador asked if he was looking for a permit to temporary host a few games of cricket at Seaside Park or is he looking to develop something that will be up for a long time?

Mr. Duffy Acevedo said that they are interested in doing a few games in order to get the amateur league interested in Bridgeport.

Mr. Labrador asked if he had spoken to anyone in Parks and Recreation in regard to hosting cricket games at Seaside Park?

Mr. Duffy Acevedo said that Mr. Castillo said he spoke with someone in Parks and Recreation.

Mr. Labrador asked Mr. Nastu, Recreation Coordinator if he had spoken to anyone.

Mr. Nastu said that he had not.

Mr. Labrador asked if a permit would have to be issued for the area in question?

Mr. Nastu said that it would have to be a new permit issued, currently the area is used for overflow parking at Seaside Park.

Mr. Labrador asked Mr. Duffy Acevedo to visit Seaside Park to see if the area will accommodate what they are looking for.

Mr. Cotto asked if the Checkpoints would be open on the dates being requested.

Mr. Labrador said that they can look at that when they visit Seaside Park.

Mr. Labrador said that he wants this to work out for him the easiest way possible and at a cost-effective way.

August 10, 2021

Mr. Labrador asked Mr. Duffy Acevedo to make an appointment to visit Seaside Park with Luis Burgos, Manager Parks and Recreation, and Lee Nastu, Recreation Coordinator to scout out an acceptable location for a cricket field.

Luann Conine, Recreation asked that she be included when they go to the site.

Mr. Brideau asked that the meeting be held and to get their location and dates and to come back to the Park Board for approval.

Mr. Duffy Acevedo said that he is asking for a process to be done that makes sense for the parks.

Mr. Duffy Acevedo said that he knows that this is not an overnight process, but he does need the Parks Board and Parks and Recreation Department's help.

Mr. Duffy Acevedo thanked the Board for their help, and he will speak with personnel of the Parks and Recreation Department.

NEW BUSINESS

4. Gail Robinson, Ph.D., President, and Rick Landau, Member, Ash Creek Conservation Association, Inc., 20 Haddon Street, #3, Bridgeport, CT, requesting to speak to the Park Board regarding the sandspit at St. Mary's-by-the-Sea at the mouth of the Ash Creek tidal estuary.

Ms. Robinson thanked the Board for allowing them to bring this issue to their attention.

Ms. Robinson shared photos of the Sandspit with the Board

She said that they are coming before the Parks Board Commissioners because Mayor Ganim suggested that they address the Board on this issue in terms of the erosion.

She said that they want to go through the photos to show them a comparison of the sandspit 10 years ago and an aerial photo of what it looks like now.

She said that it lost a lot of land and it is narrower, shorter, and also lower in height.

She showed another view of the sandspit, Great Marsh Island and the channel that Fairfield dredges for their marina and what it would look like if they lost the sandspit.

She said that within 15 years they are projected to lose the sand spit and if they lose the sand spit, they will also lose Great Marsh Island and then the rest of the title wetlands would be destroyed.

August 10, 2021

She said that the sand spit used to be entirely in Bridgeport, but in 1954 Fairfield acquired the rights to the tip of the of the sand spit so it has to be jointly managed by both Fairfield and Bridgeport.

She said that they are concerned about the sands spit because they could see it was eroding so they commissioned a scientific analysis of the sand spit after the 2019 dredging by Fairfield where there was a lot of damage.

She said that Brian Quinn of One Nature and Steven Danzer PhD & Associates LLC, who've done a number of projects for them, including their master plan in 2012, and they discovered a loss of 60 linear feet.

She said that they also found that the high point of the sandspit had retreated, so they lost height and linear feet in the sand spit and they have projected that if nothing is done it will disappear in 15 years by 2036.

Ms. Robinson said that if the sandspit goes, they will also lose Great Marsh Island and they have already lost 25,000 square feet of the island.

She said that that may be due to increased wave action caused by the reduction in the size of the sandspit.

She said that they have a number of homes that are going to be affected if they lose the sandspit, Great Marsh Island and the title wetlands.

She showed multiple areas that could become chronically inundated because the title wetlands serve as a sponge and the sand spit attenuates waves from storms as they come in and Great Marsh Island serves as a second barrier to the waves, as they come in.

Ms. Robinson said that Storm Sandy was not even a category 1 storm, so if we get a category 1 or category 2 hurricane, it could take out the sand spit in one shot.

She said that what is causing the erosion, are natural events like larger unpredictable storms, rising sea levels from global warming and the Fairfield jetty that prevents sand from coming down the coastline, the dredging that they have been doing since the 1950s removes sand from the sandspit and they do not put it back on the sandspit.

