

AGENDA

CITY COUNCIL MEETING

MONDAY, FEBRUARY 7, 2022

7:00 p.m.

This meeting will be conducted by Teleconference.

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

Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 6, 2021 & December 20, 2021

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

- 28-21** Request from OPED to Order a Public Hearing for February 22, 2022 at 7:00 p.m. re: Proposed Resolution Authorizing a Lease Agreement with Green Village Initiative Inc. for 1429 Reservoir Avenue and 20 Yaremich Drive.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 24-21** Communication from Public Facilities re: Proposed Resolution regarding the 2022 First Round of Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.
- 25-21** Communication from Police Department re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.12 – Stopping, Standing and Parking Generally, amend Section 10.12.080 – Illegal Parking in a Bus Zone, referred to Ordinance Committee.
- 26-21** Communication from Police Department re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section 10.16.070 – Rates and Charges; Grace Period; Prompt Payment Discount; Immobilization; Exemptions, referred to Ordinance Committee.
- 27-21** Communication from City Attorney re: Proposed Settlement of Pending Litigation with William Gomez-Perez, Et Al – Docket No. FBT-CV-19-6082893-S, referred to Miscellaneous Matters Committee.
- 28-21** Communication from OPED re: Proposed Resolution Authorizing a Lease Agreement with Green Village Initiative Inc. for 1429 Reservoir Avenue and 20 Yaremich Drive, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *13-21** Economic and Community Development and Environment Committee Report re: Resolution Declaring Homelessness as a Public Health Crisis.
- *16-21** Economic and Community Development and Environment Committee Report re: Grant Submission: United Way of Fairfield County Impact Philanthropy Fund – COVID Relief for Residents in Need (#22480).
- *18-21** Miscellaneous Matters Committee Report re: Resolution regarding the Approval of the 2022-2024 Citizen Union Committee.
- *20-21** Miscellaneous Matters Committee Report re: Appointment of Tiheba Bain (D) to the Zoning Board of Appeals.
- *22-21** Miscellaneous Matters Committee Report re: Worker’s Compensation Settlement re: Michael and Karen (Widow) Rodriquez – Claim No. W000818810.

(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; 2021-2022; Full/Minutes/Size; 2022-02-07 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 7, 2022 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
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Follow up Status on Civil Rights Violation.
Eneida Martinez 819 Connecticut Avenue, #2 Bridgeport, CT 06607	East End Abandoned Vehicles, Sheep Trailers, Sidewalks, Dumping, Lots, etc.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Council Governance & CAFR.

CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, FEBRUARY 7, 2022

This meeting was conducted by Teleconference.

CALL TO ORDER

Council President Nieves called the Public Speaking Session of the City Council to order at 6:31 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown, Rolanda Smith
133rd District: Aikeem Boyd, Jeanette Herron
134th District: Michelle Lyons, *AmyMarie Vizzo-Paniccia*
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: *Avelino Silva, Alfredo Castillo*
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, *Michele Small*
139th District: Wanda Simmons, Ernest Newton

RECORDED
CITY CLERK'S OFFICE
22 FEB 15 AM 10:53
CITY CLERK

A quorum was present. The names in italics did not appear to respond during the roll call.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 7, 2022 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE.

NAME

SUBJECT

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Follow up Status on Civil Rights Violation.

Mr. Young spoke to the Council about the issues involving his dismissal from City employment 16 years earlier. He spoke about a recent judicial ruling and requested that the Council sit down with him to discuss this. Mr. Young claimed that he had been at work the day that the City claimed he had not reported to work. He said that he has been working with his psychiatrist for the last 16 years on this issue.

City of Bridgeport
City Council
Regular Meeting
February 7, 2022

Eneida Martinez
819 Connecticut Avenue, #2
Bridgeport, CT 06607

East End Abandoned Vehicles, Sheep
Trailers, Sidewalks, Dumping, Lots, etc.

Ms. Martinez greeted the Council and said that she wanted to address the Council meeting about Dr. Ford's Civil Service Commission candidacy. She said that Dr. Ford had served on the Commission many years ago and noted that Dr. Ford was the East End District Leader. She said that everyone had issues in their past and reminded everyone that he was dedicated to the City. He always fought for development, always put the City's progress first. There is one Council Member who always says negative things and Ms. Martinez stated that the Council Member had been involved with drug dealers, has a history of drug abuse and a variety of other issues.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Council Governance & CAFR.

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

City Council Members.....How are things moving in 2022, in your fiscal year, in the school year to students and families?

Global warming and other irregular and unusual weather patterns in many lands? COVID 19 and variants still sickening and killing globally two years later. Authoritarian, autocratic regimes on display and growing. And do we struggle locally with how to keep democracy alive? With citizens getting opportunities to stay informed? With preservation of the opportunity to vote and have the vote counted? What's happening locally?

People problems?

- What gives with the "protect and serve" department in this City? Retirements reduce ranks faster than City can put trained officers, under knowledgeable and experienced command structure, to follow policy and serve public. Civil trials revealing white supremacy environment allegations at the highest leadership levels with racist evidence on all sides, but the taxpayer will be on the hook financially?

- Housing insecurity? Disappearance of Fair Rent Commission over past 20 years in plain sight? Why? What is problem with restaffing? Holding public hearings? Keeping track of complaints and worrisome conditions? Main Street residential units awarded to elderly or infirm (those with SSDI conditions) with folks on upper floors unable to use stairs when elevators are broken regularly? What about expense for non-secure units? And where a permanent fix is ignored for years at a time?

- If HUD supplies funds to Park City Communities and to private property owners representing a subsidy for eligible and qualifying lessees, where do they report on operations within the City annually? Two separate reports or only one? Which CC subcommittee has oversight?

- City funds and finances? Audit usually arrives a month ago, but CAFR is delayed more than usual, WHY? Will Council hold special meetings, staffed with

Finance and OPM administrators, to inform public and respond to Q&A in person? If not, why not do this before budget session? Where are reports on Federal funds flowing through State or directly to City for distribution maintained? How much funding has come into the City for individuals, businesses, government, not for profit entities and how much of it has been put in the hands of the public already? How much in reserve?

- Where is City Council having discussions with public in attendance about its desire to secure professional and technical assistance to better attack its goals and purposes? Who has served on the City Council for even one term and would admit that at least one gripe they had was inability to have quality professional assistance available to their independent purposes? Have you sought support from those who remain in the City but are daunted?

Some folks think I ask too many questions, but isn't that the only reliable way to determine what is accurate and trustworthy? Who is "in the know"? And who cares about what voters really think as they listen to Council members and watch their action? Time will tell.

ADJOURNMENT

Council Member Brown stated that Council President Nieves had to step away from the call. Council Member Brown then announced that the Public Speaking portion of the meeting was adjourned at 6:50 p.m.

Respectfully submitted

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, FEBRUARY 7, 2022

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 7:01 p.m.

PRAYER

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown, Rolanda Smith
133rd District: Aikeem Boyd, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: *Avelino Silva*, Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Michele Small
139th District: Wanda Simmons, Ernest Newton

A quorum was present. Council President Nieves said that Council Member Silva had a prior engagement.

APPROVAL OF CITY COUNCIL MINUTES:

• **December 6, 2021 & December 20, 2021**

**** COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE DECEMBER 6, 2021 MEETING AND DECEMBER 20, 2021.**

**** COUNCIL MEMBER VALLE SECONDED.**

Council Pereira stated that she had numerous corrections to the December 20, 2021 minutes.

**** COUNCIL MEMBER HERRON MOVED TO RESCINDED THE APPROVAL OF BOTH THE DECEMBER 6, 2021 MEETING AND DECEMBER 20, 2021 MINUTES.**

**** COUNCIL MEMBER VALLE SECONDED.**

**** COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE DECEMBER 6, 2021 MEETING.**

**** COUNCIL MEMBER VALLE SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE DECEMBER 6, 2021 MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

• **December 20, 2021**

**** COUNCIL MEMBER HERRON MOVED TO TABLE THE MINUTES OF DECEMBER 20TH PENDING THE SUBMISSION OF CORRECTIONS FROM COUNCIL MEMBER PEREIRA.**

**** COUNCIL MEMBER VALLE SECONDED.**

**** THE MOTION TO TABLE THE MINUTES OF DECEMBER 20TH PENDING THE SUBMISSION OF CORRECTIONS FROM COUNCIL MEMBER PEREIRA PASSED UNANIMOUSLY.**

Council Member Pereira submitted the corrections for the December 20, 2021 minutes as follows:

1) **Public Comment- Page 4- Last Paragraph:** *"Council Member Pereira said that she would be meeting with Nate because there is a need for litigation [inaudible]" I have no idea who "Nate" is and made no such reference regarding speaking with a "Nate" about "litigation." This needs to be eliminated.*

2) **Regular Meeting - Page 9 - First paragraph:** *Should read I stated "Everything about Steel Pointe reeks of gentrification. Bass Pro was being sued by the Federal Department of Labor for racist hiring practices when the developers and Mayor Finch decided it was a great idea to bring them to Bridgeport when our community was 78% minority." Boca and Starbucks aren't here for existing Bridgeport residents, they are here to cater to*

wealthy, white outsiders. I have never had anyone ask me to stop by Starbucks to grab a cup of coffee as the vast majority of residents are Dunkin Donuts coffee drinkers."

