

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 17, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 20, 2023

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

- 54-22** Request from OPED to Order a Public Hearing for May 1, 2023 at 7:00 p.m. re: Proposed Resolution Authorizing the Mt. Growmore Land Development Agreement and Ground Lease Agreement with East End NRZ Market & Café, Inc. for the properties located at 329 Central Avenue, 118 and 124 Suggetts Lane and 128 Trowel Street.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 48-22** Communication from Tax Collector re: Refund of Excess Payments – The Knowlton, LLC regarding 305 Knowlton Street, referred to Miscellaneous Matters Committee.
- 49-22** Communication from Tax Collector re: Refund of Excess Payments – LERETA regarding 858 Noble Avenue, referred to Miscellaneous Matters Committee.
- 50-22** Communication from Tax Collector re: Refund of Excess Payments – Passenger Transport Services, LLC regarding 44 River Street, referred to Miscellaneous Matters Committee.
- 51-22** Communication from Finance re: Proposed Professional Services Agreement with Clifton Larson Allen, LLC (CLA) for Auditing Services, referred to Contracts Committee.
- 52-22** Communication from Housing & Community Development re: Proposed Amendment to the City’s Program Year 49 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership (HOME); and Housing Opportunities for Persons with AIDS (HOPWA), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 53-22** Communication from Housing & Community Development re: Proposed Resolution regarding a Substantial Amendment to the City's Program Year 46 Annual Action Plan as it relates to the Emergency Solutions Grant (ESG), referred to Economic and Community Development and Environment Committee.

- 54-22** Communication from OPED re: Proposed Resolution Authorizing the Mt. Growmore Land Development Agreement and Ground Lease Agreement with East End NRZ Market & Café, Inc. for the properties located at 329 Central Avenue, 118 and 124 Suggetts Lane and 128 Trowel Street, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *41-22** Budget and Appropriations Committee Report re: (Ref. #76-20) Amendment to the 2021 American Rescue Plan Act Grant for the City of Bridgeport.

- *31-22** Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2022 Assistance to Firefighters Grant Program (#23212 & #23483).

- *36-22** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice – Congressional Directed Spending FY23 COPS Technology Grant Program – Rapid DNA Kiosk (#23207).

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 17, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

- | | |
|--|--|
| 1.) Donald Wilson
Bridgeport Youth Lacrosse
56 Fairview Avenue
Bridgeport, CT 06606 | Peace Week "2023" June 3 rd -11 th 2023,
Community Sports and Music Festival. |
| 2.) John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605 | Bridgeport Governance & Finances. |



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

JOSEPH P. GANIM
Mayor

VERONICA JONES
Tax Collector
RECEIVED
CITY CLERKS OFFICE
23 APR - 3 PM 12: 56
TEST
CITY CLERK

DATE: March 27, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

**KNOWLTON LLC THE
305 KNOWLTON STREET
BRIDGEPORT CT 06608**

**REFERENCE:
305 KNOWLTON ST
BRIDGEPORT, CT 06608**

**Refund due: \$12,342.19
2021-01-0000221
1651-01-----
305 KNOWLTON STREET**

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that KNOWLTON LLC THE

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2021

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

KNOWLTON LLC THE
 305 KNOWLTON STREET
 BRIDGEPORT, CT 06608

2021-01-0000221
 1651--01-----
 305 KNOWLTON ST



To _____ Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2022	24,684.38	0.00	0.00	0.00	24,684.38	
Total Paid	01/31/2023	37,026.57	0.00	0.00	0.00	37,026.57	-12,342.19 ***
Adjusted Refund		-12,342.19	0.00	0.00	0.00	12,342.19	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

 Print Name

 Signature of Taxpayer

 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 12,342.19
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 16 DAY OF March 2023

 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

305 Knowlton

Gonzalez, Luz

From: Mariela Varrone <mvarrone@nsbonline.com>
Sent: Monday, March 13, 2023 5:11 PM
To: Gonzalez, Luz; Jones, Veronica
Cc: Escrow
Subject: RE: 305 KNOWLTON ST - double paid taxes

Hi, thank you for the update. Once it's signed off, it can be sent directly to me or our escrow group.

Escrow group email address: Escrow@NSBonline.com

If you need our mailing address:

Newtown Savings Bank 39 Main Street, Newtown CT 06470, attention: Escrow group-Loan servicing

Thank you

Mariela Varrone
Escrow Servicing Manager
mvarrone@nsbonline.com
T. 203.426.4440 ext. 3018 F. 203.270.4430
39 Main Street, Newtown, CT 06470



From: Gonzalez, Luz <Luz.Gonzalez@Bridgeportct.gov>
Sent: Monday, March 13, 2023 5:03 PM
To: Mariela Varrone <mvarrone@nsbonline.com>
Cc: Jones, Veronica <Veronica.Jones@Bridgeportct.gov>
Subject: RE: 305 KNOWLTON ST - double paid taxes

External Email – Think Before You Click: Do not click on any links or open any attachments unless you trust the sender and know

Good Afternoon,

The process for amounts over 10,000 will need to be signed off by the common counsel.

Thanks
Luz Gonzalez

Gonzalez, Luz

From: Jones, Veronica
Sent: Thursday, March 9, 2023 9:13 AM
To: Gonzalez, Luz
Subject: FW: Knowlton Tax Bill
Attachments: billDetail_bridgeport_20211221.pdf

From: Mariela Varrone <mvarrone@nsbonline.com>
Sent: Wednesday, March 8, 2023 2:00 PM
To: Collector 311 <Collector311@Bridgeportct.gov>
Cc: Escrow <escrow@nsbonline.com>
Subject: FW: Knowlton Tax Bill

Hi good afternoon,

We were contacted by a mutual customer yesterday. The Knowlton LLC, Shiran Nicholson, accidentally paid their real estate property tax bill in January 2023. The customer had forgotten that the bank (Newtown Savings Bank) escrows and pays for those taxes. So since we paid the taxes as we should have, there was a double tax payment made.

Can you tell me who - if we (Newtown Savings Bank) or the customer - paid the property real estate taxes first this past January 2023.


I attached their tax bill for 305 KNOWLTON ST

If Newtown Savings Bank paid the January taxes first, then we would like to know if we could sign an approval form for you so that the customer is able to get reimbursed for the extra payment that they accidentally made. If you could send that to us to sign we would greatly appreciate it. Our email is Escrow@NSBOnline.com

Thank you,

Mariela Varrone
Escrow Servicing Manager
mvarrone@nsbonline.com
T. 203.426.4440 ext. 3018 F. 203.270.4430
39 Main Street, Newtown, CT 06470

Attn: Loan Servicing Escrow Group



**Newtown
Savings Bank**
The Power of Local
Best Small Bank in Connecticut



Tax Collection Clerk

From: Mariela Varrone <mvarrone@nsbonline.com>
Sent: Monday, March 13, 2023 3:38 PM
To: Gonzalez, Luz <Luz.Gonzalez@Bridgeportct.gov>
Cc: Escrow <escrow@nsbonline.com>
Subject: RE: 305 KNOWLTON ST - double paid taxes

Hi good afternoon Luz, would you be able to give me the email for Mr. John Martinsky ? I would like to follow up with him, thank you.

Mariela Varrone
Escrow Servicing Manager
mvarrone@nsbonline.com
T. 203.426.4440 ext. 3018 F. 203.270.4430
39 Main Street, Newtown, CT 06470

 **Newtown Savings Bank**
The Power of Local
Best Small Bank in Connecticut



From: Mariela Varrone
Sent: Thursday, March 9, 2023 12:12 PM
To: Gonzalez, Luz <Luz.Gonzalez@Bridgeportct.gov>
Subject: RE: 305 KNOWLTON ST

Thank you so much

From: Gonzalez, Luz <Luz.Gonzalez@Bridgeportct.gov>
Sent: Thursday, March 9, 2023 11:10 AM
To: Mariela Varrone <mvarrone@nsbonline.com>
Cc: Jones, Veronica <Veronica.Jones@Bridgeportct.gov>
Subject: 305 KNOWLTON ST

External Email – Think Before You Click: Do not click on any links or open any attachments unless you trust the sender and know

Dear Ms. Varrone

I have forwarded the information to our accountant Mr. John Martinsky to process the refund. He will notify you as to who receives the refund.

Thank you,
Luz Gonzalez
Tax Collection Clerk

Disclaimer

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Disclaimer

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Newtown Savings Bank
The Power of Local

Official Bank Check

51-7229
2211

435022480

NOTICE TO CUSTOMERS

If this check is lost, stolen or destroyed within 90 days of the purchase date, an Indemnity Agreement and indemnification Bond will be required for a replacement check or refund.

DATE
1/20/2023

PAY

EXACTLY **785,224 AND 42/100 DOLLARS

\$785,224.42

TO
THE
ORDER
OF

TAX COLLECTOR OF BRIDGEPORT

MEMO

JANUARY DISBURSEMENT

William J. McArthur

⑆0⑆ 35022480⑆ ⑆221172296⑆ 721087345⑆

upload for Payment file - Newtouri Saving Bank

B 010120230001

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P000120211002988500000033265301012023
P000120211003014300000101717301012023
P000120211001162800000112899001012023
P000120211001232100000025548401012023

- Bill number and Tax amount -
2021-1-0000221 \$12,342.19

P000120211003127200000025114101012023
P000120211002136300000045916701012023
P000120211002136400000033941601012023
P000120211002364100000010204301012023
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P000120211002220800000012592701012023
P000120211000956600000041527401012023
P000120211001798600000043589101012023
P000120211002864500000155038301012023
P000120211002278100000042110501012023
T0001 00007852244201012023
G 00007852244201012023

Total check amount: \$785,224.42



OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

JOSEPH P. GANIM
Mayor

VERONICA JONES
Tax Collector
RECEIVED
CITY CLERKS OFFICE
23 APR - 3 PM 12: 56
TEST
CITY CLERK

DATE: March 27, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

LERETA
ATTN: R/E TAX REFUNDS
901 CORPORATE CENTER DR.
POMONA, CA 91768

REFERENCE:
858 NOBLE AVE
BRIDGEPORT, CT 06608

Refund due: **\$23,898.46**
2021-01-0000483
1613-01-----
858 NOBLE AVE

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that BLUE NOBLE LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2020

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

BLUE NOBLE LLC
 5014 16TH AVE
 BROOKLYN, NY 11204

2020-01-0000483
 1613--01-----
 858 NOBLE AV



aka Check
fill to LERETA
 ATTORNEY Tax Returns
 901 Corporate Center Dr.

To Pomona, CA 91768

Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2021	47,796.92	0.00	0.00	0.00	47,796.92	
Total Paid	02/01/2022	71,695.38	0.00	0.00	0.00	71,695.38	-23,898.46 ***
Adjusted Refund		0.00	0.00	0.00	0.00	23,898.46	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name

Signature of Taxpayer

Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 23,898.46
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 08 DAY OF February 2023

TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body _____

2/5/23 Write from LER 71A sum pay account in January, 2022 and made the \$23,898.46 payment below.