She said that Fairfield's last dredging was the worst and it caused them to contact the Town of Fairfield and Connecticut DEEP, and it was DEEP who requested more information and that resulted in them commissioning the scientific report.

Ms. Robinson said that the dredging trends from Fairfield have been increasing greatly over the past few years, and the reason Fairfield is giving is that the boats are getting larger they have bigger hulls.

August 10, 2021

She said that we shouldn't let our title wetlands be destroyed to accommodate boaters at the Marina.

She said that the boaters are not going to go away, but the dredging does not have to be so aggressive.

She said that they made recommendations for Fairfield dredging: 1) a five-year permit when the renewal comes up in 2023, and that is something that Bridgeport has a say in. 2) Stopping the trend of deeper and wider dredging to accommodate larger boats. 3) Protect the title wetlands and then replenishing the sand on the sand spit every time they dredge instead of taking the sand and putting it on Jennings beach and 4) Remediating the damage that was done by the 2019 dredging.

Ms. Robinson said that what they would like to see is for Fairfield and Bridgeport to use Federal funds for habitat restoration of the sand spit.

She said that there is over 3 billion dollars of funds that are being released during this administration from the Federal Government for things like habitat restoration and they actually have a shovel ready plan that they created in 2014 and they almost had Fairfield and Bridgeport to agree to move forward with it and use the funds from Storm Sandy, but unfortunately that did not happen; there was a change in the administrations in both municipalities and by the time everything was in place the people in charge were gone.

She said that they would like to see Fairfield and Bridgeport to jointly manage the title estuary, including the sandspit, because this is our title wetlands, and they are really precious, and we do not want to see them go away.

She said that they have the shovel ready plan which has to be updated, for the conditions that the sandspit is in now; the cost was about \$300,000 back in 2014 but is probably \$500,000 by now because construction costs have gone up and there has been greater deterioration of the sand spit.

She said that they have been trying to set up meetings with officials in Fairfield and Bridgeport to explain the erosion problem.

She said that Fairfield's first select woman agreed that they could meet with officials in her municipality, and as soon as their Director of Conservation comes on board, they will be meeting with that person their City Engineer Bill Hurley and others.

She said that they have been trying to get a meeting going with officials in Bridgeport and they have turned them over to the Board of Park Commissioners.

She said that they were able to get Steve Stafstrom to get the Connecticut Deep to ask Fairfield and Bridgeport to join them in a meeting in the fall as well as themselves, to address this larger erosion issue and the 2019 dredging destruction.

August 10, 2021

She said that they want to go after this major funding and implementation, but it is not their land it is Fairfield and Bridgeport's land, so of course they have to go through the municipalities, but they are willing to help out and partner, just like they have on the park restoration, because they know Bridgeport does not have a Conservation Commission.

She said they eventually would like Fairfield and Bridgeport to jointly manage the title estuary.

Mr. Labrador said he does not know a lot about dredging but he thought the Army Corp. of Engineers would be involved in this project.

Ms. Robinson said that they are, but they always ask them to refer people over to Bridgeport's Conservation Committee, but Bridgeport does not have a Conservation Committee.

She said that they would like to speak to City Engineer Jon Urquidi, or whatever equivalent to the same officials in Fairfield.

She said that she would like to fill people in and just have a discussion with the right Bridgeport officials, and she understands that the Parks Commission are not experts but maybe the Board could influence the proper City Officials to meet with the and the Connecticut DEEP.

Mr. Labrador said that he would like to go out to the site to see it for himself and see what they are speaking about.

Ms. Robinson said that the Parks Manager Luis Burgos and Deputy CAO Director John Gomes, and their Council representative have already gone done to the site and they would be happy if he walked the site also.

Mr. Labrador said he will also make a call to the Mayor's Office to convey to them what they are going through.

Ms. Robinson thanked the Board for listening to her this evening.

Ms. Donna Curran said that she is on the Board of the Ash Creek Conservation Commission and wanted to thank the Board for listening to them tonight and said that the area they are talking about is like an extension of St. Mary's By-The-Sea and it is a passive park where people come to sit and fish and although it is not safe to swim, it is part of the beautiful coastline that extends from the Fairfield boundary all the way up through Seaside Park.

She said that they feel that while the Parks Board may not have the engineering expertise, they certainly have the protection and the love of the parks, on their part of the mission they are hoping for and they will be able to help them and thanked the Parks Board very much.