3) Page-9- Third Paragraph: It should read as *"When the 400 units are rented, their tenants will be utilizing our public services to include our streets, snow removal, libraries, parks, fire & police and possibly our schools, yet the vast majority of taxes will go right back to the Steel Pointe Special Services District, not the city coffers to offset the costs associated with their use of those public services."*

4) Pages 11-12- Last Paragraph to First Paragraph: Approval of October 4, 2021 Regular Meeting Minutes

The minutes show that only Amy Vizzo-Paniccia abstained due to her illness. It shows that Tyler Mack, Aikeem Boyd, Michele Small and Wanda Simmons all voted in favor of the October 4, 2021 Regular Meeting Minutes although all four have previously abstained from voting on the previous regular meeting minutes because they were not members of the Council until December 1, 2021. In consultation with Michele Small she is confident that she abstained. Councilmembers Mack, Boyd and Simmons will have to advocate for their position on this specific vote as cannot specifically recall how they voted on this matter. It just didn't make sense when I reviewed the minutes.

5) Page 13- Paragraphs 3-8: The motion is the approval of the Nurses Contract, however all 6 paragraphs referenced are our discussion on the Crossing Guard Contract. This needs to be corrected.

6) Page 13 - Paragraph Three: also asserts I stated " These are the lowest union members in the City and this is the worse(sic) contract she has seen in 12 years. It is not codified that they are not pedophiles, or sex offenders." *It should read "These are the lowest compensated union members in the City and this is the worst contact she has seen in her 12 years of public service. The contract does not codify that national background checks must be conducted to ensure pedophiles, sex offenders, etc.; are not hired as crossing guards."*

7) Page 14 -15 - Paragraphs 4-9 on Page 14 & Paragraphs 1-4 on Page 15: The motion is the approval of the Crossing Guard Contract, however all 10 paragraphs are our discussion on the Nurses Contract. This needs to be corrected.

8) Page 16 - Paragraph 2: The minutes state "This is an opportunity to allow the people of the 132nd District to vote on a vacant seat. It is not an unfilled seat. In order to vacate something, one must first occupy it." My position was the complete opposite. It should read *"This is an opportunity to allow the people of the 132nd District to vote on this unfilled seat. It is not a vacant seat as in order to vacate a seat one must first occupy the seat."*

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

28-21 Request from OPED to Order a Public Hearing for February 22, 2022 at 7:00 p.m. re: Proposed Resolution Authorizing a Lease Agreement with Green Village Initiative Inc. for 1429 Reservoir Avenue and 20 Yaremich Drive.

Council Member Herron noted that the street address for the Green Village Initiative, Inc. is actually 1469 Reservoir Avenue.

**** COUNCIL MEMBER HERRON MOVED AGENDA 28-21 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR FEBRUARY 22, 2022 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH GREEN VILLAGE INITIATIVE INC. FOR 1429 RESERVOIR AVENUE AND 20 YAREMICH DRIVE WITH THE CORRECTION OF THE STREET ADDRESS FOR THE GREEN VILLAGE INITIATIVE, INC. TO 1469 RESERVOIR AVENUE.**

**** THERE WAS A SECOND.**

**** THE MOTION FOR AGENDA 28-21 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR FEBRUARY 22, 2022 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH GREEN VILLAGE INITIATIVE INC. FOR 1429 RESERVOIR AVENUE AND 20 YAREMICH DRIVE WITH THE CORRECTION OF THE STREET ADDRESS FOR THE GREEN VILLAGE INITIATIVE, INC. TO 1469 RESERVOIR AVENUE PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

24-21 Communication from Public Facilities re: Proposed Resolution regarding the 2022 First Round of Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.

25-21 Communication from Police Department re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.12 – Stopping, Standing and Parking Generally, amend Section 10.12.080 – Illegal Parking in a Bus Zone, referred to Ordinance Committee.

26-21 Communication from Police Department re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section 10.16.070 – Rates and Charges; Grace Period; Prompt Payment Discount; Immobilization; Exemptions, referred to Ordinance Committee.

27-21 Communication from City Attorney re: Proposed Settlement of Pending Litigation with William Gomez-Perez, Et Al – Docket No. FBT-CV-19-6082893-S, referred to Miscellaneous Matters Committee.

28-21 Communication from OPED re: Proposed Resolution Authorizing a Lease Agreement with Green Village Initiative Inc. for 1429 Reservoir Avenue and 20 Yaremich

Drive, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

**** COUNCIL MEMBER MCCARTHY MOVE TO CONSOLIDATE THE FOLLOWING ITEMS WITH THE CORRECTION ON AGENDA ITEM 28-21 WITH THE CORRECTION OF THE STREET ADDRESS FOR THE GREEN VILLAGE INITIATIVE, INC. TO 1469 RESERVOIR AVENUE**

24-21 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION REGARDING THE 2022 FIRST ROUND OF SIDEWALK REPAIR PILOT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

25-21 COMMUNICATION FROM POLICE DEPARTMENT RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.12 – STOPPING, STANDING AND PARKING GENERALLY, AMEND SECTION 10.12.080 – ILLEGAL PARKING IN A BUS ZONE, REFERRED TO ORDINANCE COMMITTEE.

26-21 COMMUNICATION FROM POLICE DEPARTMENT RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.16 – PARKING, AMEND SECTION 10.16.070 – RATES AND CHARGES; GRACE PERIOD; PROMPT PAYMENT DISCOUNT; IMMOBILIZATION; EXEMPTIONS, REFERRED TO ORDINANCE COMMITTEE.

27-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH WILLIAM GOMEZ-PEREZ, ET AL – DOCKET NO. FBT-CV-19-6082893-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

28-21 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH GREEN VILLAGE INITIATIVE INC. FOR 1429 RESERVOIR AVENUE AND 20 YAREMICH DRIVE, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***13-21 Economic and Community Development and Environment Committee Report re: Resolution Declaring Homelessness as a Public Health Crisis.**

***16-21 Economic and Community Development and Environment Committee Report re: Grant Submission: United Way of Fairfield County Impact Philanthropy Fund – COVID Relief for Residents in Need (#22480).**

***18-21 Miscellaneous Matters Committee Report re: Resolution regarding the Approval of the 2022-2024 Citizen Union Committee.**

***20-21 Miscellaneous Matters Committee Report re: Appointment of Tiheba Bain (D) to the Zoning Board of Appeals.**

***22-21 Miscellaneous Matters Committee Report re: Worker’s Compensation Settlement re: Michael and Karen (Widow) Rodriquez – Claim No. W000818810.**

Mayor Ganim asked if there was any Council Member who wished to remove an item. Council Member Pereira stated she wished to remove Agenda Items 20-21 and 22-21. Council Member Vizzo-Paniccia stated she wished to remove Agenda Item 13-21.

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE THE REMAINING CONSENT AGENDA ITEMS:**

***16-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: UNITED WAY OF FAIRFIELD COUNTY IMPACT PHILANTHROPY FUND – COVID RELIEF FOR RESIDENTS IN NEED (#22480).**

***18-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE APPROVAL OF THE 2022-2024 CITIZEN UNION COMMITTEE.**

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

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

13-21 - Economic and Community Development and Environment Committee Report re: Resolution Declaring Homelessness as a Public Health Crisis.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 13-21 - ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION DECLARING HOMELESSNESS AS A PUBLIC HEALTH CRISIS.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that homelessness was a public health crisis, but it would be important to take action to address the issue.

Council Member Cruz stated that there was a homelessness crisis and he then spoke about a recent meeting regarding agencies that help with the homelessness. While the South End Community Center is open at this time, the clients there are not guaranteed permanent housing. This will be an on-going issue.

Council Member Herron said it was a nationwide crisis and the reason that this resolution was introduced on paper was to make people aware. She added that she and JC had been working on this and because of the efforts on the part of the two of them, progress has been made, but it is a work of progress.

Mayor Ganim said that the administration had worked hard to assist with homelessness. Because of the efforts of the Council Members, he felt that the City was making progress.

Council Member Cruz said that he would like to thank Ms. Adrian and Dr. Gaston who worked tirelessly to assist the homeless residents.

**** THE MOTION TO APPROVE AGENDA ITEM 13-21 - ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION DECLARING HOMELESSNESS AS A PUBLIC HEALTH CRISIS PASSED WITH EIGHTEEN (18) IN FAVOR. (BURNS, MCCARTHY, CRUZ, BOYD, BROWN, MACK, HERRON, SMITH, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, VALLE, NIEVES, PEREIRA SMALL, SIMMONS, AND NEWTON) AND ONE (1) OPPOSED (VIZZO-PANICCIA).**

20-21 Miscellaneous Matters Committee Report re: Appointment of Tiheba Bain (D) to the Zoning Board of Appeals.