SLK Global Solutions America, Inc.
RETS Payment Processing
2727 LBJ Freeway, Suite 806
Dallas, TX 75234
TEL: 877-923-4829

TEXAS CAPITAL BANK
RICHARDSON, TX 75082
32-1797/1110

PAY Two Hndrd Twelve Thsnd Forty and 63/100 *****

TO THE ORDER OF
TAX COLLECTOR CITY OF BRIDGEPORT
TAX COLLECTOR CITY OF BRIDGEPORT
325 Congress Street
Bridgeport, CT 06604

⑈007088⑈ ⑆111017979⑆ 1411026048⑈

7088
DATE 7/12/2021
AMOUNT \$ 212,040.63



VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED
Robert J. ...
Quinton ...
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED DETAILS ON BACK



SLK Global Solutions America

Date : July 12, 2021

Bridgeport City (Fairfield)
Tax Collector City of Bridgeport
325 Congress Street
Bridgeport, CT 06604

Dear: Tax Office,

The attached payment represent parcels located in your collecting area. SLK Global Solutions America is paying on behalf of Sabal Capital

Any receipts please mail to: SLK Global Solutions America
2727 LBJ Freeway Suite 806
Dallas, Tx 75234

If you should have any questions please contact us at 469.646.8761

Sincerely,

Payment Processing Tax Cycle
SLK Global Solutions America



Agency Number : 090011001

Payment Collection : Semi-Annual

Pay to Name : Tax Collector City of Bridgeport

Pay to Address : 325 Congress Street

Pay to City, State and Zip Code : Bridgeport CT 06604

Client # : 1030


Client Name : Sabal Capital

Ck Amount : \$ 212,040.63

Ck Number : 0000007088

Parcel	Application Number	Year	Instalment #	Due Date	Amount Due	Bill Received
2107-03X-----	10023918	2020	2.1	2021-08-01	\$26,390.73	N
1052--13-----	10024047	2020	2.1	2021-08-01	\$16,591.17	N
1227--23-----	10024104	2020	2.1	2021-08-01	\$15,609.63	N
1438--02A-----	10024142	2020	2.1	2021-08-01	\$16,121.91	N
1224--09-----	10024143	2020	2.1	2021-08-01	\$21,609.64	N
0435--08	10024158	2020	2.1	2021-08-01	\$60,547.90	N
1613--01-----	10034787	2020	2.1	2021-08-01	\$23,898.46	N
2110--06B-----	10031359	2020	2.1	2021-08-01	\$14,766.05	N
2110--19-----	10031359	2020	2.1	2021-08-01	\$941.56	N
2214--24-----	10031359	2020	2.1	2021-08-01	\$830.55	N
2214--25-----	10031359	2020	2.1	2021-08-01	\$14,733.03	N

Total Check Amount : \$212,040.63


 LERETA
 901 Corporate Center Drive
 Pomona, CA 91768
 (800) 537-3821

EastWest Bank

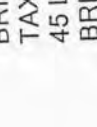
0000292235

Date 1/31/2022

Pay Amount *****27,061.19*

Pay *TWENTY-SEVEN THOUSAND SIXTY-ONE AND 19 / 100

BRIDGEPORT CITY
 TAX COLLECTOR
 45 LYON TER RM 123
 BRIDGEPORT, CT 06604


 The Bank

000000797735100322070381:8003019981
 requesting
 ut.

 Overpaid Tax
 23,898.46 ***

01/2020

LERETA Tax Payment Transmittal

Checks Enclosed For BRIDGEPORT CITY

M: Today

E: 02/01/22

CT2022T1

060010103

Prepared by:

Breanna

1-800-537-3821 ext

1749

Payment Total: \$27,061.19

Total Number of Checks: 1

Customer 75440

FAY SERVICING, LLC

TPA

Check Number

Check Amount

0000292235

\$27,061.19

Customer Total:

\$27,061.19

Payment Total:

\$27,061.19

Total Number of Checks:

1

Questions regarding this payment?

Please Contact: Customer Service

Address

Phone (888) 534-5283

901 Corporate Center Dr

Fax (626) 915-0634

Pomona

CA

91768

Please send all Refunds payable to LERETA, LLC or the Mortgage Company with detail to:

LERETA Attn: Central Refunds

901 Corporate Center Drive

Pomona, CA 91768

LERETA

If returning checks to LERETA, please do not indicate "Void" on checks, banking regulations have changed regarding the processing of these types of checks.

ORTTX-150-01
TAX PAYMENT SYSTEM - AUTO
TAX COLLECTOR
45 LYON TER RM 123
BRIDGEPORT, CT 06604-4011

060010103 BRIDGEPORT CITY
REAL ESTATE TAX SERVICES DIVISION
LERETA

DATE: 01/27/22 PAGE: 1
TIME: 15:00:26
JOB NAME: CT202228
POSTAL PROTECT: CUR

CUSTOMER NUMBER: 75440 NAME: FAY SERVICING, LLC

TAX IDENTIFICATION

BILL NUMBER SEQ NO PAYMENT AMOUNT CONTRACT-SEQ
0000483 0001 \$23,898.46 39576235-0001
ADDR: 858 NOBLE AVE BRIDGEPORT CT 066081003

1613--0--
NAME: BLUE NOBLE LLC

2450--16--
NAME: GWENDOLYN BROWN

0004302 0002 \$3,162.73 53829748-0001
ADDR: 98 VALLEY AVE BRIDGEPORT CT 06606

** CUSTOMER TOTALS ** CUSTOMER: 75440 RECORD COUNT: 2 PAYMENT TOTAL: \$27,061.19

Transaction Date: 1/31/2022 1:27:30 PM
Account Number: 1613--01-----
Invoice Number: 2020010000483-2
Auth Order Number: H2B31M2728460
Invoice Type: Real Estate
Customer: BLUE NOBLE LLC
Address: 5014 16TH AVE
City, State, Zip: BROOKLYN, NY 11204
Phone Number:
Email Address: Nachmen@leibishfried.com
RTE / Account: 026013576 / XXXXXX3505
Account Type: Checking
Transaction Code: Sale
Transaction Amount: \$23,898.46
Convenience Fee: \$0.00
Total Amount: \$23,898.46
Reference: 61F82A12E3203D6B6ED5A1D280F5EC10EF90543A
Message: PAYMENT PROCESSED 242217
Biller Reference:
WSReportID: 1847
Payment Source: Shopping Cart
Payment Processed By: N/A
Remote IP: 151.205.99.86



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

JOSEPH P. GANIM
Mayor

VERONICA JONES
Tax Collector

RECEIVED
CITY CLERKS OFFICE
23 APR - 3 PM 12: 56
ATTEST
CITY CLERK

DATE: March 27, 2023
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

**PASSENGER TRANSPORT SERVICES LLC
583 SOUTH STREET
NEW BRITAIN, CT 06051**

**REFERENCE:
44 RIVER ST
BRIDGEPORT, CT 06604**

**Refund due: \$48,649.24
2021-01-0022650
1537-18M-----
44 RIVER ST**

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that PASSENGER TRANSPORTATION SERVICES LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2021

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

PASSENGER TRANSPORTATION SERVICES LLC
 583 SOUTH STREET
 NEW BRITAIN, CT 06051

2021-01-0022650
 1537--18M-----
 44 RIVER ST



2021010022650

To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2022	48,649.24	0.00	0.00	0.00	48,649.24	
Total Paid	01/31/2023	97,298.48	0.00	0.00	0.00	97,298.48	-48,649.24 ***

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

 Print Name

 Signature of Taxpayer

 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 48,649.24
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 24 DAY OF February 2023

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____ COLLECTOR
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

Martinsky, John

From: Donna Slaga <donna.slaga@dattco.com>
Sent: Thursday, March 9, 2023 11:42 AM
To: Martinsky, John
Subject: Tax Overpayment
Attachments: Tax Over Payment.pdf

Hello John,

We spoke yesterday on the phone. One of our companies, Passenger Transportation Services, LLC, has an overpayment of \$48,649.24 due to double property tax payments. We would like to request the full amount be returned to us if possible. I have attached copies of the two checks, as you requested, along with an account invoice. We understand the decision can take quite some time and needs to be made by the Common Council. Any help with this matter would be greatly appreciated.

Thank you,

Donna Slaga

Donna Slaga
Executive Assistant



315 South Street | New Britain, CT 06051

p +1 860.229.4878 x4645



IMPORTANT NOTICE: This message is intended exclusively for the individual(s) to whom it is addressed and may contain information that is privileged, or confidential. If you are not the addressee, you must not read, use or disclose the contents of this email. If you receive this e-mail in error, please advise us immediately and delete the e-mail. DATTCO, Inc. has taken every reasonable precaution to ensure that any attachment to this e-mail has been swept for viruses. However, DATTCO, Inc. cannot accept liability for any damage sustained as a result of software viruses. We would advise that you carry out your own virus checks before opening any attachment. Thank you.



Print Images

Date/Time Printed: 03/08/2023 11:45 AM PDT

Check 217569 - 105,197.99 USD

*Lockbox
7/16/2022*

DATTCO 585 South Street, New Britain, CT 06051 800-279-4879 www.datcco.com		WELLS FARGO BANK, N.A.	217569
DATE		11-24 1210	AMOUNT
7/15/2022		\$105,197.99	
PAY	One Hundred Five Thousand One Hundred Ninety Seven Dollars and 99 Cents		
TO THE ORDER OF	TAX COLLECTOR-CITY OF BRIDGEPORT 325 CONGRESS STREET BRIDGEPORT CT 06604		
			<i>Donald A. De Vito</i>

⑈ 217569⑈ ⑆ 21000248⑆ 4978585321⑈

ENCLOSURE HERE

AT CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

DATE _____

NAME OF FINANCIAL INSTITUTION _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

07/22/2022015225 014 003

CREDIT TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
PAYMENT ACCEPTED WITHOUT PREJUDICE
ABSENCE OF ENDORSEMENT GUARANTEED
WEBSTER BANK >211170101<

The following features are not available on this check:
• Voided checks
• Stamps or signatures that appear without the original document
• Absence of original document
• Verbiage on back of check

Item Details	
Account Number	4978585321
Item Sequence Number	008815422813
Account Name	DATTCO
Bank ID	121000248
Check	217569
Amount	105,197.99 USD Debit
Status	Check Paid
Posting Date	07/25/2022
As of Date	07/25/2022