August 10, 2021

5. Pete Spain, 280 Grovers Avenue, Bridgeport, CT to speak about the Preserve at St. Mary's-by-the-Sea, 1.7-acre Bridgeport public park and its restoration.

Mr. Spain said it was great to Gail Robinson, President, Ash Creek Conservation Association who had a big part in the restoration of the park restoration.

Mr. Spain said that he appreciates the Board hearing him tonight.

Mr. Spain said that he loves coming before the Parks Board, they are the most solution minded unpaid Board of public servants he has ever seen.

Mr. Spain shared a picture taken in the past couple months of the restored Preserve at St. Mary's by-the-Sea. He said that Parks Board will remember this park costal woodlands just across the street from the sandpit they were just talking about.

He said that the park used to be an overrun weed patch with invasive plants and trees like the Tree of Heaven "Ailanthus".

He showed what the park looked like in 2018 and how it looks today with all the new native planting, put there thanks to donations by Gail Robinson, Donna Curran, Bruce Hubler, Rick and Barbara Landau and himself.

He said that this is an exciting project because when people go to St. Mary's By-the-Sea they are experiencing this transformation.

Mr. Spain said that with the nontoxic removal and persistent mitigation of invasives like that Tree of Heaven planting of soil tolerant native trees and shrubs or a better city park that over time they think it will contain the invasive, reduce maintenance, and boost resiliency in the park.

He said that it is astounding with recent donations that they are now up to almost \$50,000, with private donations made to the Ash Creek Conservation Association, with a recent donation of \$10,000 from the Vincent J. Coates Foundation and an additional \$500 donation from Bruce Hubler for quality native trees(s) to support and speed progress to date with keeping their community engaged.

Mr. Spain said that to date, over 50 native trees have been planted within the beautifully fenced area of the park that Steve Hladun and Luis Burgos did a great job in getting the great contractor that won the bid.

He said that the memorial stone was beautifully placed, and the clovers seeded in front, which is great for our pollinators and for reducing erosion and mowing.

Mr. Spain recommended that the Parks Board read the book "The Nature of Oaks", by Douglas W. Tallamy.

August 10, 2021

He said in the book it states “that if we get rid of all the native plant and trees in the park there will be 96% less food in the trees and bushes for our wonderful birds and caterpillars and all those great butterflies, but if you get natives like they are doing now you more than double the food for the native’s wildlife”, which is great, so if you don't want to read the book please watch the video.

Mr. Spain said that they are two years in now working at the park and they wanted to take a closer look on the grounds, and at the end of March they enlisted arborists’ from Oliver Nurseries & Design Associates to take a closer look at the park.

He said that they wanted to get a third party to review how are they were doing and arborists from Oliver’s came over for free and were impressed with what they have done so far.

He said that there were a couple things that they could learn from though, when we bring trees in that we pay, we should make sure that they were not damaged in the process and we should not accept damaged trees.

Oliver’s also noticed that some of the trees were planted about 10 inches deep and that means that in five years those trees would be dying.

He said that with funds raised from the Community and with great cooperation from Steve Hladun and Luis Burgos from the Parks Department they got Oliver’s to dig the trees up, raise, replant, feed and fix them and then they used organic sustain and currently the trees are looking really nice,

He said that they even have some new plantings such as the Pin Oak which can be home to more than 500 species of caterpillar and the American Holly which both will be here beyond our lifetime and they are going to provide shade and beautiful park land for generations.

He said that the Parks Department has done great maintenance, they had a dead stick tree removed by Northeast Horticulture in late July.

He said that Steve Hladun also kept on top of important things such as taking care of the Emerald Ash Borer infestations that could have really gone on to spread, but he got professionals in and contained it.

Mr. Spain said also removed was the Spotted Lanternfly which is a threat to 50% of hardwoods and fruit trees in our northeast section, by getting rid of the invasive’ s, like the Tree of Heaven, which was their host, to take over.

Mr. Spain said that he is here tonight to request the Park Board and Parks Department’s help to get a second cardboard application sometime by the end of the year in the area of the fence where there's still islands of these invasive mugwort.

August 10, 2021

Mr. Labrador said that he would like to sit down with Mr. Hladun, Mr. Burgos, and Mr. Nadrizny to see exactly what supplies they have or what they will need to get in order to do the job and they would be more than happy to help out in whatever way they can.

Mr. Spain that he appreciates the Park Board's cooperation, and he understands there are details to work out.

He said that they will keep watering the area and have used 2,400 gallons so far which has cost them less than \$50.00, which was paid by the ACCA and because the neighbors let them do it; they did not have to go through the Aquarion Water Company.