**** COUNCIL MEMBER MACK MOVED AGENDA ITEM 20-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF TIHEBA BAIN (D) TO THE ZONING BOARD OF APPEALS.**

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

Council Member Pereira thanked Council Member Mack for the additional information he provided regarding Ms. Bain. She had been planning on voting against Ms. Bain. Council Member Pereira said that she did not know why Ms. Bain was being put on the ZBA rather than the Police Commission.

Council Member Newton said that he was speaking in support of Ms. Bain and recognized how far Ms. Bain has come in her life. People say that they believe in second chances and this is a prime example of this.

**** THE MOTION TO APPROVE AGENDA ITEM 20-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF TIHEBA BAIN (D) TO THE ZONING BOARD OF APPEALS PASSED UNANIMOUSLY.**

22-21 Miscellaneous Matters Committee Report re: Worker's Compensation Settlement re: Michael and Karen (Widow) Rodriquez – Claim No. W000818810.

**** COUNCIL MEMBER CASTILLO MOVED AGENDA ITEM 22-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKER'S COMPENSATION SETTLEMENT RE: MICHAEL AND KAREN (WIDOW) RODRIQUEZ – CLAIM NO. W000818810.**

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

Council Member Cruz asked why Dr. Ford's name was not on the agenda.

Council Member Pereira said this was a \$64,000 settlement that was discussed by the Committee in Executive Session. She will not vote for this item if she does not have adequate information.

Council Member Lyons said Council Member Newton had brought up the subject regarding Miscellaneous Matters reports for the rest of the Council Members.

Mayor Ganim said there was a discussion about the FOI regulations in terms of what could be discussed in public.

Council Member Vizzo-Paniccia said that all the Council Members have the right to contact the City Attorney's Office for additional information. She noted that in the past, all the Council Members could attend the Executive Session, but that was changed a number of years ago by the courts.

Council Member Newton agreed with Council Member Vizzo-Paniccia's statement regarding Executive Session. Council Members who are not on the Committee now must contact the City Attorney's Office for additional information. He suggested that if there were large settlements, the Council might be able to go into Executive Session as a body.

**** THE MOTION TO APPROVE AGENDA ITEM 22-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKER'S COMPENSATION SETTLEMENT RE: MICHAEL AND KAREN (WIDOW) RODRIQUEZ – CLAIM NO. W000818810 PASSED WITH SEVENTEEN (17) IN FAVOR. (BURNS, MCCARTHY, CRUZ, BOYD, BROWN, MACK, HERRON, SMITH, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, VALLE, NIEVES, SIMMONS AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND SMALL).**

Council Member Newton said that he had a question about the Point of Personal Privilege procedure. Mayor Ganim said that he did not want to hear Council Members making accusations against others.

Council Member Newton said that he was sad to see that the hotel has closed. He suggested that they reach out to the Christoff's to see what they might be able to do.

Council Member Cruz said that he wished to apologize to Janene Hawkins. He said that he had a lot of respect for her and he came to work with everyone. He said that he would like to sit down and talk about this and come to a common ground.

Council Member McBride-Lee said that she was pleased to hear Council Member Cruz's apology and respected where Council Member Cruz was coming from.

Council President Nieves announced that Bridgeport has been awarded a Youth in Education Grant from the National League of Cities. Bridgeport was one of five cities across the country to be selected. The purpose of the grant is for RYASAP Stem Career Counselling. RYASAP will be partnering with the United Way of Fairfield County and the Greater Bridgeport Stem Learning System to develop a new platform for Bridgeport's young adults.

ADJOURNMENT

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

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

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:45 p.m.

Respectfully submitted

Telesco Secretarial Services



City of Bridgeport
DEPARTMENT OF PUBLIC FACILITIES

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604
TELEPHONE 203-576-7130

JOSEPH P. GANIM
Mayor

CRAIG NADRIZNY
Acting Director Of Public Facilities

**COMM. #24-21 Ref'd to Public Safety & Transportation Committee
on 02/07/2022**

January 19, 2022

TO: Frances Ortiz
City Clerk's Office

FOR: City of Bridgeport City Council

Please forward the attached Resolution and Exhibit A to the members of the City Council for their review and referral to the Public Safety & Transportation Committee, per the "Resolution Regarding Sidewalk Repair Pilot Program".

Thank you,

Craig Nadrizny
Acting Director, Public Facilities

CN:bl

cc: Bonnie Lambert, Public Facilities
Michael Jankovsky, Office of the City Attorney

RECEIVED
CITY CLERK'S OFFICE
22 JAN 27 PM 2:25
ATTN: CITY CLERK

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

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.

2022 First Round of City Sidewalk Repair Program list of repairs.

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.

EXHIBIT A

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - January 19, 2022**

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
437	Beechwood Avenue	06604	Gloria Lawrence and	Joshua & Jessica Lawrence	\$6,939.50	\$6,939.50	\$13,879.00
112	Bennett Street	06605	Thomas E.	Bennett	\$3,207.00	\$3,207.00	\$6,414.00
141	Birdsey Street	06610	Carlos J.	Ocasio	\$3,238.50	\$3,238.50	\$6,477.00
664	Bishop Avenue	06610	Luz	Rivera	\$3,643.00	\$3,643.00	\$7,286.00
194	Bronx Avenue	06606	Calixte	Clermidor, et al	\$3,147.00	\$3,147.00	\$6,294.00
87	Dixon Street	06604	Jeffrey Starcher and	Kathleen Morris	\$6,724.50	\$6,724.50	\$13,449.00
360	East Avenue	06610	Myrtha I.	Ruiz	\$1,162.00	\$1,162.00	\$2,324.00
153	East Pasadena Place	06610	Yecenia A.	Acosta	\$7,024.00	\$7,024.00	\$14,048.00
116	Elmwood Place	06605	Chante	Davis	\$3,184.50	\$3,184.50	\$6,369.00
439	Exeter Street	06606	Aida	Rodriguez, et al	\$2,670.50	\$2,670.50	\$5,341.00
460	Ezra Street	06606	Marianne	Mullins	\$2,816.00	\$2,816.00	\$5,632.00
238	French Street	06606	Jose & Maria	Rua	\$9,099.00	\$9,099.00	\$18,198.00
145	Granfield Avenue	06610	Mirta	Gonzalez	\$2,806.00	\$2,806.00	\$5,612.00
381	Grovers Avenue	06605	Regina	Merolla	\$2,960.00	\$2,960.00	\$5,920.00
15	Harborview Place	06605	Karen L.	Jordan	\$2,959.50	\$2,959.50	\$5,919.00
95	Hillside Avenue	06604	Ralph A.	Arone	\$2,567.50	\$2,567.50	\$5,135.00
138	Holly Street	06607	Stephen & Mazie	Freeman	\$2,977.00	\$2,977.00	\$5,954.00
366	Hooker Road	06610	Richard & Michaelaine	Brown	\$3,675.00	\$3,675.00	\$7,350.00
1497	Iranistan Avenue	06604	Jose	Cotto	\$3,315.00	\$3,315.00	\$6,630.00
84	Jewett Avenue	06606	Kristen	Finnernan	\$3,162.00	\$3,162.00	\$6,324.00
1166	Kossuth Street	06608	Sandra T.	Guzman	\$6,908.50	\$6,908.50	\$13,817.00
531	Lafayette Street	06604	Evadney	Collins	\$4,649.00	\$4,649.00	\$9,298.00
417	Lake Avenue	06605	Russell A. and Mary Beth C.	Budzilek	\$2,291.00	\$2,291.00	\$4,582.00
425	Lake Avenue	06605	John & Patricia	Epifanio	\$3,542.00	\$3,542.00	\$7,084.00

EXHIBIT A

200	Linen Avenue	06604	Jacinta	Portella	\$4,123.00	\$4,123.00	\$8,246.00
323	McKinley Avenue	06606	Juan and Jessy	Quioga	\$3,300.00	\$3,300.00	\$6,600.00
1237	Noble Avenue	06608	Argemiro and Mabel	Tapias	\$3,240.50	\$3,240.50	\$6,481.00
271	Pacific Street	06604	Jeremy	Blair	\$2,769.00	\$2,769.00	\$5,538.00
1910	Park Avenue	06604	Herman and Frances	Fuller	\$4,050.00	\$4,050.00	\$8,100.00
211	Poplar Street	06605	Raphael T.	Cadore	\$2,400.50	\$2,400.50	\$4,801.00
170	Prince Street	06610	Maureen	Freeman	\$2,392.50	\$2,392.50	\$4,785.00
10	Rainbow Road	06606	Cornell & Jeanette	McNeil	\$6,762.75	\$6,762.75	\$13,525.50
311	Remington Street	06610	Ludeen Walker	Nichols	\$2,394.50	\$2,394.50	\$4,789.00
26	Rocton Avenue	06606	Roger & Barbara	Bennorth, Trustee	\$3,291.50	\$3,291.50	\$6,583.00
290	Roger Williams Road	06610	Edwin	Nunez	\$4,350.00	\$4,350.00	\$8,700.00
471	Salem Street	06606	Craig G. and Karen V.	Wainwright	\$2,290.00	\$2,290.00	\$4,580.00
280	Summit Street	06606	Arlene D.	Bloschichak	\$2,831.00	\$2,831.00	\$5,662.00
325	Tesiny Avenue	06606	Manuel	Lliguichuzcha	\$4,018.00	\$4,018.00	\$8,036.00
43	Texas Avenue	06610	Damon & Charlene	Fleming	\$3,192.50	\$3,192.50	\$6,385.00
190	Thorme Street	06606	Shauna Kay	Whyte	\$3,617.50	\$3,617.50	\$7,235.00
98	Vine Street	06604	Judith C.	Creatore	\$4,195.50	\$4,195.50	\$8,391.00
249	Vine Street	06604	Melody Thergood &	Isaiah Sheffield-Thergood	\$5,341.00	\$5,341.00	\$10,682.00
208	Wheeler Avenue	06606	Joel & Rosalinda	Valentine	\$2,474.00	\$2,474.00	\$4,948.00
1075	Wood Avenue	06604	Edward	Green	\$4,469.25	\$4,469.25	\$8,938.50
1385	Wood Avenue	06604	Norman T.	Glover	\$2,435.00	\$2,435.00	\$4,870.00
176	Woodland Avenue	06605	Peyton	Williams	\$5,330.75	\$5,330.75	\$10,661.50
34	Woodmont Avenue	06606	Ray N. and Jacqueline	Smalls	\$3,506.50	\$3,506.50	\$7,013.00
86	Woodmont Avenue	06606	Oneil and Annisha	Webb	\$2,827.00	\$2,827.00	\$5,654.00