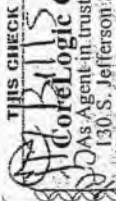
Reprint Check Remittance

DATTCO
 583 South St
 New Britain CT 06051

Vendor ID	Vendor Name	Check Name	Payment Number	Check Date	Check Number		
005211	TAX COLLECTOR- BRIDGEPORT	TAX COLLECTOR-CITY OF BRIDGEPOF	00000000000384112	7/15/2022	0217569		
Payment Type	Check Amount						
Check	\$105,197.99						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net
00000000000569900	0722TAXES	7/15/2022	\$80,873.37	\$80,873.37	\$0.00	\$0.00	\$80,873.37
00000000000569908	0722TAXES-	7/15/2022	\$24,324.62	\$24,324.62	\$0.00	\$0.00	\$24,324.62

8/12/22 Term 3

THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



CoreLogic Commercial Real Estate Services, INC

As Agent-in-trust for various mortgagors and investors.
130 S. Jefferson Street
Suite 300
Chicago, IL 60661
(312) 233-6440

BMO HARRIS BANK N.A.
ROSELLE, ILLINOIS
70-1558719

Check Date	Check Number
22-Jul-22	40068576
Check Amount	
***835,185.15	

Pay Eight Hundred Thirty-Five Thousand One Hundred Eighty-Five Dollars And Fifteen Cents*****

To The BRIDGEPORT CITY-TAX COLLECTOR
BRIDGEPORT CITY-060010002
Order Of 45 LYON TERRACE RM 123
BRIDGEPORT, CT 06604

VOID AFTER 90-DAYS FROM DATE OF ISSUE

Tax Yr: 2021, Inst: 1, CTR #: 1448555

⑈1,006,857.6⑈ ⑆071915580⑆ 01⑈353⑈875⑈8⑈



1448553

HP
04/27/20

July 22, 2022

ID: 1448555 CT

Agency Number: 060010002

Tel: 203-576-7271 Due Date: 7/31/2022

Postmark Accepted: Yes Accept Pay W/O Tax Bill: Yes Require Original Bills: No

DETAILED PAYMENT INFORMATION

Peoples United Bank National Assoc (3572)

c/o CoreLogic, Commercial Payments
3001 Hackberry Rd
Irving, TX 75063

If you have any questions or comments **or before returning the check for any reason**, please call us at 888-988-0939 OR email us at **Facomtax_cs@corelogic.com**

Check #: 40068576

Amount of Check: \$835,185.15

Payment Parcel List for Check #: 40068576
Bridgeport City, City of Bridgeport, Tax Collector,
45 Lyon Terrace Room 123, Bridgeport, CT 06604
Tax Year: 2021, Installment: 1

Parcel #	Address	Loan #	Property Type	Amount
0101--38-----Re	167 Wislon St, Bridgeport, Ct 06605	00604144269-00010		\$4,545.96
0118--14-----Re	177 Gilman St, Bridgeport, Ct 06605	00604144269-00010		\$5,266.97
0121--02a-----Re	41 Gilman St, Bridgeport, Ct 06606	00604512887-00010		\$5,461.97
0127--34-----Re	423 Courtland Ave, Bridgeport, Ct 06606	00604512887-00010		\$4,669.79
0133--01a-----Re	3400 Fairfield Ave, Bridgeport, Ct 06605	00604511746-00010		\$30,232.08
0222--06-----Re	35 Yacht St, Bridgeport, Ct 06605	00604144269-00010		\$3,862.27
0229--50-----Re	26 Short St, Bridgeport, Ct 06605	00604144269-00010		\$4,404.96
0236--27-----Re	109 Alfred St, Bridgeport, Ct 06606	00604512887-00010		\$5,331.10
0300--12-----Re	1591 Railroad Ave, Bridgeport, Ct 06605	00604141852-00010		\$13,818.62



CoreLogic

July 22, 2022

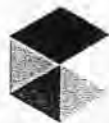
0308--02a-----Re	134 Albion St, Bridgeport, Ct 06605	00604513719-00010		\$3,445.37
0308--40-----Re	2091 Fairfield Ave, Bridgeport, Ct 06605	00604513719-00010		\$8,025.26
0502--07-----RE	2-10 West Avenue, Bridgeport, CT 06604	00604528391-00010	Abatement	\$5,175.98
0522--10a-----Re	381 Myrtle Ave, Bridgeport, Ct 06604	00604058634-00014		\$2,701.33
0523--06a-----Re	392-398 Atlantic St, Bridgeport, Ct 06604	00604107369-00010		\$8,414.31
0523--07-1001--Re	325 Myrtle Ave #1001, Bridgeport, Ct 06604	00604058634-00014		\$1,375.85
0523--07-1003--Re	325 Myrtle Ave #1003, Bridgeport, Ct 06604	00604058634-00014		\$1,229.85
0523--07-1005--Re	325 Myrtle Ave #1005, Bridgeport, Ct 06604	00604058634-00014		\$1,270.05
0523--07-1101--Re	325 Myrtle Ave #1101, Bridgeport, Ct 06604	00604058634-00014		\$1,375.85
0523--07-1102--Re	325 Myrtle Ave #1102, Bridgeport, Ct 06604	00604058634-00014		\$1,503.59
0523--07-1103--Re	325 Myrtle Ave #1103, Bridgeport, Ct 06604	00604058634-00014		\$1,375.85
0523--07-1104--Re	325 Myrtle Ave #1104, Bridgeport, Ct 06604	00604058634-00014		\$1,375.85
0523--07-1105--Re	325 Myrtle Ave #1105, Bridgeport, Ct 06604	00604058634-00014		\$1,393.88
0523--07-1106--Re	325 Myrtle Ave #1106, Bridgeport, Ct 06604	00604058634-00014		\$1,333.92
0523--07-1203--Re	325 Myrtle Ave #1203, Bridgeport, Ct 06604	00604058634-00014		\$1,375.85
0523--07-1205--Re	325 Myrtle Ave #1205, Bridgeport, Ct 06604	00604058634-00014		\$1,393.88
0523--07-1301--Re	325 Myrtle Ave #1302, Bridgeport, Ct	00604058634-00014		\$1,502.07
0523--07-1401--Re	325 Myrtle Ave #1401, Bridgeport, Ct 06604	00604058634-00014		\$1,402.79



CoreLogic

July 22, 2022

0523--07-1402--Re	325 Myrtle Ave #1402, Bridgeport, Ct 06604	00604058634-00014		\$1,402.79
0525--01--009--Re	325 Lafayette St #5204, Bridgeport, Ct 06604	00604058634-00014		\$2,008.70
0525--01--023--Re	325 Lafayette St #8102, Bridgeport, Ct 06604	00604058634-00014		\$1,089.08
0525--01--044--Re	325 Lafayette St #8303, Bridgeport, Ct 06604	00604058634-00014		\$915.93
0606--11-----Re	145 Newfield Ave, Bridgeport, Ct 06607	00604144269-00010		\$3,625.04
0616--05-----Re	251 Eagle St, Bridgeport, Ct 06607	00604051294-00013		\$3,928.97
0734--09-----Re	288 Bunnell St, Bridgeport, Ct 06607	00604510759-00011		\$4,467.10
0843--10-----Re	279 Waterview Ave, Bridgeport, Ct 06608	00604144269-00010		\$6,615.27
0908--02-----RE	76 Lyon Terrace, bridgeport, CT	00604528184-00010	Commercial	\$6,919.19
0917--05a-----Re	166 Elm Street, Bridgeport, Ct 06604	00009826095-00010		\$6,805.16
0917--07a-----Re	263 Golden Hill St, Bridgeport, Ct 06604	00604140093-00010		\$23,596.23
0926--16c-----Re	252 John St, Bridgeport, Ct 06604	04636620149-00010		\$7,873.74
0926--17-----Re	234 John St, Bridgeport, Ct 06604	04636620149-00010		\$2,962.12
0926--18-----Re	1043 Broad St, Bridgeport, Ct 06604	04636620149-00010		\$3,918.30
0926--19-----Re	1055 Broad St, Bridgeport, Ct 06604	04636620149-00010		\$28,740.71
0926--20-----Re	1083 Broad St, Bridgeport, Ct 06604	04636620149-00010		\$48,655.45
0926--21-----Re	141 Cannon St, Bridgeport, Ct 06604	04636620149-00010		\$2,539.66
0926--22-----Re	155 Cannon St, Bridgeport, Ct 06604	04636620149-00010		\$2,234.25
0927--05-----Re	1 Lafayette Cir, Bridgeport, Ct 06604	00604512410-00010		\$50,878.08
0927--16-----Re	269-281 (aka 277) Fairfield Ave, Bridgeport, Ct 06604	00009827710-00010		\$43,668.81



CoreLogic

July 22, 2022

0950--11-----Re	273 West Ave, Bridgeport, Ct 06604	00604513302-00010	\$5,323.50
1007--19b-----Re	1455 North Ave #1459, Bridgeport, Ct 06604	00604144269-00010	\$4,042.59
1007--20-----Re	1469 North Ave, Bridgeport, Ct 06606	00604512887-00010	\$3,932.77
1007--21-----Re	1479 North Ave, Bridgeport, Ct 06006	00604512887-00010	\$3,274.00
1020--22-----Re	479 Grand St #481, Bridgeport, Ct 06604	00009825563-00010	\$6,330.82 ✓
1100--06a-----Re	30 Beechwood Ave, Bridgeport, Ct 06601	03663357229-00010	\$3,688.69
1140--28a-----Re	1245 Fairfield Ave, Bridgeport, Ct 06605	00604514598-00010	\$10,794.50
1144--08-----Re	850 State St, Bridgeport, Ct 06604	00009825078-000011	\$6,274.40
1160--52-----Re	179 Lewis St, Bridgeport, Ct 99999	01509157901-00010	\$6,561.06
1220--01-----Re	1730 Commerce Dr, Bridgeport, Ct 06605	02444448554-00417	\$28,838.64 ✓
1345--41k-42---Re	1482 Capitol Ave #g706, Bridgeport, Ct 06604	00604144269-00010	\$2,289.60 ✓
1349--23-----Re	2595 Park Ave, Bridgeport, Ct 06604	07009060702-00010	\$3,893.77 ✓
1415--23-----Re	707 Capitol Ave, Bridgeport, Ct 06606	00604144269-00010	\$4,388.43 ✓
1522--02a-----Re	142 Thompson St, Bridgeport, Ct 06604	00604526831-00010	\$12,456.68 ✓
1537--18m-----Re	44 River St, Bridgeport, Ct 06604	00600012597-00010	\$24,324.62 ✓
1611--02a-----Re	890 Noble Ave, Bridgeport, Ct 06608	00604051294-00012	\$5,086.11 ✓
1743--08-----Re	505 Jane St, Bridgeport, Ct	00604051294-00012	\$3,812.09 ✓
1750--02-----Re	274 Brooks St, Bridgeport, Ct 06608	00604144269-00010	\$3,516.85 ✓
1753--08-----Re	767 Maple St, Bridgeport, Ct	00604051294-00012	\$2,926.14 ✓
1758--03-----Re	208-212 Beach St, Bridgeport, Ct	00604051294-00012	\$3,844.02 ✓
1803--06-----Re	277 Clermont Ave, Bridgeport, Ct 06610	00604144269-00010	\$3,612.44 ✓