He said that they would like to finish the native plantings with Oliver's Nurseries for the rest of the year and into 2023, which will be paid for by ACCA, community donations and in cooperation with the Parks and Recreation Department.

Mr. Spain said that lastly, they have planted \$1,000.00 worth of clover near the outside of the fence called the meadow area, he requests that the Parks Department let the clover grow by not mowing low.

Mr. Labrador asked if he could meet Mr. Spain on Thursday and Mr. Spain agreed.

Mr. Spain said that as always it was his great pleasure meeting with the Board of Park Commissioners and wished them a good night.

6. Charlie Dowd, Deputy Athletic Director, Sacred Heart University, requesting to speak to the Board regarding to hold a Cross Country Meet at the D. Fairchild Wheeler Golf Course on Saturday, October 15, 2022, and to explore the possibility to shoot off fireworks at the Golf Course's Black Course's 5th fairway on Friday, October 22, 2021.

Mr. Dowd said it was good to see the Commissioners, and he appreciates their time.

He said that as of last Thursday the scoreboard at Veteran's Memorial Park is up and running, and they have done some training on operating it and he has left a message for Lee Nastu to coordinate with him in showing him how to operate the scoreboard.

He said that it is a terrific piece, and he thanks the Board for getting their help in getting it done.

He said that he has a long-term project and a short-term project to ask the Board about.

He said that that his cross-country coach has requested the opportunity to conduct a cross country meet next October 15, 2022, and that the initial event would be a three to five team event approximately three-mile course on the red course, that runs parallel to Park Avenue, and they would have to close the course on Friday approximately 4:00 p.m. to 4:30 p.m. so they could mark off the course with markings that are non-permanent.

August 10, 2021

He said that a male and female would run first thing Saturday morning and the golf course would be operational no later than noon.

He said that he has spoken with the Pro Stephen Roach who would know how many people that would usually play at that time and they would reimburse greens fees for that time

He said that he is sure that Mr. Roach has the historical data for how many golfers that would be golfing on the third Friday and Saturday in October of each year.

He said that the red course is optimal for a cross country race, it would be challenging but is flat enough so it wouldn't impact, the health and welfare of their runners.

Mr. Dowd said that Christian Morrison who is their longtime cross-country coach has run on the course in the evening and he thinks it would be a great way to bring some outside folks into Bridgeport from a spectator perspective as well as showcase one of the two jewels of the two jewels of the Golf Course, the red course.

Mr. Dowd asked that the Board consider Sacred Heart's request.

Mr. Labrador said that he would like to visit the site with him to see exactly where they would run.

Mr. Dowd said that he would welcome that opportunity.

Mr. Labrador asked Mr. Brideau who is a golfer if he has any questions.

Mr. Brideau asked Mr. Dowd why they want to use Fairchild Wheeler Golf Course instead of using their own golf course Great River.

Mr. Dowd said that the Fairchild Wheeler Golf Course is adjacent to Sacred Heart University and that Great River is slanted and would be a challenge for the runners and it would not be a healthy scenario for the runners

Mr. Brideau said that he does not understand; he said that the golf course is busy all during the year especial at that time.

He said that he thinks the golfers would be very unhappy with this idea.

He said that the golfers might understand a golf tournament but not a track meet.

Mr. Dowd said that he understands, and that is why he has asked Mr. Roach about the green's fees during that time, how many golfers it would impact and whether or not the Black Course could accommodate them.

August 10, 2021

Mr. Dowd said that it would be two to three hours on the Friday and two to three hours on a Saturday.

Mr. Brideau said that he does not think this is a good idea.

Mr. Dowd said that he understands, and he would like to take Labrador's offer up and ride with them on the course and show him the cross-country site and revisit this vote at another time.

Mr. Brideau said that he does not think the fireworks is a good idea either.

Mr. Dowd said that they have done this in the past when Charles Carroll was Public Facilities Director without causing any damage to the golf course.

He said that that would contact Zambelli Fireworks who he has contracted with many times before at the Blue Fish Ball Park and has never had an incident with them before.

He said that they would have their cleanup crews on the course at 5:00 a.m. the next morning in time for the course opening.

He said that they would be open to reimburse any lost greens fees.

Mr. Brideau said that they would definitely need to reimburse green fees because they would have a lot of people playing on the course at that time.

Mr. Dowd said that he walked the golf course two weeks ago anticipating this meeting and the golf course is in terrific shape and they intend to leave it in terrific shape; he is just waiting for Mr. Roach to give them the detailed numbers regarding greens fees at that time.