City of Bridgeport
DEPARTMENT OF POLICE
Parking Authority

City Hall • 45 Lyon Terrace • Rm 225 • Bridgeport, Connecticut 06604 • (203) 581-5287

Rebecca Garcia
Chief of Police

January 28, 2022

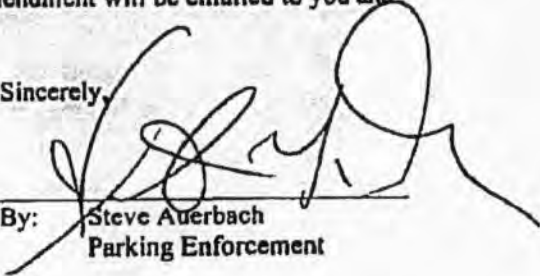
Frances Ortiz
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: **AMENDMENT TO ORDINANCE 10.12.080 (ILLEGAL PARKING IN A BUS ZONE);
AMENDMENT TO ORDINANCE 10.16.070 (RATES AND CHARGES: GRACE
PERIOD; PROMPT PAYMENT DISCOUNT; IMMOBILIZATION;
EXEMPTIONS)**

Dear Frances:

Enclosed please two original resolutions and FOURTEEN (14) copies of each regarding the above captioned matter. Please place this matter on the City Council agenda on February 7, 2022 for referral to the Ordinance Committee. Electronic copies of each proposed amendment will be emailed to you and Lonnelle Pettway.

Sincerely,


By: Steve Auerbach
Parking Enforcement

cc. Associate City Attorney Michael C. Jankovsky

RECEIVED
CITY CLERK'S OFFICE
22 JAN 28 PM 2:01
ATTEST
CITY CLERK

RESOLUTION

AMENDMENT TO ORDINANCE 10.12.080 (ILLEGAL PARKING IN A BUS ZONE)

WHEREAS, Bridgeport Ordinance 10.12.080 Illegal Parking in a Bus Zone prohibits parking within a bus zone and imposes a fine of forty five (\$45.00) dollars per violation; and

WHEREAS, for many years now, the City has actually been imposing a fine of sixty (\$60.00) dollars on those who illegally park in bus zone, however the ordinance was never amended to reflect said change; and

WHEREAS, the standard form parking violation ticket used by the police includes a sixty (\$60) dollar fine for illegal parking in a bus zone; and

WHEREAS, sixty (\$60.00) dollars is an appropriate fine for illegally parking in a bus zone; and

WHEREAS, there is a need to conform the penalty section of 10.12.080 with the parking tickets being issued and a rational basis to impose a fine of sixty (\$60.00) dollars for illegally parking in a bus zone.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances **Chapter 10.12.080 ILLEGAL PARKING IN A BUS ZONE** is hereby amended as follows:

ORIGINAL ORDINANCE WITH PROPOSED AMENDMENTS

10.12.080 Illegal parking in a bus zone.

- A. No person driving or controlling a vehicle shall stop or park or cause or permit the same to be stopped or parked within an established bus stop zone.
- B. Violators of this section shall be fined ~~sixty~~forty-five dollars (~~\$60.00~~~~\$45.00~~) payable to the department of police within fourteen (14) days. Violators who fail to pay within this period shall be fined an additional penalty of ~~sixty~~ forty-five dollars (~~\$60.00~~~~\$45.00~~).

CLEAN FINAL VERSION

10.12.080 Illegal parking in a bus zone.

- A. No person driving or controlling a vehicle shall stop or park or cause or permit the same to be stopped or parked within an established bus stop zone.
- B. Violators of this section shall be fined sixty dollars (\$60.00) payable to the department of police within fourteen (14) days. Violators who fail to pay within this period shall be fined an additional penalty of sixty dollars (\$60.00).



City of Bridgeport
DEPARTMENT OF POLICE
Parking Authority

City Hall • 45 Lyon Terrace • Rm 225 • Bridgeport, Connecticut 06604 • (203) 581-5287

Rebecca Garcia
Chief of Police

January 28, 2022

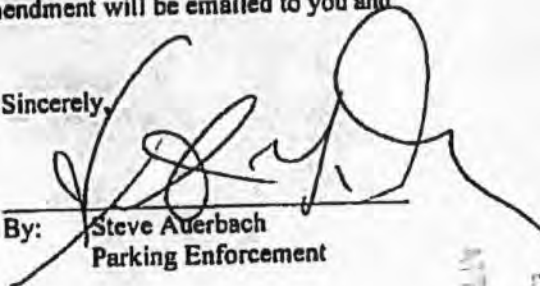
Frances Ortiz
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

**Re: AMENDMENT TO ORDINANCE 10.12.080 (ILLEGAL PARKING IN A BUS ZONE);
AMENDMENT TO ORDINANCE 10.16.070 (RATES AND CHARGES: GRACE
PERIOD; PROMPT PAYMENT DISCOUNT; IMMOBILIZATION;
EXEMPTIONS)**

Dear Frances:

Enclosed please two original resolutions and FOURTEEN (14) copies of each regarding the above captioned matter. Please place this matter on the City Council agenda on February 7, 2022 for referral to the Ordinance Committee. Electronic copies of each proposed amendment will be emailed to you and Lonneta Pettway.

Sincerely,


By: **Steve Auerbach**
Parking Enforcement

cc. Associate City Attorney Michael C. Jankovsky

RECEIVED
CITY CLERK'S OFFICE
22 JAN 28 PM 2:04
ATTEST
CITY CLERK

RESOLUTION

*AMENDMENT TO ORDINANCE 10.16.070 (RATES AND CHARGES; GRACE PERIOD;
PROMPT PAYMENT DISCOUNT; IMMOBILIZATION; EXEMPTIONS)*

WHEREAS, Bridgeport Ordinance 10.16.070 imposes rates for parking meters and allows for a ten minute grace period before payment is made to the meter; and

WHEREAS, the ten minute grace period was instituted to allow operators to park their vehicle and get change for the meter before being fined; and

WHEREAS, the ten minute grace period could be monitored by the MPS parking meters that were in service, which took time-stamped pictures of vehicles as they pulled into metered parking spaces; and

WHEREAS, the City eliminated MPS meters and replaced them with IPS parking meters; and

WHEREAS, the new IPS parking meters do not incorporate photo meters and cannot measure the length of time a vehicle has remained stationary in a metered parking spot; and

WHEREAS, absent the presence of a parking meter attendant, it is impossible to determine whether a vehicle parked within a metered spot is within the ten minute grace period; and

WHEREAS, the ten minute grace period cannot be measured or enforced with the new IPS parking meters, and, therefore, the grace period must be eliminated.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances **Chapter 10.16.070 RATES AND CHARGES; GRACE PERIOD; PROMPT PAYMENT DISCOUNT; IMMOBILIZATION; EXEMPTIONS** is hereby amended as follows:

ORIGINAL ORDINANCE WITH PROPOSED AMENDMENTS

10.16.070 Rates and charges; grace period; prompt payment discount; immobilization; exemptions.

- A. Rates and Charges. The city council shall fix the minimum rates, rentals, fees and other charges for the use of, and for the administration, operation, construction, maintenance, replacement, services rendered and facilities furnished or to be furnished by each parking meter and parking facility. Such rates, rentals, fees and other charges shall be so fixed and revised as to provide funds sufficient at all times (a) to pay the cost of maintaining, repairing and operating the parking system, parking meters and parking facilities, including reserves for such purpose and for replacements and depreciation, (b) to pay the principal of and the interest on revenue bonds as the same become due and reserves therefore and (c) to provide a reserve fund as a margin of safety for making such payments as such revenue bonds may require. The rates, rentals, fees and other charges for the service and facilities furnished or to be furnished in the city's parking system are as follows:

Parking meters:

Daily ordinary rate unless otherwise authorized by ordinance \$1.00/hour

Special parking zone rate 2.00/hour

Delivery meter bag permit until midnight 25.00/day

Failure to timely return immobilization device in 24 hours to parking administrator 125.00

- B. Grace Period. There shall be a ~~ten-minute~~^{no} grace period within which to make initial payment for a metered parking space before a violation is incurred. ~~Additionally, a vehicle may remain parked in a metered space for not more than ten minutes after the time paid for has expired without incurring a violation. A vehicle may remain parked in a metered space during Saturdays and Sundays without incurring a violation.~~
- C. Prompt Payment Discount. After the expiration of the time limit paid for by the parking fee has expired, the vehicle owner or operator may obtain a discount from the fine ordinarily assessed for the parking violation upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter.
- D. Immobilization Device. In the event that an immobilization device is placed on the vehicle for five or more accumulated and unpaid parking violations, upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter, the owner or operator will receive instructions that will enable the owner to immediately remove the immobilization device, which must be returned to the office of the parking administrator within 24 hours after the issuance of the parking violation in order to avoid the imposition of additional fines.
- E. Exemptions. The city authorizes the parking administrator to review and validate parking violations and send notices to owners based upon the data captured by the parking meters and other information available to it, and shall have the power to invalidate parking violations (i) under Chapter 10.12.010 (D) of the Code of Ordinances, (ii) on account of inoperative or inaccurate parking meters, or (iii) for other good cause shown, and shall have the power to exempt certain owners of public service vehicles, emergency vehicles, and the like in a manner consistent with city ordinances and state law.

CLEAN FINAL VERSION

10.16.070 Rates and charges; grace period; prompt payment discount; immobilization; exemptions.

- A. Rates and Charges. The city council shall fix the minimum rates, rentals, fees and other charges for the use of, and for the administration, operation, construction, maintenance, replacement, services rendered and facilities furnished or to be furnished by each parking meter and parking facility. Such rates, rentals, fees and other charges shall be so fixed and revised as to provide funds sufficient at all times (a) to pay the cost of maintaining, repairing and operating the parking system, parking meters and parking facilities, including reserves for such purpose and for replacements and depreciation, (b) to pay the principal of and the interest on revenue bonds as the same become due and reserves therefore and (c) to provide a reserve fund as a margin of safety for making such payments as such revenue bonds may require. The rates, rentals, fees and other charges for the service and facilities furnished or to be furnished in the city's parking system are as follows:

Parking meters:

Daily ordinary rate unless otherwise authorized by ordinance \$1.00/hour

Special parking zone rate 2.00/hour

Delivery meter bag permit until midnight 25.00/day

Failure to timely return immobilization device in 24 hours to parking administrator 125.00

- B. Grace Period. There shall be no grace period within which to make initial payment for a metered parking space before a violation is incurred. A vehicle may remain parked in a metered space during Saturdays and Sundays without incurring a violation.
- C. Prompt Payment Discount. After the expiration of the time limit paid for by the parking fee has expired, the vehicle owner or operator may obtain a discount from the fine ordinarily assessed for the parking violation upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter.
- D. Immobilization Device. In the event that an immobilization device is placed on the vehicle for five or more accumulated and unpaid parking violations, upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter, the owner or operator will receive instructions that will enable the owner to immediately remove the immobilization device, which must be returned to the office of the parking administrator within 24 hours after the issuance of the parking violation in order to avoid the imposition of additional fines.
- E. Exemptions. The city authorizes the parking administrator to review and validate parking violations and send notices to owners based upon the data captured by the parking meters and other information available to it, and shall have the power to invalidate parking violations (i) under Chapter 10.12.010 (D) of the Code of Ordinances, (ii) on account of inoperative or inaccurate parking meters, or (iii) for other good cause shown, and shall have the power to exempt certain owners of public service vehicles, emergency vehicles, and the like in a manner consistent with city ordinances and state law.

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

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. Wibbey



RECEIVED
CITY CLERKS OFFICE
22 JAN 12 PM 12:27
ATTEST
CITY CLERK

January 10, 2022

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>
Salma Chirinos-Aguilar	Personal Injury	Harrison Robbins-Pesce, Esq. Mills Law Firm, LLC One Whitney Ave., Ste 201 New Haven, CT 06510	\$17,500.00

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



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM
Mayor

COMM. 28-21
**Ref'd to Joint Committee on ECD&E and Contracts
on 02/07/2022**

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

February 2, 2022

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

**Re: Resolution Authorizing a Lease with Green Village Initiative Inc
For 1469 Reservoir Avenue and 20 Yaremich Drive**

Request for a Public Hearing Before the Full Council on Tuesday, February 22, 2022

Referral to the Joint ECDE & Contracts Committee

Request for Joint ECDE & Contracts Committee Meeting Prior to Monday, March 7th.

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize a Lease Agreement with Green Village Initiative Inc. for the continued use of 1429 Reservoir Avenue and 20 Yaremich Drive as a community farm.

This item will require a public hearing, which we request be ordered for the full City Council meeting of Tuesday, February 22, 2022.

This item is for referral to the Joint ECDE and Contracts Committee, which we request be convened prior to the full Council meeting of Monday, March 7, 2022.

Truly yours,

Bill Coleman

Bill Coleman
Deputy Director

C: Thomas Gill, Director
Tyisha Tom, Esq., Associate City Attorney
Thomas Gaudett

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**Resolution Authorizing a Lease Agreement
with
Green Village Initiative Inc.
for
1429 Reservoir Avenue and 20 Yaremich Drive**

WHEREAS, the City's Master Plan of Conversation and Development, Plan Bridgeport (adopted by the City Council on April 1, 2019, and officially adopted by the Planning and Zoning Commission on April 22, 2019) establishes among its guiding principles that Bridgeport shall be a community where *residents are healthy and have access to healthy food and where nature is present and accessible throughout....* (p. 5, Plan Bridgeport);

WHEREAS, Plan Bridgeport establishes as a goal that the City shall *increase the number of urban gardens and, using the 2019 Urban Agriculture Master Plan, [shall] introduce new gardens in appropriate areas....*" (Goal 5.4.6, p. 96, *Bridgeport Values Nature, Plan Bridgeport*);

WHEREAS, Chapter 2.123 of the Bridgeport Municipal Code of Ordinances, enacted December 3, 2012, establishes the **Food Policy Council** to *improve the availability of healthy fresh food to all residents and to increase food production* and to establish policy with respect to land use such that *in determining the use to be made of city ... redevelopment parcels, [City agencies] shall give special consideration to the benefit of using such sites, at least in part, for food production....* (Ch. 2.123.020 B, 1,4).

WHEREAS, on June 19, 2019, the Food Policy Council adopted the document entitled, Cultivating Community: An Urban Agriculture Master Plan for Bridgeport, which recommended the creation of a *uniform City-owned vacant lot leasing process (Section 4B.4, Recommendations, p. 19 of the Urban Agriculture Master Plan)*;

WHEREAS, on September 19, 2011, by Resolution #92-10, the City Council approved a lease (the "**Existing Lease**") between the City and **Green Village Initiative Inc., (the "Lessee")** to allow for the Lessee to develop and operate the **Reservoir Community Farm (the "Project")** on the approximately 1.5-acre site known as **1429 Reservoir Avenue and 20 Yaremich Drive (together, the "Property")**

WHEREAS, the Lessee has been operating the Project on the Property since April 1 of 2012 pursuant to the terms of the Existing Lease, which will expire on March 31, 2022;

WHEREAS, in light of the pending expiration of the Existing Lease, and in advancement of the Food Policy Council recommendations and the planning objectives noted above, the City and the Lessee wish to enter into a new lease agreement for the Property (the "**Lease Agreement**"), which is attached hereto and made a part hereof;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL that, based upon the statements and representations made herein, the Director of OPED is hereby authorized to finalize and to execute the Lease Agreement in substantially the form attached hereto and made a part hereof, and is further authorized to negotiate and to execute such other agreements, including, as may be needed, an Agency Agreement designating the Lessee as the City's agent for the construction and maintenance of needed improvements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City.

**LEASE AGREEMENT
BETWEEN
Green Village Initiative, Inc,
and
the CITY OF BRIDGEPORT
for 1469 Reservoir Avenue and 20 Yaremich Drive,
Bridgeport, CT 06606**

THIS AGREEMENT, hereinafter referred to as Lease, dated this _____ day of March 2022 between **CITY OF BRIDGEPORT**, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**Lessor**") and a not-for-profit corporation organized and existing under the laws of the State of Connecticut, having an address at 135 Clarence Street, Bridgeport, CT 06608 (the "**Lessee**").