CoreLogic

July 22, 2022

1819--08-----Re	383 Ridgefield Ave #385, Bridgeport, Ct 06610	00604144269-00010	\$5,121.02 ✓
1824--03-----Re	306 Judson Pl, Bridgeport, Ct 06610	00604144269-00010	\$3,964.60 ✓
1826--41-----Re	233 Prince St, Bridgeport, Ct 06606	00604512887-00010	\$2,857.06 ✓
1831--07-----Re	286 Pixlee Pl, Bridgeport, Ct 06606	00604512887-00010	\$4,263.10 ✓
1840--01-----Re	266 Prince St, Bridgeport, Ct 06606	00604512887-00010	\$3,293.73 ✓
1840--33-----Re	51 Pixlee Pl, Bridgeport, Ct 06610	00604144269-00010	\$4,315.02 ✓
1904--05a-----Re	46 St Mathias St, Bridgeport, Ct 99999	01509157801-00010	\$7,460.80 ✓
1912--24--005--Re	33 Boston Ter #5, Bridgeport, Ct 00610	00604058634-00014	\$2,173.59 ✓
1912--24--006--Re	33 Boston Ter #6, Bridgeport, Ct 06610	00604058634-00014	\$1,965.68 ✓
1912--24--015--Re	33 Boston Ter #15, Bridgeport, Ct 06610	00604058634-00014	\$1,965.68 ✓
1912--24--016--Re	33 Boston Ter #16, Bridgeport, Ct 06610	00604058634-00014	\$2,173.59 ✓
2000--08-----Re	67 Beardsley Park Ter, Bridgeport, Ct 06606	00604512887-00010	\$3,976.55 ✓
2009--29-----Re	2343 East Main St, Bridgeport, Ct 06610	00009803720-00011	\$4,212.57 ✓
2018--34a-----Re	1841 E Main St, Bridgeport, Ct 06610	00604511446-00010	\$9,580.73 ✓
2018--36-----Re	1859 E Main St, Bridgeport, Ct 06610	00604511446-00010	\$1,672.83 ✓
2018--37-----Re	1871 E Main St, Bridgeport, Ct 06610	00604511446-00010	\$1,791.64 ✓
2102--01-----Re	332 Wells St, Bridgeport, Ct 06606	00009826422-00010	\$37,295.53 ✓
2203--01a-004--Re	757 Garfield Ave, Bridgeport, Ct 06606	00604512887-00010	\$1,634.81 ✓
2206--14-----Re	246 Garfield Ave, Bridgeport, Ct 06606	00604512887-00010	\$3,399.10



CoreLogic

July 22, 2022

2208--18a-----Re	62 Lincoln Ave, Bridgeport, Ct 06606	00604144269-00010	\$4,325.88	✓
2218--30b-----Re	155 Wayne St, Bridgeport, Ct 06606	00604111288-00010	\$12,075.52	✓
2223--02-----Re	196 Morningside Dr, Bridgeport, Ct 06606	00604144269-00010	\$4,980.89	✓
2239--07-----Re	72 Everett St, Bridgeport, Ct 06606	00604512887-00010	\$3,845.76	✓
2305--11k-19---Re	3715 Main St 406, Bridgeport, Ct 06606	05158509685-00018	\$1,545.69	✓
2316--13a-010--Re	333 Vincellette St #10, Bridgeport, Ct 06606	00604512887-00010	\$2,072.13	✓
2316--13a-050--Re	333 Vincellette St #50, Bridgeport, Ct 06606	00604512887-00010	\$1,726.71	✓
2316--13a-115--Re	200 Woodmont Ave #115, Bridgeport, Ct 06606	00604512887-00010	\$2,080.61	✓
2316--13a-117--Re	200 Woodmont Ave #117, Bridgeport, Ct 06606	00604512887-00010	\$1,854.67	✓
2316--13a-145--Re	333 Vincellette St #145, Bridgeport, Ct 06606	00604512887-00010	\$2,242.02	✓
2316--13a-148--Re	333 Vincellette St #148, Bridgeport, Ct 06606	00604512887-00010	\$2,243.54	✓
2387--05a-063a-Re	63 Ameridge Drive, Bridgeport, Ct 06606	00604144269-00010	\$1,608.30	✓
2387--05a-117c-Re	117 Marconi Avenue, Bridgeport, Ct 06606	00604144269-00010	\$2,148.61	✓
2409--09-----Re	3342 Main St, Bridgeport, Ct 06606	00604527144-00010	\$5,299.38	✓
2440--02-----Re	392 Ezra St, Bridgeport, Ct 06606	00604512887-00010	\$4,202.92	✓
2440--03-----Re	374 Ezra St, Bridgeport, Ct 06606	00604512887-00010	\$3,704.55	✓
2509--56-----Re	150 Anton St, Bridgeport, Ct 06606	00604512892-00011	\$118,541.70	✓
2510--04y-003--Re	55 Janet Cir #3, Bridgeport, Ct 06606	00604144269-00010	\$2,341.96	✓
2510--04y-103--Re	55 Janet Cir #g3, Bridgeport, Ct	00604144269-00010	\$91.46	✓
2511--03b-068--Re	9 Patricia Rd #h, Bridgeport, Ct 06606	00604512887-00010	\$1,969.81	✓

32437



CoreLogic

July 22, 2022

2511--03b-081--Re	41 Patricia Rd #a, Bridgeport, Ct 06606	00604512887-00010	\$1,942.87 ✓
2511--03b-106--Re	65 Patricia Rd #f, Bridgeport, Ct 06606	00604512887-00010	\$1,949.60 ✓
2511--03k-26---Re	3200 Madison Ave #26, Bridgeport, Ct 06606	00604058634-00014	\$1,590.06 ✓
2513--20k-025--Re	3205 Madison Ave #25, Bridgeport, Ct 06606	00604512887-00010	\$2,269.83 ✓
2613--09-----Re	4002 Main St, Bridgeport, Ct 06606	00604526307-00010	\$12,572.91 ✓
2789--06a-----Re	193 Cityview Ave, Bridgeport, Ct 06606	00604144269-00010	\$4,496.21 ✓
2862--12-----Re	133 Pricilla St, Bridgeport, Ct 06606	00604512887-00010	\$3,022.38 ✓



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31-305-111 1329

Passenger Transportation Services LLC
227 South Street
New Britain, CT 06051

DATE 1/9/23

PAY TO THE ORDER OF TAX COLLECTOR CITY OF BRIDGEPORT \$ 24,324.62

TWENTY FOUR THOUSAND THREE HUNDRED TWENTY FOUR AND 62/100 DOLLARS

TD Bank
America's Most Convenient Bank®

MEMO 44 ALLEN ST

⑆0⑆⑆⑆03093⑆ 4240863759⑆ 1329

✓
POSTED
1/17/2023

Back of check

WEBSTER IC - 048 - BRIDGEPORT TAX 01/13/2023017194 012 002

CREDIT TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
PAYMENT ACCEPTED WITHOUT PREJUDICE
ABSENCE OF ENDORSEMENT GUARANTEED
WEBSTER BANK >211170101<

UPLOAND CORELOGIC COMMERCIAL JANUARY 2023

P000120211002265000000243246201272023

11
posted 2/1/2023



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

JOSEPH P. GANIM COMM. 51-22 Ref'd to Contracts Committee
 Mayor on 04/17/2023.

KENNETH A. FLATTO
 Finance Director/CFO

To: The Bridgeport City Council
 From: Kenneth Flatto, Director of Finance
 Date: April 10, 2023

**Re: Resolution for Contract Approval Request – referral to Contracts Committee
Approval of a Contract with Clifton Larson Allen LLC (CLA) for Auditing Services,
 the respondent selected pursuant to RFQ/P #FXN080233 (proposed Resolution attached)**

The City has recently concluded a Request for Proposals purchasing process for:
City Auditing Services - RFQ/P #FXN080233.

The primary scope of work for these contractual City services includes:
 -annual audits of City and BOE and WPCA financial operations and results
 -production of Annual Comprehensive Financial Statements.
 -annual Audit and Single Audit reports

The previous Contract period expired in FY2023 upon completion of fiscal year 2022 audit.

The Finance Department is recommending that the City Council approve a new Contract with Clifton Larson Allen LLC (CLA), as the selected recipient from the RFQ/P process. A packet containing the draft Contract, as well as the RFP submission package, is attached for your information.

The Board of Public Purchases unanimously approved this Quality Based Selection process for this Contract at their Board meeting of April 11, 2023.

The annual fee cost proposed by CLA is consistent with the budget line established for these services. The scope of work conforms with all GASB and State and federal audit requirements.

I appreciate the Council's review and consideration of this proposed Contract. The City must have an audit firm in place by June under state statute and submitted to State OPM.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim

RECEIVED
 CITY CLERKS OFFICE
 23 APR 12 PM 3:32
 ATTEST
 CITY CLERK _____

Item No. :

BE IT HEREBY RESOLVED THAT THE ATTACHED PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND CLIFTON LARSON ALLEN LLC (CLA) FOR THE PERFORMANCE OF ALL ANNUAL AUDITING SERVICES AND FINANCIAL STATEMENTS PREPARATION FOR THE FISCAL YEARS FY2023 THROUGH FY2025, AS REQUIRED BY CONNECTICUT GENERAL STATUTES SECTIONS 7-396 AND 4-322, BE AND IS IN ALL RESPECTS APPROVED, RATIFIED AND CONFIRMED.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of _____, 200_ (the "Agreement") is hereby entered into between **Clifton Larson Allen LLC (CLA)**, with offices at 29 South Main Street, West Hartford, CT 06107 (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad St, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of conducting an examination of the City's comprehensive annual financial statements and to render an opinion thereon.

WHEREAS the City has advertised a Request For Proposals #FXN080233 on March 8, 2023 and the Consultant submitted its Proposal dated March 29, 2023, both the Request For Proposals and the Consultant's Proposal being incorporated by reference as if fully set forth herein, and the Consultant's Proposal and this Agreement have been accepted by the City and approved by its City Council; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this Agreement and as specifically directed by the City.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to perform auditing services (the "**Services**"). Such Services will focus primarily on auditing financial operations, records, and annual financial results of the City, the City Board of Education and the CITY WPCA and producing Annual Financial Statements and Single Audit reports. The Consultant's activities shall consist of all those required and specified in the attached RFQ/P bid Response submitted by CLA on March 29, 2023 to the City pursuant to the terms of RFQ/P # FXN080233 (Attachment A)

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written or the date provided in a notice to proceed to the Consultant and shall continue in full force and effect for three years, until the Services are completed according to this Agreement, with the right for two renewal years, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City,

which records shall be submitted to the City bi-weekly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from the City operating budget. The parties understand that the Consultant will provide its Services during each audit year, and bill such fees in installments as work is completed up to the maximum not-to-exceed annual audit engagement fee amount agreed upon and specified pursuant to the annual amounts specified in Attachment A. Additional services that may be requested by the City shall be provided on the financial terms and hourly rates as set forth in this Agreement.