Mr. Labrador asked if any other Commissioners had any questions.

Ms. Conine thanked Mr. Brideau for speaking up.

Ms. Wade asked why they do not want to have the fireworks at Veteran's Memorial Park?

Mr. Dowd said that the fireworks would be part of the first day of basketball practice and their student athletes and students will come out to the football field to observe them.

He said that they would love to have the fireworks there, but they need 400 feet of space, which is required by the state to set up the fireworks in order to be safe and you have to be at least 400 feet away from spectators when you're setting up fireworks.

Ms. Wade asked Mr. Dowd if they had notified Cambridge Manor that they may have fireworks at that time.

August 10, 2021

Mr. Dowd said that if they are approved, they would definitely make them aware of the fireworks display.

Mr. Labrador said that he would like to take a ride over to the area for the meet and fireworks display so he can get back to the Board on his observance of the area.

Mr. Dowd said that the fireworks decision would have to be done in a timely manner since the state permitting process is a timely issue and then they also have to get on their calendar of events, but if Mr. Labrador is available sometime later this week, he would be happy to do so.

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously voted to deny both requests.

7. Frederick T. Garrity, Jr., Executive Director CT United Ride, requesting to end the 20th Annual CT United Ride on Saturday September 11, 2021, at the Seaside Park Casino Bathhouse area. Their main sponsor is the Uniformed Professional Firefighters Association of CT (UPFFA of CT) and all monies raised over expenses go to the CT State Firefighters Emergency Relief Fund, and CT Police Officers Relief funds (The Hundred Club of CT).

Mr. Garrity said that they are again asking to end the CT United Ride at Seaside Park on Saturday, September 11, 2021.

He thanked the Board and City of Bridgeport for their 20-year partnership and said the reason they have had such a successful event is because they have such a beautiful spot where they land every year.

He said that last year was the first year they were unable to hold the event due to the pandemic that took over everyone.

He said that this year they are starting from Sherwood Island because their usual starting point has too much construction equipment on it.

Mr. Garrity said that will follow the same route, they will be there at the same time, and on behalf of the uniform professional firefighters they are asking to again have permission to end the Connecticut United Ride at Seaside Park as they've done for the past 20 years.

He said that this year they are dedicating the ride to Connecticut State Trooper Eugene Kenneth Baron, Jr, who died in May 2020 from cancer contracted while he assisted at Ground Zero; New Haven firefighter Ricardo Torres, Jr, who died in May 2021 from injuries sustained on the scene of a house fire; and New Haven Fire Lieutenant Samod Rankins, who was critically injured in the same house fire that took the life of Torres.

August 10, 2021

He said that New Haven fire fighters will be there as well at state and local police along with the governor and senators at the start of the ride.

He said that Bridgeport is a very strong part of the ride and as Mr. Cotto knows when Bridgeport police helped get the ride off the ground in 2001 two weeks after 911 and we are proud to continue the ride and again and ask for the Park Board's support yet again after 20 years.

Mr. Labrador asked if the Commissioners had any questions?

Mr. Cotto said that his only concern is that the COVID guidelines are met so there are no problems.

Mr. Labrador said that the permit Mr. Garrity must have signed off will make sure that they follow all COVID rules.

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to approve the event with the usual stipulations.

Mr. Labrador wished Mr. Garrity success with his ride, he knows they do a great job and asked him to thank his volunteers for the service that they provide to a cause he's been doing for over 20 years.

Mr. Garrity thanked the Commissioners and said that as they know the ride has grown since their first year with 500 people that went for the ride to now where he is having meeting with the state and local police officers in ten towns and the hundred cadets that help with traffic and the Park Commissioners that are a big part of the ride.

Mr. Labrador thanked Mr. Garrity and said it has been a pleasure to have met him and to see that he continues to fight the fight for those that cannot, and he wishes him a lot of success and may the good Lord continue to guide and protect him and his people for many years to come.

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to approve the event with the usual stipulations.

8. Scott Griffin, Cooperative Educational Services, 40 Lindeman Drive, Trumbull, CT, requesting to hold their Run/Walk at Seaside Park on Saturday, October 16, 2021, from 7:00 a.m. until 11:00 a.m. with a set-up time of 7:00 a.m. and clean-up of 10:00 a.m.

Mr. Griffin said that this is their 14th annual race, with 10 of them at Seaside Park.

He said that their race is a fundraiser for their schools and programs at Cooperative Educational Services, that that includes Six to Six Magnet School in Bridgeport, school readiness programs they have for children who live in Bridgeport, Special Education

August 10, 2021

Division and Arts High School Regional Center for the Arts in Trumbull which is a regional part time magnet art school for kids from all over the area.