WHEREAS, Lessor and Lessee acknowledge and agree that Lessee is interested in extending its occupancy and use of real property measuring approximately one and one-half acres in size located at 1469 Reservoir Avenue and 20 Yaremich Drive, Bridgeport, CT 06606, including certain improvements situated thereon, such as a maintenance and operations building, a greenhouse, 2 tool sheds, a farm stand, a small library structure, semi-permanent pallet structures, and an in-ground irrigation system, as more fully described in **Schedule A** attached hereto and made a part hereof ("**Demised Premises**") for the purpose of continuous operation of its production garden as more particularly described herein, and that the Lessor desires to continue its formal written arrangement concerning the terms and conditions of Lessee's use of the Demised Premises;

WHEREAS, by Resolution #92-10, the Bridgeport City Council approved the Lessee's use of the Demised Premises with the original Lease from April 1, 2012 to March 31, 2017 at its meeting on September 19, 2011 with an option to extend said Lease for an additional five (5) years. The resolution approving such action is incorporated by reference as if fully set forth herein and is attached hereto as **Exhibit A**;

WHEREAS, the Parties are entering into a new Lease for an additional five (5) years pursuant to the Bridgeport City Council Resolution No. _____ attached hereto as **Exhibit B**;

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

1. **Use of Demised Premises.**

1.1 **Permitted Use.** The Demised Premises may be used solely for an urban farm ("**Permitted Use**"), including the parking of passenger vehicles, light trucks and equipment necessary for the Project owned or controlled by Lessee on

days and times permitted by this Agreement, including but not limited to, growing, harvesting and selling fruits, vegetables, dairy and meat (but not raising livestock, except for honeybees); engaging and educating student interns of all ages; hosting educational and community-building events and fundraisers, and the like; composting activities; construction of a workshop, food preparation and cleaning shed, classrooms, offices, greenhouses, parking lots, driveways, portable restrooms, fencing, raised beds and any structures or other improvements reasonably necessary or desirable, provided, however, that all such activities must be in compliance with all applicable federal, state and municipal laws (the "**Project**").

No other use is permitted without the express prior written consent of the Lessor, which may be withheld in the exercise of its commercial business judgment, prohibited uses including, but not limited to, overnight parking (midnight through 6:00 a.m.) except for vehicles used in the day-to-day operation of the Project, vehicle repairs, vehicle storage, commercial vehicle parking, boat parking or storage, trailer parking or storage, unlawful storage of fuel, regulated chemicals and fertilizers, hazardous materials, and other substances that violate applicable law. Lessee shall not use the Demised Premises for any purpose in violation of any federal, state or municipal law.

1.2 Hours of Operation. Lessor agrees to permit Lessee access to the Demised Premises during daylight hours, from one hour before sunup to one hour after sundown, from Monday through Sunday, and likewise during early evening hours for occasional community events, with such events to conclude before 9pm.

1.3 Rubbish. The Lessee agrees to dispose of all trash and rubbish generated at the Demised Premises in the appropriate, designated containers and to keep all rubbish in closed containers and to keep the areas to the rear, front and sides of the Leased Premises free from boxes, cartons, and rubbish. Lessor shall bear the cost of regular removal of the trash from said containers.

2. Term; Alternate Location; Rights to Terminate; Extended Term; Restoration of Demised Premises.

2.1 The Demised Premises may be used for the Permitted Use for a period starting on April 1, 2022 and continuing until March 31, 2027 (the "**Term**"). Unless sooner terminated by the Lessor or the Lessee as provided herein, the Lessor reserves the right to terminate this agreement upon the giving of twelve (12) months prior written notice to the Lessee ("**Notice of Termination**"). Further, the Lessor must notify the Lessee no later than twelve

(12) months before the expiration of the Term that the Lessor does not intend to extend the Term ("**Notice of Non-Renewal**").

2.2 If Lessor does not provide a Notice of Non-Renewal, the Lessor and Lessee may mutually agree, to extend the Term for up to two (2) additional five (5) year terms on the same terms and conditions contained in this agreement (the "**Extended Term**"), and the Lessor reserves the right during the Extended Term to terminate the agreement upon one (1) year prior written notice to Lessee.

Initial Term @ Spring 2022 – Spring 2027
Extended Term 1 - Spring 2027- Spring 2032
Extended Term 2 - Spring 2032- Spring 2037

2.3 Upon the expiration of the Term, or the Extended Term, as the case may be, or upon the earlier termination of this Lease, the Lessor retains the right to require the Lessee to remove some or all of Lessee's property and all improvements from the Demised Premises within thirty (30) days after receipt of written notice and require the Lessee to restore the Demised Premises to the condition in which it existed at the commencement of this Lease, reasonable wear and tear and deterioration by the elements excepted, provided, however, in no event shall Lessee have any removal and/or restoration obligation whatsoever with respect to irrigation systems, raised garden beds and buildings and improvements. If Lessee fails to comply with the obligations contained in this subparagraph, the Lessor may remove the Lessee's property and improvements and restore the Demised Premises to its original condition and shall be entitled to collect the cost thereof, including expenses and reasonable attorneys' fees from Lessee within thirty (30) days of written demand. This subparagraph shall survive the expiration of the Term or the Extended Term, as the case may be, or the earlier termination of this Lease.

3. **Rent.** The annual rent for each year during the Term, or any Extended Term, shall be the sum of One Dollar (\$1.00), payable at the inception of the Term and at the inception of the Extended Term, if any.

3.1. Security Deposit. There shall be no security deposit due from Lessee.

3.2. Utilities. The Lessee shall pay all charges for gas, heat, electricity, and sewage. The Lessor shall pay for water. Lessor shall provide, repair (unless damaged by Lessee), and maintain all utility meters that are needed in connection with such utilities.

4. **No Assignment.** The Lessee shall not sublet the Demised Premises or any portion thereof, nor shall it assign its rights under this agreement to any other party. Notwithstanding the foregoing, Lessor acknowledges that Lessee has entered into signed agreements with community gardeners and urban

farmers pursuant to which such parties have the right to grow food on the Demised Premises, and Lessor hereby acknowledges and agrees that such agreements shall remain in full force and effect during the Term and/or any Extended Term of this Lease.

5. **No Representations.** Lessee acknowledges that Lessor has not made any representations or warranties as to the suitability of the Demised Premises for the Permitted Use, the location or availability of utility services, and the like.

6. **Maintenance and Repairs.**

6.1 Maintenance and Repairs. Lessee covenants and agrees to keep and maintain in good order, condition and repair the Demised Premises during the term of the Lease, or any renewal terms. Lessee covenants and agrees that it shall be responsible for all repairs, alterations, replacements, or maintenance. Lessee further agrees to be responsible for, at its own expense, snow removal, lawn maintenance, and landscaping. The Lessor agrees that it shall be responsible for the repair and maintenance of perimeter sidewalks. If the Lessee refuses or neglects to make needed repairs within thirty (30) days after written notice from the Lessor or receives a blight violation that is not cured within thirty (30) day after the receipt of a notice regarding the same, both of which shall constitute a material breach of this Lease, the Lessor is authorized to make reasonable repairs, add the reasonable cost of those repairs to the Rent due under this Lease and collect the same from the Lessee, in the Lessor's sole and absolute discretion.

6.2 Lessee Improvements. Lessee shall make no structural changes, alterations or additions to the Demised Premises without the prior written permission of the Lessor which permission shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee, at its sole cost and expense is hereby authorized to make any non-structural repairs to the Demised Premises as it may require in order to use same for the Lessee's intended use, and other minor repairs. Lessee shall have the right to construct and install exterior signage in compliance with applicable law and required approvals subject to Lessor's reasonable consent.

6.3 Liens. The Lessee shall indemnify and save the Lessor harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Lessee, and the Lessee shall have no authority on behalf of the Lessor to give anyone the right to place a lien on the Demised Premises or any part thereof and should any such lien be the Lessee shall have the same removed immediately and upon

failure to do so, the Lessor may take whatever steps are necessary to have the same removed and the cost thereof shall be paid by the Lessee to the Lessor.

7. **Development Rights.** The Bridgeport Public Library ("Library") will be using the Demised Premises, or a portion thereof, for the development of a North End Library Project within the Lease Term or an Extension Term. Lessee understands and agrees that when the Library enters a development agreement for the use of the Demised Premises, or should the Lessor decide to retain or dispose of the Demised Premises in a different manner before or following the expiration of the Term (as defined herein), the Lessor reserves the right to terminate this Lease, or to decline the Lessee's request to extend the Term if at the end of the Lease Term. If Lessor does not intend to extend the Term (defined below) or to terminate this Lease prior to the expiration of the Lease Term, the Lessor agrees to give Lessee written notice no later than twelve (12) months prior to the expiration of the Term and to make a good faith effort to relocate Lessee a mutually agreeable replacement site for the remainder of the Lease Term.

7.1 Refusal to Vacate. If the Lessee refuses or fails to vacate the Demised Premises upon receipt of a Notice of Termination, at the expiration of the Term, or at the end of the Extended Term, if any, the Lessor reserves the right to evict the Lessee and Lessee agrees that it shall indemnify and hold harmless the Lessor from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees, resulting from the Lessee's holding over. Notwithstanding anything to the contrary contained in this Agreement, if the Lessor is required to take legal action to remove the Lessee from the Demised Premises at the expiration of the Term or the Extended Term, as the case may be, or after earlier termination of the Lease, the Lessor shall have no obligation to assist with relocating the Lessee to an alternate location for the Project. This provision shall survive expiration of the Term or the Extended Term, as the case may be, or the earlier termination of this Lease.