(b) Payment. The Consultant will submit its invoices with documentation for activities conducted for the City on an installment basis for the audit Services rendered monthly, which invoices the City shall pay within 30-45 days of receipt of a complete invoice. The City is not obligated to pay disputed amounts within such timeframe and both parties shall cooperate to resolve any such disputes promptly.

5. Acceptability of Information, Reports and Opinions Supplied by the Consultant. Any and all information, reports, and opinions, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods, shall be rendered in a professional manner, and may be relied upon by the City.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title, and interest in such the Consultant's furnished reports under this Agreement to the extent such work reports are uniquely related to the Services to be rendered. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills, auditor records, and know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

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

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose the other party's

Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute, or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation, or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark, or trade secret legend.

8. Non-Circumvention. [Intentionally Omitted]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

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

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

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

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

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

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal

sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

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

11. Remedies & Liabilities.

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

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Director of Finance / CFO
City of Bridgeport
999 Broad St
Bridgeport, Connecticut 06604

with a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of law having jurisdiction over the parties located in Fairfield County, Connecticut.

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

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City'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, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant, and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation

in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the work of this agreement with minimum limits of \$1,000,000, or as otherwise required by the City.

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 999 Broad St, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees, and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad St
Bridgeport, Connecticut 06604"

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

19. Communications. All communications shall be made orally or in writing to _____ or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

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

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair, or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical, or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

By: _____
Name:
Title:
Duly authorized



COPY

COST

Proposal to:

City of Bridgeport

Proposal's subject

Auditing Services

Firm's name

CLA (CliftonLarsonAllen LLP)

Name, address, and telephone number of contact person

Santo Carta, CPA, Principal
29 South Main Street, 4th Floor
West Hartford, CT 06107

santo.cart@CLAconnect.com

860-570-6381

Date of the proposal

March 29, 2023

RFP number

FNX080233

[CLAconnect.com](https://www.CLAconnect.com)

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLA Global in the U.S.](#)

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



Fee Proposal

1. Total all-inclusive maximum price

The fixed fees per annum contains all pricing information relative to performing the audit engagement as described in the City's request for proposals. The total all-inclusive maximum price to proposed contains all direct and indirect costs including all out-of-pocket expenses per annum.

CLA understands that the City will not be responsible for expenses incurred in preparing and submitting the technical proposal of the fixed fees. Such costs have not been included in the proposal.



2. Fixed fees by category

APPENDIX B

FIXED FEES

To be submitted on your firm's letterhead.

Firm's Name:

Location of office staffing the audit:

CLA (CliftonLarsonAllen LLP)

West Hartford, CT

Number of municipal professional audit
Staff at this location: 25

Number of municipal audit staff to be assigned
to City: 6-7

Number of Connecticut Municipal audit clients (FY 19) engagements for municipalities with
populations of 40,000 or more: 18

FIXED FEES

	Proposed # of Hours	Initial Term 3 Years			Option Years	
		Year 1	Year 2	Year 3	Year 4	Year 5
Audit and report on City's entire general purpose financials (I) (II)	1,000	\$200,000	\$207,000	\$213,000	\$219,000	\$226,000
ED001 (including special Education grants)	200	\$30,000	\$31,000	\$32,000	\$33,000	\$35,000
Federal & State Single Audit Act statements and reports	400	\$60,000	\$62,000	\$64,000	\$66,000	\$68,000
Total all	1,600	\$290,000	\$300,000	\$309,000	\$318,000	\$329,000

(I) Audit and report include the Board of Education financials, Nutrition Fund and School Activity and City Library funds.

(II) Includes management letter and report on the combined and individual fund financial statements, and assistance with Certificate of Achievement for Excellence in Financial Reporting with GFOA. Respondents may view the City 2022 CAFR on the City's website.

FIXED FEES

		Initial Term 3 Years			Option Years	
		Year 1	Year 2	Year 3	Year 4	Year 5
Audit Water Pollution Control Authority	120	\$20,000	\$21,000	\$22,000	\$23,000	\$24,000



Total hours included in Total Proposed Hours per annum through term:

Partner	<u>200</u>
Manager	<u>250</u>
Staff	<u>1,150</u>

Rate for hours for special engagements outside the specified scope, \$ per hour per annum for three years:

Partner	<u>\$ 480</u>
Manager	<u>\$ 350</u>
Staff	<u>\$ 185</u>

Submitted by: Santo Carta

Date: 03/29/23

Signature: *Santo Carta*

Title: Principal

Telephone: 860-570-6381

Fax: 860-521-9241



3. Rates for additional professional services

For any additional work, it is our practice to bill for actual hours incurred at an hourly rate applicable to the professional completing the project at hand. If additional work is requested by Bridgeport outside of the scope of the audit, we will discuss with you our proposed fee for additional services before we begin the project. Any such additional work agreed to between Burlington and CLA shall be performed at the below rates:

Hourly Rate	
Staff Level	Hourly Rate
Principal	\$480
Manager	\$350
Senior/Associate	\$185

4. Manner of payment

The charges for our work are to be based upon the time involved, degree of responsibility assumed, and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred but will not be submitted more often than monthly.

CLA does accept credit cards for payment.

Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss our scope of services.

At CLA, it's more than just getting the job done.





i. Title Page

COPY | TECHNICAL

Proposal to:

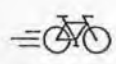
City of Bridgeport

Proposal's subject	Auditing Services
Firm's name	CLA (CliftonLarsonAllen LLP)
Name, address, and telephone number of contact person	Santo Carta, CPA, Principal 29 South Main Street, 4 th Floor West Hartford, CT 06107 santo.cart@CLAconnect.com 860-570-6381
Date of the proposal	March 29, 2023
RFP number	FNX080233

CLAconnect.com

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAGlobal.com/disclaimer.
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



ii. Table of Contents

i. Title Page	i
ii. Table of Contents	ii
iii. Transmittal Letter.....	iii
iv. Detailed Proposal	1
1. General requirements.....	1
2. Independence	1
3. License to practice in Connecticut	1
4. Firm qualifications and experience.....	2
5. Partner, supervisory and staff qualifications and experience	8
6. Similar engagements with other government entities.....	10
7. Audit approach.....	11
8. Identification of anticipated potential audit problems	20
v. Guarantees and Warranties	21
No Conflicts/Disclosure Form	22
Appendix	27
A. Engagement team biographies.....	27
B. Quality control procedures and peer review report	33
C. Reports.....	36





iii. Transmittal Letter

March 29, 2023

Lisa Farlow
Department of Public Purchases
City of Bridgeport
999 Broad Street 2nd floor
Bridgeport, CT 06604

Dear Lisa:

Thank you for inviting us to propose our services to you. We gladly welcome the opportunity to share our approach to continue helping City of Bridgeport (Bridgeport) meet its need for professional services. The enclosed proposal responds to your request for audit services for the fiscal year ending June 30, 2023, through June 30, 2025, with the possibility, exercisable by the City, of auditing its financial statements for each of the two subsequent fiscal years

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for Bridgeport's consideration:

- **Industry-specialized insight and resources** – As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist Bridgeport with their audit needs. In addition to your experienced local engagement team, Bridgeport will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.
- **OMB Uniform Guidance (UG) experience** – CLA performs single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm. The single audit requires a specific set of skills to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- **Strong methodology and responsive timeline** – In forming our overall audit approach, we have carefully reviewed the RFP and other information made available and considered our experience performing similar work for other municipalities. Our local government clients are included amongst the more than 4,200 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. We have developed a work plan that takes into consideration your unique needs as a governmental entity in Connecticut. The work plan also helps to minimize the disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.
- **Communication and proactive leadership** – Bridgeport will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be

involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at Bridgeport and take an active role in addressing them.

- **A focus on providing consistent, dependable service** – We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, Bridgeport will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

Verification statements

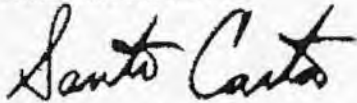
I, Santo Carta, your engagement principal-in-charge, will serve as Bridgeport's primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this proposal and Bridgeport's RFP. We have read the RFP and understand the services to be provided, and commit to perform the work within the timeframe provided. Our proposal is a firm and irrevocable offer for the period covered.

We are confident that our technical approach, insight, and resources will result in unsurpassed client service for Bridgeport. For ease of evaluation, the structure of our proposal follows your RFP section titled, *Proposal Requirements*.

We are eager to continue our work with you and welcome the chance to present our proposal to the audit selection committee or entire management team. If you have any questions about our offerings, please do not hesitate to contact me via the information below.

Sincerely,

CliftonLarsonAllen LLP

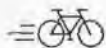


Santo Carta, CPA

Principal

860-570-6381

santo.cart@CLAconnect.com



iv. Detailed Proposal

1. General requirements

CLA understands the purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firm to undertake an independent audit of the City of Bridgeport in conformity with the requirements of the City's request for proposals (RFP). As such, we understand that the substance of the proposal will carry more weight than the form or manner of presentation. Our technical proposal demonstrates the qualifications of CLA and of the staff to be assigned to this engagement. Our proposal also specifies an audit approach that will meet the RFP requirements.

CLA's technical proposal addresses all the points outlined in the request for proposals (excluding any cost information that has only been included in Appendix C). The proposal is prepared simply and economically, providing a straightforward, concise description of CLA's capabilities to satisfy the requirements of the RFP. CLA understands that while additional items may be presented, the following subjects, items Nos. 2 through 9, must be and have been included. They represent the criteria against which the proposal will be evaluated.

2. Independence

CLA has been Bridgeport's auditors the last two years. As such, we are required to maintain our independence (both in substance and appearance). We are not presently aware of any current or potential relationships or conflicts of interest with Bridgeport or its affiliates, component units, subsidiaries that may threaten our independence.

3. License to practice in Connecticut

CLA is a limited liability partnership and is duly licensed to practice public accountancy in the state of Connecticut. A copy of our state license is provided below:



4. Firm qualifications and experience

Size of the firm

CLA exists to create opportunities for our clients, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With more than 8,500 people in nearly 130 U.S. locations and a global vision, we promise to know you and help you.

8,500+
PEOPLE

130
NEARLY 130 U.S. LOCATIONS

AN INDEPENDENT
NETWORK MEMBER OF

CLA Global



It takes balance

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go.

For two consecutive years, CLA has been certified as a Great Place to Work[®], based on employee feedback and workplace experience.