Mr. Griffin said that they have made plans for COVID issues such as eliminating same day registration and distributing the bibs and shirts beforehand to minimize any kind of congregating at the site.

He said that the award ceremony will be short and might even mail things to people.

Mr. Labrador asked if there was any problem with the run in 2019.

Ms. Nastu and Mr. Burgos both said that they have not have any problems with the run in the past.

Mr. Griffin said that their walk/run begins at the west end bathhouse where they stay on the sidewalk, walk to the end, turn around and come back along the beach.

On a motion made by Mr. Cotto, seconded by Mr. Hosier, it was unanimously voted to approve the event with the usual stipulations.

Mr. Griffin thanked the Commissioners.

9. Marcia D. Fountain, Minority Entrepreneurs Training Association, Inc. 1245 Main Street, Bridgeport, CT, requesting to hold a concert at McLevy Park on Saturday, September 18, 2021, from 1:00 a.m. until 5:00 p.m., with a set-up time of 9:00 a.m., with approximately 125 people in attendance.

Ms. Gerrity said that Ms. Fountain has rescinded her request.

On a motion made by Ms. Wade, seconded by Mr. Cotto, it was unanimously voted to remove the item from the table.

10. Nina Gibson, Black Rock Community, 2470 Fairfield Avenue, Bridgeport, CT, requesting to hold their annual Black Rock Day at Ellsworth Park on Sunday, October 3, 2021, from 12:00 p.m. until 5:00 pm.

Scott Gibson spoke on behalf of Nina Gibson.

Mr. Gibson said that their Black Rock festivities typically happen the 2nd Sunday in June, but because of COVID, they postponed the event until October 3rd.

He said that this will not be the full-fledged festival they usually hold but they will have a concert and some food will be sold.

Mr. Labrador said that he should be aware that if things change with COVID, they will have to follow any guidelines that State of Connecticut may mandate.

August 10, 2021

On a motion made by Mr. Brideau, seconded by Mr. Hosier, it was unanimously voted to approve the event with the usual stipulations.

11. Kate Pigue, Norma Pfriem Breast Center at Bridgeport Hospital, 111 Beach Road, Fairfield, CT, requesting to hold their Annual Breast Cancer Walk beginning at the Seaside Park Band Shell, on Sunday, October 3, 2021, from 8:30 a.m. until 10:00 a.m. with a set-up time of 7:30 a.m. and clean-up beginning at 10:00 a.m.

Ms. Pique said that she is from the Norma Pfriem Breast Center which is part of Bridgeport Hospital and Smilow Cancer Hospital and they are requesting to use the Seaside Park Band Shell this year for what will be the 3rd Annual Walk at Seaside Park and the 4th one altogether.

She said that they have the full support from the Mayor's Office and the Police and Fire Departments.

She said in the past they held the event at the Casino Bathhouse, but this year they would like to start their event from the Band Shell for two dual purposes, one being that the walk is getting bigger with more people coming out to support the cancer walk and secondly because of the Delta variant they can make sure there is ample distance space for everyone to social distance.

She said that the walk would start at the Band Shell and would do a full loop around back to the Band Shell.

Ms. Wade said that she is in favor of the walk since her mother died of breast cancer.

Mr. Brideau said that he is also in favor of the event and said that his wife is a breast cancer survivor.

Mr. Labrador also said that he lost his mother-in-law to breast cancer and he is in favor of the event.

On a motion made by Mr. Cotto, seconded by Ms. Wade, it was unanimously voted to approve the event with the usual stipulations.

Ms. Pique asked if it was possible to put their banner on the Band Shell for the month of October to remind people to get their mammogram.

Mr. Labrador said that he is not opposed to putting the banner on the Band Shell, but usually people put their banner up the day of their event, and it is removed the next day.

Mr. Labrador asked Mr. Burgos if he would be able to put the banner up for the one day.

August 10, 2021

Mr. Burgos said that they can get the banner up for that day and expressed his concern about vandalism if the banner was left up for more than a day.

Ms. Pique agreed and thanked the Board for their approval.

12. Ms. Bobbi Brown, #100 Girls Leading Inc., 285 Hollister Avenue, Bridgeport, requesting to hold her girls mentoring event on Saturday, June 4, 2022, at McLevy Park, from 1:00 p.m. until 5:30 p.m., with a set-up time of 12:00 p.m. and clean-up time of 6:00 p.m.