8. **Indemnification and Insurance.**

8.1 Indemnification. The Lessee agrees to defend, indemnify and hold harmless the Lessor, its employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or any act arising out of the performance of the Lessee, including its officers, employees, volunteers, agents, invitees, and permitted assigns, including direct damage to the Lessor's property, and costs of every kind and description arising from work or activities under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause. Notwithstanding anything to the contrary set forth in this agreement, neither the Lessee's officers, employees, volunteers, agents, invitees nor permitted assigns shall have any personal liability under this Agreement. This provision shall survive the expiration of the Term or any Extended Term or the earlier termination of this Agreement.

8.2 Insurance requirements: Unless the Lessor agrees to accept Lessee's current insurance coverages and limits naming the Lessor as an additional insured party by endorsement at the inception of the Lease, the following insurance coverage is required of the Lessee on the Commencement Date and the Lessee shall ensure that the Lessee's insurance policies endorse the Lessor as an additional insured party with thirty (30) days' prior notice of cancellation. The Lessee shall procure, present to the Lessor, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A VII financial rating or rating otherwise acceptable to the Lessor.

8.2.1. Coverage Requirements. The following policies with stated minimum limits shall be maintained, in full force and effect, at all times during terms of the Lease:

- A. General Liability: Coverages to include but not be limited to: \$1,000,000 per Occurrence/\$2,000,000 Aggregate Products/Completed Operations \$2,000,000.00 Aggregate Damages to Rented Premises Coverage Equal to Building Value. Coverage shall protect the LESSOR for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. Property Insurance: To protect the financial investment of the LESSEE and LESSOR should an insurable loss occur. Special form, all-risk coverage is required, including theft Insurance for the Replacement Cost of the Personal Property of the Lessee and contents of the any facility, structure or building; Special Forms Causes of Loss; Deductible not to exceed \$2,500.00; Waiver of Subrogation and City as Loss Payee.
- C. Product Liability insuring against claims or suits brought by members of the public alleging illness from your food product, with limitations of a minimum \$500,000 per occurrence and \$1,000,000 combined primary.
- D. Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.
- E. Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event

of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

8.2.2. General requirements. All policies shall include the following provisions:

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

8.2.2.2. Certificates of Insurance—All policies will be evidenced by an original certificate of insurance, **and policy endorsement**, delivered to the Lessor and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate and endorsement required to be delivered to the Lessor prior to any occupancy of the Demised Premises under this Agreement.

8.2.2.3. Additional insured—The Lessee will arrange with its insurance agents or brokers to name the Lessor, its employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to Lessor's property, as its interest may appear. The Lessee shall submit to the Lessor upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance and corresponding policy endorsements issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A VII financial ratings or rating otherwise acceptable to the Lessor. Such certificates shall designate the Lessor in the following form and manner:

"The City of Bridgeport, its employees, agents, servants, successors and assigns ATIMA
Attention: Office of Planning and Economic Development
999 Broad Street
Bridgeport, Connecticut 06604"

8.2.3. Failure to Maintain Insurance: In the event the Lessee fails to maintain the minimum required coverage as set forth herein, the Lessor may at its option, after giving written notice to the Lessee, purchase same, and invoice the Lessee for the cost of said insurance. Lessee shall pay said invoice in full within ten (10) days of receipt of same.

8.2.4. Waiver of Subrogation. Lessee shall procure an appropriate clause in, or endorsement on, each of its general liability policies and for fire or extended coverage insurance and on all other forms of property damage insurance including, but not limited to, coverage such as water damage, property damage, boiler and machinery insurance and sprinkler leakage insurance, covering the Demised Premises or personal property, fixtures or equipment located thereon whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the Lessor, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Lessee hereby agrees that it will not make any claim against or seek to recover from Lessor for any loss or damage to property of the type covered by such insurance.

9. **Hazardous Materials; Indemnity.** Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Demised Premises by Lessee, its agents, employees, contractors or invitees, without the prior written consent of Lessor, which prohibition shall not apply to customary office and cleaning supplies. If Lessee breaches the obligations set forth in the preceding sentence, or if the presence of Hazardous Material on the Demised Premises caused or permitted by Lessee results in contamination of the Demised Premises or if contamination of the Demised Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, the Lessee shall indemnify, defend and hold Lessor and its public officials, employees and agents harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in soil or groundwater on or under the Demised Premises and directly attributable to Lessee's use and occupancy of the Demised Premises or the use of said Demised Premises by the Lessee's agents, subleases or invitees. Without limiting the foregoing, if the presence of any Hazardous Material on the Demised Premises caused or permitted by Lessee results in any contamination of the Demised Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Material to the Demised Premises by Lessee, provided that Lessor approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, and provided further that (1) Lessor cooperates with Lessee by providing reasonable access to the Demised Premises both during

the term of this Lease and subsequent to the termination or expiration of same. The provisions of this Section shall survive by one year the termination or expiration of this Lease. Notwithstanding anything contained in this Section to the contrary, Lessee shall have no responsibility or liability for the presence of any and all Hazardous Materials located on, in or under the Demised Premises at the time of the commencement of this Lease, and the Lessor shall indemnify, defend and hold Lessee and its officials, directors, managers, employees and agents harmless from any and all claims, judgments, damages, penalties, fines costs, liabilities or losses arising out of same (including, without limitation, all sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision or otherwise undertaken) which arise during or after the lease term as a result of such prior contamination.

9.1 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Connecticut or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance", "hazardous waste", or "universal waste" under appropriate Connecticut statutes or regulations, (ii) petroleum and gasoline products, (iii) asbestos or asbestos containing materials, lead or lead containing materials or polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C., Section 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., (viii) a "pesticide", "insecticide", "fungicide", or "rodenticide" under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C §§ 136 et seq.), or (ix) a "toxic substance" under the Toxic Substance Control Act (15 U.S.C. §2601 et seq). Notwithstanding the foregoing and provided that the Lessee secures the Lessor's prior written consent, the Lessee shall have the right to use and store oil and gasoline in hand-held tanks to be used for gas-powered farm equipment, and shall have the right to use and store certain canned spray insecticides to combat wasps and hornets.

10. **Condemnation.** If, during the Term or the Extended Term, as the case may be, all or any substantial part of the Demised Premises is taken by eminent domain, nothing in the Lease shall preclude Lessee from claiming and collecting from the condemning authority an award for its improvements, trade

fixtures, loss of business, and moving and relocation costs. If any condemnation or taking renders the Demised Premises untenable for Lessee's business, Lessee shall have the right to cancel the Lease upon written notice to the Lessor.

11. **Quiet Enjoyment.** Lessor hereby covenants that, as long as Lessee is not in default under the Lease, Lessee shall quietly have, hold and enjoy the Demised Premises.

12. **No Personal Liability.** Nothing contained in this Lease shall be construed to create or impose personal liability on Lessee's officers, members, directors, employees, volunteers, invitees or agents.

13. **Miscellaneous.** It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Demised Premises. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

(b) Modifications. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or the duly-authorized representative of each party.

(c) Force Majeure. In the event the Lessee or Lessor shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(d) Nondiscrimination. The Lessee agrees and warrants that during the Term of this Lease it will not discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the office of contract compliance setting forth the provisions of this section.

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

(f) Notices. All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within two (2) business days after deposit in the United States Mail, postage prepaid, certified with return receipt requested as follows:

If to Lessor:

City of Bridgeport
Office of Planning and Economic Development
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

If to Lessee:

Green Village Initiative, Inc.
135 Clarence Street
Bridgeport, CT 06608
Attn: Eleanor Angerame, Executive Director

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

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

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

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

(k) Choice of Law. This Agreement shall be governed and construed under the laws of the State of Connecticut. Lessee expressly consents to the jurisdiction of the State and Federal Court's located in the State of Connecticut.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(m) Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered
In the presence of:

LESSOR,
THE CITY OF BRIDGEPORT

By _____
Thomas Gill
Director of Office of Planning and
Economic Development

Witness

Witness

STATE OF CONNECTICUT)
)

ss: Bridgeport _____, _____

2022
COUNTY OF Fairfield)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____ signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and deed of such municipal corporation.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Signed, sealed and delivered
In the presence of:

CITY OF BRIDGEPORT

LESSEE,
The Green Village Initiative, Inc.