Size of firm's governmental audit staff

CLA has one of the largest governmental audit and consulting practices in the country and brings extensive experience providing a variety of such services to state and local government entities. Our state and local government team serves more than 4,100 governmental engagements nationwide, including numerous cities, counties, municipalities, states and state agencies, and school boards. In addition, we perform single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm.



Regionally, over 150 professionals comprise our state and local government team. These individuals serve governmental entities in Connecticut, as well as clients across the country. Additionally, we have access to firm-wide professionals and resources as needed to fulfill the requirements of the contract.



Office location assigned to manage the engagement

Bridgeport will be served by our industry-specialized government engagement team located in our West Hartford, Connecticut office.



CLA West Hartford
29 South Main Street, 4th Floor
West Hartford, CT 06107

Number and nature of professional staff to be employed on this engagement

The table below provides a breakdown by staff level and denotes full-time status of the engagement team that will serve Bridgeport. There will be no part-time staff on the team. This team has extensive experience working with clients similar to Bridgeport.

Level of Staff	Full-Time Staff
Principal/Signing Director	1
Director/Manager	1
Senior	1
Associate	3-4

Federal or state desk or field reviews

CLA has been subject to several federal and state desk reviews by state oversight agencies during the past three years, and we have resolved all findings. In addition, our government audits are subject to review by each agency's Office of Inspector General, as well as the U.S. Government Accountability Office, and we have also resolved all findings identified in those reviews.

Professional ethics and regulatory issues or complaints against team members

From time to time, individuals in the firm are parties to an inquiry from a regulatory or ethics body. In all cases the individual, with the firm's backing, shall cooperate in providing the information required to respond appropriately to the inquiry.

The firm and professionals within the firm presently do not have any regulatory or ethics inquiries outside the normal course of our practice.



Governmental experience

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. We bring unsurpassed levels of technical excellence, commitment, and dedication to our clients, which have made us one of the most successful professional service firms serving governmental entities. Our strong reputation for serving state and local government units provides Bridgeport the confidence in their decision to select CLA as their professional service provider.

CLA has one of the largest governmental audit and consulting practices in the country, serving more than 4,200 governmental clients nationwide. Regulated industry clients represent approximately one-quarter of all firm-wide revenue, and each of the governmental services team members are well versed in the issues critical to complex governmental entities.

Our professionals have deep, technical experience in serving governmental entities. As a professional service firm experienced in serving state and local units of government, we are very aware of the financial and legal compliance requirements that government officials are faced with daily. This creates complexities and service issues within a unique operational and regulatory environment. Because of our experience, we have become adept at providing our clients with insights in this environment not typical of other professional service firms.



CREATING OPPORTUNITIES FOR OUR CLIENTS



4,200+
GOVERNMENT ENTITIES SERVED

\$150+
MILLION
IN REVENUE

60+
YEARS IN BUSINESS

550+
PROFESSIONALS

PROVIDING CONSULTING AND OUTSOURCING,
AUDIT, TAX, AND DIGITAL SOLUTIONS

We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, Bridgeport will benefit from working with members of our state and local government services team who understand the issues and environment critical to governmental entities.



Single audit experience

The chart below illustrates CLA's experience in serving organizations that receive federal funds and demonstrates our firm's dedication to serving the government and nonprofit industry. *CLA performs the largest number of single audits in the United States. We audited nearly \$278 billion dollars in federal funds in 2021.*



It is more important than ever to find qualified auditors who have significant experience with federal grants specific to Bridgeport and can enhance the quality of Bridgeport's single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB's *Uniform Guidance* and who can offer both knowledge and quality for Bridgeport. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

You'll need an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved and will benefit from CLA's experience in this area.

Single Audit Resource Center (SARC) Award

CLA received the [Single Audit Resource Center \(SARC\) Award](#) for Excellence in Knowledge, Value, and Overall Client Satisfaction. SARC's award recognizes audit firms that provide an outstanding service to their clients based on feedback received from an independent survey.

The survey queried more than 9,500 nonprofit and government entities about the knowledge of their auditors, the value of their service, and overall satisfaction with their 2020 fiscal year-end audit. The SARC award demonstrates CLA's dedication to serving the government and nonprofit industry and maintaining the most stringent regulatory requirements in those sectors.



Thought leadership and industry information

CLA goes beyond the numbers and offers value-added strategies. Rest assured, you will hear from us throughout the year. We send periodic email publications and host webcasts to keep clients and friends of the firm informed of relevant industry updates. Below are just a few of the resources we offer. You can register for our webcasts and find our extensive resource library on our website, CLAAconnect.com.

Educational events and workshops

We share our industry knowledge and experience at national, regional, and local events. We also host our own events on topics such as improving profitability, reducing risk, building value, and succession.

Market and economic outlook

A quarterly publication that analyzes global economic conditions and market activity and what they mean to individual investors.

In-person events

Local professionals collaborate on seminars addressing the economy, capital markets, and tax changes.

Thought Leadership

Perspectives

Our periodic e-newsletter provides news, tips, strategies, insights, and updates on regulatory and industry issues. We also write on topics like personal finances, estate planning, and investment planning for private clients.

Industry articles

CLA professionals publish widely. Visit CLAAconnect.com.

Industry webcasts

Seminars on industry trends, accounting, tax, risk, and other industry-specific issues. Webcasts are free to clients and offer attendees CPE credit.



Additional services

In addition to the services outlined in the *Scope of Work* for this proposal, CLA collectively offers a wide breadth of highly customized services and capabilities to meet our clients' wants and needs, including a sampling of the following:

- Forensic audits
- Internal audit, risk assessments, and evaluations
- Implementation assistance for complex accounting standards
- ACA Reporting
- Operational and financial systems consulting
- Operations and performance improvement
- Self-insured medical and PBM claim audits
- IT security and network vulnerability assessments
- Fraud risk assessment and investigations
- Strategic, financial, and operational consulting
- Outsourced accounting and public administration
- Strategic, business, and capital planning
- Organizational and financial health assessment
- Training and educational seminars
- Telecom cost savings assessments

We pride ourselves on taking the initiative to meet each and every need of our clients, and therefore are always prepared to take on additional projects. However, independence is our first concern when providing additional services. Independence can easily become impaired when providing consulting services; therefore, we do not provide any services to our audit clients beyond those allowed.

If additional work is requested by Bridgeport outside of the scope of the audit, we will discuss with you our proposed fee for additional services prior to beginning the new services.



5. Partner, supervisory and staff qualifications and experience

An experienced engagement team has been aligned to provide the most value to your organization. The team members have performed numerous engagements of this nature and can commit the resources necessary to provide top quality service throughout the engagement. Following are our proposed team members:



The most important resource any business has is people — *the right people.*

Engagement Team Member	Role	Years' Experience
Santo Carta, CPA	Engagement principal – Santo will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Santo is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team.	20+
Heather Plitt, CPA, MBA	Quality assurance – Heather will complete the quality review of all work performed and of all audit reports prior to issuance. The focus of this review is to confirm adherence to industry and firm quality control guidelines and to make sure the work performed supports the audit opinions issued.	10+
Chad Fallon-Senechal, CPA	Engagement manager – Chad will act as the lead manager on the engagement. In this role, Chad will assist the engagement principal with planning the engagement and performing complex audit areas. He will perform a technical review of all work performed and is responsible for the review of the annual comprehensive financial report and all related reports.	10+
Elizabeth Forsythe, MSA	Senior – Elizabeth will be responsible for the day-to-day activities for this engagement, including the supervision of all staff assigned.	3+
Jeff Ziplow, MBA, CISA, CGEIT	Information systems – Jeff will assist the audit team in documenting and	35+



evaluating general computer controls
and IT application controls.

Additional staff – We will assign additional staff to your engagement based on your needs and their experience providing services to similar clients. The staff assigned to your team will be from our Connecticut offices with state and local government as their industry focus at CLA.

Detailed biographies are available in the *Appendix* of this proposal.

IT & Risk management – Value-added service

CLA believes that a good audit yields substantial information for management and is a valuable tool in recognizing opportunities and identifying areas that can be strengthened. In that regard, we have assigned an experienced Information Technology (IT) resource manager to the Bridgeport's audit. The IT manager's role in the audit will be to perform a review of Information Systems (IS) controls to conclude whether they are properly designed and operating effectively. For IS-related controls that we deem to be ineffectively designed or not operating as intended, we will communicate our findings and will provide recommendations to improve internal controls.

Including an IT professional on the Bridgeport's audit is a value-added service that is not always offered by all firms that conduct municipal audits.



6. Similar engagements with other government entities

The City can benefit from deep, national industry experience, complemented by a team dedicated to accessibility and responsiveness. We are pleased to provide you with the following references, who can describe their experience in greater detail. As requested, CLA has provided the most significant engagements performed in the last three years that are similar to the engagement described in this RFP, ranked on the basis of total staff hours.

Client Name	Team	Scope of Work	Total Hours	Date	Client Contact
Town of Windham	Principal: Santo Carta	Financial Statement Audit, Federal Single Audit, State Single Audit and EFS	850+	Year ended June 30, 2022	Christian Johnson 860-465-3165
Town of West Hartford	Principal: Santo Carta	Financial Statement Audit, Federal Single Audit, State Single Audit and EFS	800+	Year ended June 30, 2022	Peter Privitera 860-561-7461
City of Middletown	Principal: Santo Carta	Financial Statement Audit, Federal Single Audit, State Single Audit and EFS	700+	Year ended June 30, 2022	Carl Erlacher 860-638-4880



7. Audit approach

a. Proposed segmentation of the engagement

Seamless assurance advantage: a different way to audit

Many organizations view an audit as a requirement that doesn't contribute to their overall operations or value. At CLA, we believe an audit should be an annual check-up that gives you insight into your organization, allowing you to take advantage of opportunities and improve your operations.

Our industry experience makes it easier — CLA auditors are industry aligned, making our audit process fast and smooth. We focus on operational efficiency and leverage our industry experience to bring you meaningful insights that go beyond compliance requirements. A dedicated team of professionals will listen to your goals and concerns, then work with you to navigate industry pressures, changing markets, and complex standards, all with a common goal to drive your business toward success.

Your time has value — Your day is filled with competing priorities and constant distractions. We elevate your experience by utilizing a variety of communication tools, such as a web-based document portal, video conferencing, email, and phone calls, to keep everyone informed and on track. These tools provide flexibility to choose where and how your audit is performed. In contrast to a traditional engagement, where a team spends weeks on site at your location, our Seamless Assurance Advantage focuses on having the right team members on your engagement and isn't dependent on physical locations.

No transition issues

No transition issues — As your current auditor of choice, the transition into the new fiscal year will be entirely seamless.

No surprises — We will provide Bridgeport with a no-surprises approach to our services, based on frequent and timely communication and clarity around roles and expectations. If issues arise during your audit, we engage the right people in a frank discussion to resolve them.