Ms. Brown thanked the Board for the opportunity to speak to them.

She said that she is presenting the Board with 100 Girls Leading 2022, where they will be celebrating the power of mentorship for young ladies of color reminding them of the power of community and inviting women and young girls from all over Bridgeport in partnership with the Bridgeport Board of Education, to make sure that our girls are receiving the mentorship as needed.

She said that their theme this year is OK, Ladies Let's Improve Our Climate, reminding girls to recycle and to take care of Mother Earth and to take active roles in their Community.

They are also partnering with GBAPP and a few other organizations.

She said that some women that are being highlighted are community leaders and CEO's and women organizers who have done this before.

Ms. Brown said that they are taking this opportunity with these girls to make sure that they have an opportunity to learn about the environment, cleaning and all the projects that they'll do on that day.

Mr. Labrador thanked Ms. Brown for everything she does and wished her much luck with her event.

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously to approve their event with the usual stipulations.

Ms. Brown thanked the Commissioners for saying yes to her girls.

13. Razul Branch and Natalie Pryce, Bridgeport Arts and Cultural Council, 1001 Main Street, Ste 14, Bridgeport, CT, requesting to hold a concert at McLevy Park on Thursday, August 26, 2021, from 5:00 p.m. until 10:00 p.m. with a set-up time of 3:30 p.m. and clean-up at 9:30 p.m. with approximately 2,500 people in attendance.

Ms. Gerrity said that Mr. Branch and Ms. Pryce have rescinded their request due to the uptick in COVID cases.

August 10, 2021

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously voted to remove the item from the table.

14. Rich McCarty, University of Bridgeport, 126 Park Avenue, Bridgeport, CT, requesting to hold their run at Seaside Park on Saturday, October 23, 2021, from 8:30 a.m. until 9:30 a.m. with a set-up time of 7:30 a.m. and clean-up at 10:00 a.m.

Mr. McCarty said that they are restoring their homecoming day for October 23, 2021, and would like to begin the proceedings on Saturday, with the Purple Night 5-K run as they have done in the past.

He said that they work with their security team who works very well with the Bridgeport Police Department and others to create a safe environment and they will be following all COVID guidelines.

Mr. McCarty said that they would be running the same route as they have in the past and will remain consistent to the map previously submitted.

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously voted to approve the event with the usual stipulations.

Mr. Labrador thanked Mr. McCarty and wished him much luck with his run.

Mr. McCarty thanked the Commissioners and said they are entering a new era at the University and they are grateful for everyone's support.

REPORTS

COMMISSIONER'S REPORT

Mr. Hosier made the following statement: Fellow colleagues approximately one year ago, after the mayor removed the Columbus statue from Seaside Park, without the authorization of the Parks Board and in violation of the Charter, the Parks Board passed through a resolution authorizing the Director of Public Facilities, to reinstall the statue to its rightful place.

As the statue was being prepared for reinstallation, the City stopped the effort. Therefore, we are calling on the Mayor to honor the Charter and the authority vested in the Parks Board to return the statue to its perch at Seaside Park.

Mr. Labrador said that the Christopher Columbus statue was taken down without the permission of the Board of Park Commissioners and the Parks Board asked the City to please have the statue put back up and pay for the installation since the Parks Board did not initiate the removal.

He said he hopes that the statue will be put back up without it being a difficult process.

August 10, 2021

Mr. Hladun said that Craig Nadrizny was out of the office today so he will address the Director's Report.

DIRECTOR'S REPORT

CRAIG A. NADRIZNY, ACTING PUBLIC FACILITIES DIRECTOR

Mr. Hladun read the Director's report:

Park Projects:

- Court Crack Repairs and Resurfacing: Glenwood Park, Central High School / Kennedy Stadium in progress. Next locations include Puglio, Washington Basketball Courts (Full Post-Tension Concrete reconstruction) and Newfield Basketball Courts. The practice wall at Glenwood is to be repaired by the Public Facilities Building Maintenance Division.
- D. Fairchild Wheeler Memorial Golf Course:
 - Irrigation Repairs are in progress.
 - Repair work in progress on the 8 Black cart path.
 - Stumps have been grinded to date.
- Seaside Park
 - Renovations are slated to start in August on the walking track in front of bandshell.
 - New water fountains with bottle fillers are in the process of being installed with Public Facilities Building Maintenance.
 - Dugout Bench Installations are planned for Seaside Park Diamonds 6 and 7.
- Washington Park
 - Tree trimming to raise canopy has been completed in July.
 - Curbing around splash pad to be installed.
 - Painting of gazebo, decorative lights and other amenities is planned.
 - Parks Dept. is looking at enhancing the existing splash pad with upright play features.