Witness

By _____
Eleanor Angerame
Executive Director

Witness

STATE OF CONNECTICUT)
)
2022
COUNTY OF Fairfield)

ss: Bridgeport _____, _____

On this ____ day of _____, 2022, before me, the undersigned officer,
personally appeared _____ signer and sealer of the
foregoing instrument and acknowledged the same to be his free act and deed
and deed of such municipal corporation.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Schedule A

Description of the Demised Premises

Exhibit A
City Council Resolution #92-10

Exhibit B
City Council Approval (Resolution)

Item# *13-21 Consent Calendar

Resolution Declaring Homelessness as a Public Health Crisis



**Report
of
Committee
On**

CEQA and Environment

City Council Meeting Date: February 07, 2022

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

Please Note: Mayor Did Not Sign Report

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

Item No. *13-21 Consent Calendar

WHEREAS, individuals living within the City of Bridgeport should have access to basic shelter; and

WHEREAS, members of our community should not be forced, by a myriad of circumstances including poverty, unemployment, lack of affordable housing, discrimination, addiction and/or mental illness, domestic violence, or exits from the foster care system, to live and sleep outdoors or on the street; and

WHEREAS, homeless individuals are often exposed to traffic hazards, crime, risk of death and injury, exposure to weather, lack of adequate sanitation and trash removal services, and other conditions that are detrimental to their health and safety; and

WHEREAS, the COVID-19 pandemic has highlighted the interdependence between a person's housing stability and their health. The stress of experiencing housing instability and living on the street or in a shelter make people exponentially more likely to contract and die from COVID-19; and

WHEREAS, homelessness is not unique to Bridgeport, it is a regional and statewide health and safety crisis with people without homes finding it necessary to sleep outdoors at night when homeless shelters or other indoor living arrangements are not available; and

WHEREAS, conditions have reached a magnitude such that they are beyond the control of the services, personnel, equipment, and facilities available within our city; and

WHEREAS, homelessness affects Bridgeport's citizens disproportionately with more African American, Latino, and elderly individuals experiencing homelessness; and

WHEREAS, in spite of substantial efforts that have been made by local, state, and federal government agencies, non-profit and for-profit organizations, and dedicated individuals, homelessness is a problem that continues to afflict our city; and

WHEREAS, sufficient options do not exist in Bridgeport to address the needs of all those without shelter, including the significant portion of the homeless who require special accommodations due to physical and/or mental disabilities; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on ECD and Environment

Item No. *13-21 Consent Calendar

-2-

WHEREAS, providing decent, safe, and stable housing combined with crucial support services are two primary components of successful transition from homelessness to a safer and healthier way of living; and

WHEREAS, given the extent of the homeless crisis, the City Council of Bridgeport finds that more immediate and expeditious efforts are necessary to develop solutions that are safe and meet basic standards; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bridgeport that homelessness is a public health crisis in Bridgeport that we are not able to solve on our own, it truly is a regional, state, and national issue that will worsen unless immediate action is taken to elevate the issue to the highest priority; and

BE IT FURTHER RESOLVED that the City of Bridgeport will continue to advocate locally for relevant policies to reduce homelessness in communities of color, and support local, state, regional, and federal initiatives that advance efforts to provide funding for a broad range of options for homeless individuals including permanent supportive housing, decent shelter, and wrap around services to eliminate homelessness.

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

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

City Council Date: February 7, 2022

Item # *16-21 Consent Calendar

Grant Submission re: United Way of Fairfield County
Impact Philanthropy - Fund - COVID Relief for
Residents in Need. (#22480)



**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: February 07, 2022

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

Item No. *16-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the**

**United Way of Coastal Fairfield County Impact Philanthropy Fund
COVID Relief for Residents in Need (#22480)**

WHEREAS, the **United Way of Fairfield County** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Impact Philanthropy Fund- COVID Relief for Residents in Need**; and

WHEREAS, the purpose of the grant program is to support town residents who are struggling under the weight of the COVID crisis and/or in need of emergency support; and

WHEREAS, the funds under this grant will be used to provide gift cards to residents impacted by COVID-19; and

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 **United Way of Coastal Fairfield County** for the purpose of its **Impact Philanthropy Fund- COVID Relief for Residents in Need**; 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 **United Way of Coastal Fairfield County** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *16-21 Consent Calendar

-2-

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

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

City Council Date: February 7, 2022

Item# *18-21 Consent Calendar

Resolution regarding the approval of the 2022-2024
Citizen Union Committee.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: February 7, 2022

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

Item No. *18-21 Consent Calendar

**2022-2024
CITIZEN PARTICIPATION PLAN
AND
CITIZENS UNION RESOLUTION**

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizen's Union; and

WHEREAS, the Citizen's Union is incorporated into Bridgeport's Citizen Participation Plan; and

WHEREAS, the purpose of the Citizen's Union is to provide the citizens of Bridgeport with an organized structure and opportunity to participate in the planning and development of the City's Annual Action Plan which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, one representative can be appointed by each of the twenty Bridgeport City Council members for up to twenty Citizen Union members; and

WHEREAS, a total of 20 members have been selected to serve on the 2022-2024 Citizens Union; and

NOW, THEREFORE BE IT RESOLVED, that the Bridgeport City Council hereby approves the appointments of the attached 2022-2024 Bridgeport Citizen's Union as selected by members of the Bridgeport City Council.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *18-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy-Marie Vizzo-Paniccia, **Co-Chair**

Tyler Mack, **Co-Chair**

Rolanda Smith

Alfredo Castillo

Aikeem G. Boyd

Matthew McCarthy

Wanda R. Simmons

City Council Date: February 7, 2022

2021-2023
Bridgeport Citizen Union
PY48

District	NAME ADDRESS, PHONE, EMAIL	NAME, ADDRESS, PHONE, EMAIL
130	Derwin Hill 60 Waldorf Avenue Bridgeport, CT 06605 203-209-7639 Dkhill75@gmail.com Mathew McCarthy	Maureen Hart 56 Fayerweather Terrace Bridgeport, CT 06605 203-913-3036 Maureen.hart@gmail.com Scott Burns
131	Sean Jones 1042 Broad Street Unit 406 Bridgeport, CT 06604 210-793-508 Jonesplnv@gmail.com Tyler Mack	Lawrence Fong 224 Alsace Street Bridgeport, CT 06604 203-612-1246 (h) 516-987-1228© Chenfong2075@gmail.com Jorge Cruz
132	Dasha Spells 284 Beechwood Avenue Bridgeport, CT 06604 (203) 243-6325 Dashaspellms@gmail.com Marcus Brown	Lamond Daniels 2612 North Avenue Unit A8 Bridgeport, CT 06604 (203) 993-4956 Lamond.daniels@gmail.com Rolanda Smith
133	Raymond Collett 94 Sidney Street Bridgeport, CT 06606 203-543-0785 Racolle@gmail.com Jeanette Herron	 Aikeem Boyd
134	Don Donaldson 87 Rosalie Drive Bridgeport CT 06606 Usmarine7781@aol.com Amy Marie Vizzo-Paniccia	 Michele Lyons
135	 Rose Roman - Christy	 Mary McBride-Lee
136	 Avelino Silva	 Alfredo Castillo

ATTEST
CITY CLERK

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137	<p>Miriam Agea 155 Sherman Street Bridgeport CT 06608 203-583-1058 <u>Ageam1966@gmail.com</u></p> <p>Aidee Nieves</p>	<p>Carmen Rodriguez 234 Hough Avenue Bridgeport CT 06608 203-514-1022 <u>Aqua322@yahoo.com</u></p> <p>Maria Ines Valle</p>
138	<p>Helen Losak 306 Bradley Street Bridgeport, CT 06610 203-335-0677 <u>helenlosak@aol.com</u></p> <p>Maria Pereira</p>	<p>Sharon Bernard 213 Virginia Avenue Bridgeport, CT 06610 203-556-6730 <u>Sharonabernard@optimum.net</u></p> <p>Michele Smalls</p>
139	<p>Khalid Muhammad 67 Prince Street Bridgeport, CT 06610 203-275-9761 <u>Khalid.w.muhammad@gmail.com</u></p> <p>Wanda Simmons</p>	<p>Eneida Martinez 819 Connecticut Avenue Unit 2 Bridgeport, CT 0660 203-650-49 <u>Eneida817@gmail.com</u></p> <p>Ernest Newton</p>

Item# *20-21 Consent Calendar

Appointment of Tiheba Bain (D) to the Zoning Board of Appeals.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: February 7, 2022

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

Item No. *20-21 Consent Calendar

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

NAME

TERM EXPIRES

Tiheba Bain (D)
145 Hope Street
Bridgeport, CT 06605

December 31, 2023

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy-Marie Vizzo-Paniccia, **Co-Chair**

Tyler Mack, **Co-Chair**

Rolanda Smith

Alfredo Castillo

Aikeem G. Boyd

Matthew McCarthy

Wanda R. Simmons

City Council Date: February 7, 2022

Item# *22-21 Consent Calendar

Worker's Compensation Settlement re: Michael and Karen (Widow) Rodriguez - Claim No. W000818810.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: February 7, 2022

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

Item No. *22-21 Consent Calendar

BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Jose Negrón upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

<u>Name</u>	<u>Nature of Claim</u>	<u>Attorney</u>	<u>Amount</u>
Michael & Karen (Widow) Rodriguez	Workers' Compensation Stipulation	Atty David Morrissey 203 Church Street Naugatuck, CT 06770	\$64,000.00

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy-Marie Vizzo-Paniccia, **Co-Chair**

Tyler Mack, **Co-Chair**

Rolanda Smith

Alfredo Castillo

Aikeem G. Boyd

Matthew McCarthy

Wanda R. Simmons

City Council Date: February 7, 2022