Significant involvement of principals and managers — Our principals and managers are directly involved in your engagement and can proactively identify significant issues and resolve them with management. Your time is best spent with key decision makers so you can ask clarifying questions, discuss organizational strategies, and navigate sensitive reporting issues.

We tailor the audit just for you — While our audit programs provide typical approaches for given audit areas, CLA designs a client-specific, risk-based audit approach for each client. We use custom, industry-tailored programs, procedures, and tools designed specifically to focus on applicable issues.

You'll learn about what we're doing and what we've found in plain, everyday language — By working closely with your staff, CLA continuously learns about your organization. This involvement enables us to offer recommendations for improvements in your systems and procedures that are more comprehensive, better understood, and more frequently implemented.

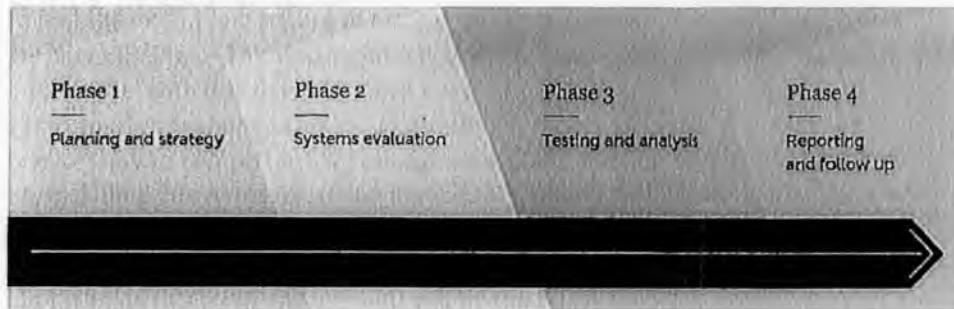
When performing an audit, we are sensitive and understanding of the fact that we report to those charged with governance. We maintain objectivity and independence to be able to issue our audit opinions. We will act within our philosophy of total client service, maintain the professional relationship refined with management, and fulfill our responsibilities with the utmost professionalism.

Year-long support — We encourage your staff to take advantage of our accessibility throughout the year for questions that may arise. Our people can provide proactive advice on new accounting or GAAP pronouncements



and their potential impact; help with immediate problems, including answers to brief routine questions; and share insights and best practices to assist in planning for your future success.

Financial statement audit approach



Phase 1: Planning and strategy

The main objective of the planning phase is to identify significant areas and design efficient audit procedures.

- Conduct an entrance meeting. Santo Carta and staff will meet with Bridgeport personnel to agree on an outline of responsibilities and timeframes:
 - Establish audit approach and timing schedule
 - Assistance to be provided by Bridgeport personnel
 - Application of generally accepted accounting principles
 - Initial audit concerns
 - Concerns of Bridgeport's management
 - Establishment of report parameters and timetables
 - Progress reporting process
 - Establish principal contacts
- Gain an understanding of the operations of Bridgeport, including any changes in its organization, management style, and internal and external factors influencing the operating environment
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) - related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using TeamMate Analytics and Expert Analyzer (TeamMate), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by Bridgeport, and establish deadlines

We will document our planning through:

- **Entity profile** — This profile will help us understand Bridgeport's activities, organizational structure, services, management, key employees, and regulatory requirements.
- **Preliminary analytical procedures** — These procedures will assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.



- **General risk analysis** — This will contain our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations, and other key planning considerations.
- **Account risk analysis** — This document will contain the audit plan for the financial statements, including risk assessment and the extent and nature of testing by assertion.
- **Prepared by client listing** — This document will contain a listing of schedules and reports to be prepared by Bridgeport personnel with due dates for each item.
- **Assurance Information Exchange (AIE)** — CLA utilizes a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for all the items CLA is requesting. Clients can attach electronic files and add commentary related to the document requests directly on the application.

A key element in planning this audit engagement will be the heavy involvement of principals and managers. We will clearly communicate any issues in a timely manner and will be in constant contact with you as to what we are finding and where we expect it will lead.

Using the information we have gathered and the risks identified, we will produce an audit program specifically tailored to Bridgeport that will detail the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

Phase 2: Systems evaluation

We will gain an understanding of the internal control structure of Bridgeport for financial accounting and relevant operations. Next, we will identify control objectives for each type of control material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We will test controls over certain key cycles, not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether Bridgeport has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We will also provide an updated Prepared by Client Listing based on our test results and our anticipated substantive testing.



During the internal control phase, we will also perform a review of general and application IS controls for applications significant to financial statements to conclude whether IS general controls are properly designed and operating effectively.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then assess the significant computer-related controls.

For IS-related controls we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support appropriate findings and will provide recommendations to improve internal controls. For those IS controls we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

Phase 3: Testing and analysis

The extent of our substantive testing will be based on results of our internal control tests. Audit sampling will be used only in those situations where it is the most effective method of testing.

After identifying individually significant or unusual items, we will decide the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use TeamMate to efficiently control and select our samples.

Our work papers during this phase will clearly document our work as outlined in our audit programs. We will provide Bridgeport with status reports and be in constant communication with Bridgeport to determine that all identified issues are resolved in a timely manner. We will hold a final exit conference with Bridgeport to summarize the results of our fieldwork and review significant findings.

Phase 4: Reporting and follow up

Reports to management will include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards
- Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
- Management Letter (if applicable)
- Written Communication to Those Charged with Governance, which includes the following areas:
 - Our responsibility under auditing standards generally accepted in the United States of America
 - Changes in significant accounting policies or their application
 - Unusual transactions
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing the audited financial statements
 - Disagreements with Bridgeport
 - Bridgeport's consultations with other accountants
 - Major issues discussed with management prior to retention



- Difficulties encountered in performing the audit
- Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, our opinion, the financial statements, and management letter will be issued.

Bridgeport will be given a draft of any comments we propose to include in the management letter. Items not considered major may be discussed verbally with management instead of in the management letter. Our management letter will include items noted during our analysis of your operations.

We will make a formal presentation of the audit results to those charged with governance, if requested.

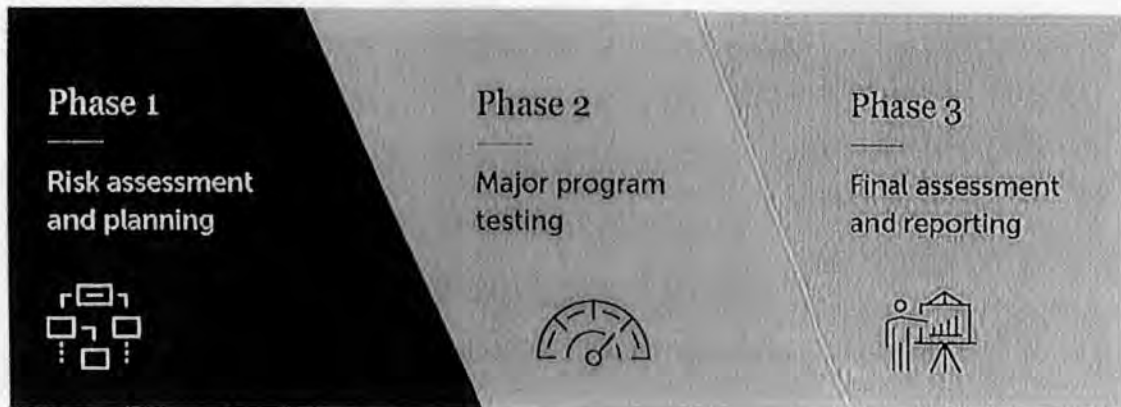
Single audit approach

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal and state grants specific to Bridgeport and can enhance the quality of Bridgeport's single audit. Therefore, the single audit will be performed by a team of individuals who specialize in single audits in accordance with the *Uniform Guidance* (federal single audit) and the Connecticut State Single Audit Act who will offer both knowledge and quality for Bridgeport. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

Grant compliance can be a confusing topic and many of our clients rely on their federal and state funding as a major revenue source, so it is important that they understand what the compliance requirements are for their organization. CLA professionals are available to provide guidance and tools tailored to Bridgeport's needs, and to assist in compliance with the requirements set forth in the *Uniform Guidance* and the Connecticut State Single Audit Act.

The AICPA clarified auditing standard; AU-C 935 "Compliance Audits" requires risk-based concepts to be used in all compliance audits including those performed in accordance with the *Uniform Guidance* and the Connecticut State Single Audit Act. Our risk-based approach incorporates this guidance.

We will conduct our single audit in three primary phases, as shown, below:



Phase 1: Risk assessment and planning

The risk assessment and planning phase will encompass the overall planning stage of the single audit engagement. During this phase, we will work closely with Bridgeport's management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for

testing. We will also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We will accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards and Schedule of Expenditures of State Finance Assistance, we will identify the Type A and Type B programs in accordance with the *Uniform Guidance* and the Connecticut State Single Audit Act
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits.
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we will obtain the current year compliance supplement to aid in the determination of Direct and Material Compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

Phase 2: Major program testing

We will determine the programs to be audited based on the risk assessment performed in the planning phase. We will perform the audit of the programs in accordance with the *Uniform Guidance* and the Connecticut State Single Audit Act.

To accomplish this, we will perform the following:

- Schedule a meeting and notify Bridgeport's management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State Financial Assistance
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

Phase 3: Final assessment and reporting

We will re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State Financial Assistance is received to determine if additional major programs were identified.

Based on the final determination of the programs we will perform the following:

- Identify Type A and significant Type B programs which were not previously identified
- Re-assess the risk and determine if we are required to audit additional programs
- Prepare the Schedule of Findings and Questioned Costs
- Conduct exit conference with Bridgeport's management to review drafts of required reports:
 - Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards



- Independent Auditor’s Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*
- Independent Auditor’s Report on Compliance for Each Major State Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of State Financial Assistance Required by the Connecticut State Single Audit Act

Throughout the single audit, we will maintain communication through periodic progress meetings with those designated by Bridgeport. These meetings will be on a set schedule, but as frequently as Bridgeport determines. During these meetings, we will discuss progress impediments and findings as they arise.

b. Level of staff and number of hours to be assigned to each proposed segment of the engagement

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain the services are completed based on your requirements. The plan may also be amended during the year based on input from the internal auditor.

Please see the below chart for the level of staff and approximate number of hours to be assigned to each proposed phase:

Financial Statement Audit and Single Audit	
Level	Year 1
Principal	200
Director/Manager	250
Staff	1,150
Total	1,600

c. Sample size and the extent to which statistical sampling is to be used in the engagement

We follow the guidance of AU-C Section 530, Audit Sampling, in using statistical and nonstatistical approach. We use quality control material in all our audit engagements. These AU-C Section 530 – “Audit Sampling” forms guide our staff through a logical process of assessing inherent risk, control risk, and combined audit risk, followed by an assessment of appropriate sample size for testing.