Recreation Dept.

- The Seaside Park Summer Day Camp will conclude on Friday 8/13. This year's camp was attended by (80) Bridgeport youths ages 5 through 12. Daily activities at the camp included arts and crafts, athletics, and swimming. A few camp highlights this year included field trips to the Beardsley Zoo, Bow Tie Cinemas, Roller Magic, Skateland & Lake Compounce Amusement Park.
- Park Checkpoints at Seaside Park and Beardsley Park and staffing at Pleasure Beach continue to be operated daily through Labor Day Weekend.
- Lifeguards are staffed daily at Seaside Park and Pleasure Beach.

August 10, 2021

- Park Event Permits, Park Stickers, and Ballfield Permits are being issued at the Parks Office.

Mr. Nadrizny had no further business.

Mr. Labrador thanked Mr. Hladun for the report.

Mr. Labrador wanted to commend Craig Nadrizny, Luann Conine, Luis Burgos, Stephen Hladun and Lee Nastu for going above and beyond the call of their duties.

He said that he has drove through the parks during the summer months and has witnessed firsthand all the work they have done in the parks with staffing of the lifeguards, checkpoints, summer camps and the maintenance personnel which has been especially hard during these COVID days.

He said that it would be very hard for anyone to try to fit in their shoes and accomplish the things they do in a single day.

He wanted them to know he appreciates all of their hard work and what it means to him personally.

Mr. Hladun said that he appreciates all of Mr. Labrador's support.

Ms. Gerrity said she would like to introduce Tatiana Urena who will be attending the Parks Board meetings, compiling the Parks Board agenda, and taking care of all correspondence, permits and approval letters after they have been approved.

She said that the City will be hiring a stenographer to do the actual Parks Board minutes.

Ms. Urena said that this is her first meeting, and it is a lot to take in.

She said that it is an honor to work with the Parks Board Commissioners.

She said that she knows that the Parks Board does a lot of good things behind the scenes with the parks that people do not see.

She said that she is a resident of Bridgeport born and raised and has many fond memories of Seaside Park growing up and spending her summers with her dad and brother and family and now she brings her own children to the parks.

She said that she knows that she will have a good relationship with the Board and she also knows that she has big shoes to fill as Ellen is leaving.

She said that she is indebted to Ellen with everything that she's been teaching her and training her on.

August 10, 2021

Ms. Urena said that a lot of credit goes to her that she feels is overdue and a lot of people do not recognize the work she has done over the years.

She said that speaking from Payroll Clerk's point of view, it is unbelievable the amount of work Ellen has been doing over the years and that she gives kudos to her and is going to miss her so much; but knows that she will only be a phone call away for any support or guidance that she will need in this new position.

She also hopes that she can call on the Park Commissioners in the future as did Ellen and hopes that she can gain the same love and respect from the Commissioners and she did.

Ms. Urena said that she only wants the best for our City and parks and wants to see Seaside Park and all the other parks to continue to grow so that we can raise our families and have new great experiences.

Mr. Labrador welcomed Ms. Urena to the Parks Board and hopes the good Lord will continue to bless her.

Ms. Urena thanked the Board for their support.

Mr. Hladun said that he and the others in the Parks Department will be there to help her in any way they can.

Mr. Brideau said that it is with regret that this will be his last meeting as he is resigning from the Board of Park Commissioners as of tonight.

He said that he has served through three administrations including Mayor Fabrizi, Mayor Finch and Mayor Ganim.

He said that the years have been enjoyable and he has enjoyed working with them all of the Park Commissioners throughout the years.

He said that he wishes the best for the Board and hopes everything in the future works out well for the Parks Board and Parks Department.

He said that again, he thanks them for everything they have done for him and hopes to see them again in the future.

Ms. Gerrity thanked Mr. Brideau for serving on the Board and said that he will be missed.

Mr. Cotto said that you know when your time comes, and he thanked him for his service.

Mr. Hosier said that from his heart, he is going to be missed.

Mr. Brideau thanked the Board.

August 10, 2021

Mr. Labrador said that he will miss Mr. Brideau dearly, he has always appreciated the work that he put into the Parks Board and his work with the golf course and when he gets his golf game going, he hopes they can play a round of golf together in the future.

Mr. Brideau agreed and said that they definitely will.

ADJOURNMENT

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to adjourn the meeting at 7:40 p.m.

Respectfully submitted,

Ellen M. Gerrity

Ellen M. Gerrity
Clerk