Sample sizes will vary depending on the nature of the testing (compliance versus substantive) and the size of the population being sampled. Sampling techniques are utilized in compliance and internal control testing, as well as substantive testing of certain asset and liability account balances. Sample sizes used for internal control testing depend on a number of factors, namely the number of expected or actual control deviations, size of population, and level of control assurance anticipated. Sample sizes can range from 20 to 90 possible selections.

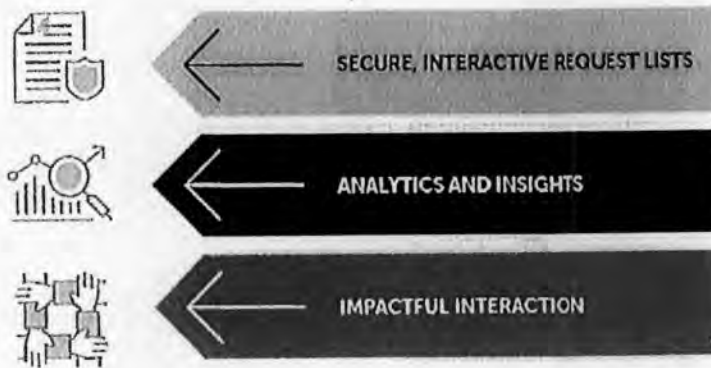
To illustrate, if no internal control deviations are anticipated and the frequency of the population (i.e., the number of times the control is performed in a given year) is less than 100, then we will test 20 transactions in order to obtain moderate control assurance. If two internal control deviations are anticipated, and the frequency of the population is greater than 200, then we will test 90 transactions in order to obtain low control



assurance. We are usually able to cover a substantial portion of the compliance and controls testing with one sample, resulting in a very efficient approach.

d. Type of software to be used in the engagement.

We're reimagining the audit process through technology to elevate your experience!



Assurance Information Exchange (AIE) - CLA offers a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for items that CLA requests. Additionally, the application allows clients to attach electronic files and add commentary related to the document requests directly on the application. AIE is provided at no additional cost, subject to the terms of the Assurance Information Exchange Portal Agreement.

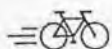
TeamMate Analytics and Expert Analyzer (TeamMate) - To analyze and understand large data sets, we use TeamMate Analytics and Expert Analyzer. We customize the application by industry in order to perform the most applicable procedures. This allows us to go beyond sampling and instead analyze the entire general ledger for targeted anomalies. Far beyond the audit application, our six-phase process of Risk Assessment, Data Analytics and Review (RADAR) can also provide actionable insights to help you understand your entity better.

Microsoft® Teams - Our services approach focuses on impactful interactions. We've said goodbye to the days of setting up camp in our clients' conference rooms for weeks on end. We know our clients have organizations to run, so our interactions have purpose. To assist with communications when we are not onsite, we utilize tools such as Microsoft Teams, which allow for two-way screen sharing and video. We've found this helps minimize disruptions in our clients' environments while continuing to effectively communicate with each other.

e. Type and extent of analytical procedures to be used in the engagement

Preliminary analytical procedures will assist in planning the nature, timing and extent of auditing procedures that will be used to obtain evidential matter. These procedures will focus on enhancing our understanding of the financial results. These procedures are also used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.

In performing our substantive testing, our audit efficiency initiative provides that we first think analytically. By doing this, we can better understand the specific account balance being tested and determine if the current balance or relationship with other account balances appears reasonable. We will also employ analytical testing on smaller and/or lower risk accounts and cycles to maintain efficiency and to meet milestones.



f. Approach to be taken to gain and document an understanding of the City's internal control structure

As your current auditors, we have developed and documented a thorough understanding of Bridgeport and its internal control and operating structure. Each year, we will work with Bridgeport to update that understanding in the least intrusive manner possible, while still maintaining our professional responsibilities. We will utilize a combination of updating internal control forms completed in prior years and conducting annual interviews with key accounting personnel. As a baseline, we use existing internal control processes, policies, organizational charts, and other items Bridgeport may have already documented or updated during the year. Finally, to confirm our understanding, we will perform tests of design and operating effectiveness and convey the results to Bridgeport.



The Committee of Sponsoring Organizations of the Treadway Commission (COSO) has established a framework for internal control systems. Under the COSO framework, internal control is a process to provide reasonable assurance that those internal objectives, including effectiveness and efficiency of business operations, reliability of financial reporting, and compliance with applicable laws and regulations, will be met.

Our audit approach is designed to evaluate and test the departmental internal controls in accordance with COSO concepts. Our procedures include a review of the overall control environment, determination of the internal controls which are determined to be direct and material to the federal program under review, determination of the adequacy of those procedures, and testing of the procedures to determine if they are functioning as designed.

During the planning and internal control phases of our audit, we will develop our understanding of Bridgeport business operations and internal control structure for financial accounting and relevant operations through observation, discussion, and inquiries with management and appropriate personnel. During this phase of the audit, we will review budgets and related materials, organization charts, accounting and purchase manuals, and other systems of documentation that may be available.

Once we understand your operations, we will then identify control objectives for each type of control that is material to the financial statements. The next step will be to identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. We will then determine the nature, timing, and extent of our control testing, and perform tests of controls.

This phase of the audit will include extensive testing of controls over transactions, financial reporting, and compliance with laws and regulations. Whenever possible, we will use dual-purpose tests to reduce the need to select multiple samples for internal control and compliance testing. We will be as efficient as possible, thereby reducing the disruption to your operations while achieving our audit objectives.

Our assessment of internal controls will determine whether Bridgeport has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

Our workpapers during this phase will clearly document our work through preparing the following for each significant transaction cycle or accounting application:

- Audit program
- Cycle memo and supporting documentation
- Account risk analysis (ARA)
- Specific control evaluation (SCE)

g. Approach to be taken in determining laws and regulations that will be subject to audit test work

We will obtain an understanding of the laws and regulations that impact Bridgeport's operations by reviewing council minutes to identify any ordinances or resolutions that might have an impact to operations and reporting by Bridgeport, as well as interview key personnel and management of Bridgeport. The staff assigned to the engagement attend regular trainings and are well versed in upcoming legislation and federal and state laws (e.g., *Uniform Guidance*) and proactively discuss these upcoming changes with our clients.

We will also review current operations, contracts, and IGA's that may impact current operations.

h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

We follow the guidance of AU-C Section 530, Audit Sampling, in using statistical and nonstatistical approach. We use quality control material in all our audit engagements. These forms guide our staff through a logical process of assessing inherent risk, control risk, and combined audit risk, followed by an assessment of appropriate sample size for testing.

Because our sample sizes are affected by many variables, a statement about sample sizes cannot be made in absolute terms. However, with regard to sample selection, we will generally utilize representative sampling for internal control and compliance tests, including those related to single audit compliance. Samples will also be used in conjunction with other tests of compliance (e.g., Florida Statutes, Ordinances, etc.).

In general terms, sample sizes for compliance and controls testing obtained via our guidance usually fall into categories of 25, 40, or 60 depending on circumstances. Where the population being tested is less than 100 items, we will use the 20%, 30%, or 40% of the population depending on our control risk assessment.

We are usually able to cover a substantial portion of the compliance and controls testing with one sample, resulting in a very efficient approach.

8. Identification of anticipated potential audit problems

In situations where authoritative guidance on a particular transaction or accounting issue is unclear or subject to interpretation, our approach is to proactively meet with management to discuss the issue and reach a conclusion that is hopefully agreed upon by both parties. We do not have specific firm policies that dictate our conclusions to be reached on all complex accounting issues. Rather, each issue must be evaluated independently by our engagement team. As discussed above, we will not only meet internally, but also facilitate discussion with Bridgeport's management team in order to obtain a mutual understanding of the particular accounting issue, determine the applicable authoritative guidance that most closely relates to the issue, and strive to reach an approach agreed upon by both parties. If there remains any ambiguity or disagreement, we can explore other resources that could possibly assist, such as subject matter professionals within the Government Accounting Standards Board staff or the Government Finance Officers Association (GFOA) or perhaps other municipalities who may have dealt with similar issues.



v. Guarantees and Warranties

APPENDIX A

FIRMS GUARANTEES AND FIRMS WARRANTIES

Firm Guarantees

The firm certifies that it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Firm Warranties

1. Firm warrants that it is willing and able to comply with the State of Connecticut laws with respect to foreign (non-state Connecticut) corporations.
2. Firm warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof.
3. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Bridgeport.
4. Firm warrants that all information provided by it in connection with this proposal is true and accurate.
5. Firm agrees to terms of Appendix A(1) - Insurance and Indemnification

Signature of Official: *Santo Carta*

Name (typed): Santo Carta

Title: Principal

Firm: CLA (CliftonLarsonAllen LLP)

Date: March 29, 2023

No Conflicts/Disclosure Form

Revised 10/2018

NO CONFLICTS / DISCLOSURE FORM

EVERY BUSINESS OR INDIVIDUAL THAT IS ISSUED A NOTICE OF INTENT TO AWARD PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED), MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Individual or Business: CLA (CliftonLarsonAllen LLP)

Person signing this form: Santo Carta
Title: Principal

Phone Number: (860-) 570 - 6381

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

1. Business is (check one)

- a corporation a general partnership
 a limited liability company a sole proprietorship
 a limited liability partnership other _____

2. Business Address: 29 South Main Street, 4th Floor
West Hartford, CT 06107

3. State of incorporation or organization: Connecticut
 Other Minnesota

4. What other trade names does the Business use, if any?

5. Fed ID or SS # 41-0746749 CT State ID # _____
DUNS # _____ SAM # _____
CT Contractors # _____ Other pertinent license #s (if any)



Revised 10/2018

6. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
Santo Carta	29 South Main Street West Hartford, CT 06107	Principal
<i>Note: CLA is a limited liability partnership, with more than 1,200 principals. A complete listing can be provided upon request.</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Identify owners of 5% or more interest in the Business:

Note: CLA is a limited liability partnership, with more than 375 equity principals, none of whom own more than a 2% interest in the firm

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Identify any parent, affiliate or subsidiary organization of the Business.

(a) Company's name CliftonLarsonAllen Wealth Advisors, LLC, a

- | | |
|---|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input checked="" type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

State of Incorporation or organization: Minnesota

Relationship to your company: Wholly-owned subsidiary

(b) Company's name _____, a

- | | |
|--|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

State of Incorporation or organization: _____

Relationship to your company: _____



Revised 10/2018

8. Has the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, within the past three (3) years been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, concluded or served a sentence imposed for, or otherwise admitted to:

	<u>Yes</u>	<u>No</u>
a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) having a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

9. Initial as appropriate below:

None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee. sc (Initial)

OR

One or more of the persons listed herein is related by blood or marriage to a City of Bridgeport government official or employee. (Explain in detail below or attach additional sheet if necessary) _____ (Initial)

2018

3



Revised 10/2018

10. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted? No

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.

11. Read and initial at the end of the following paragraph:

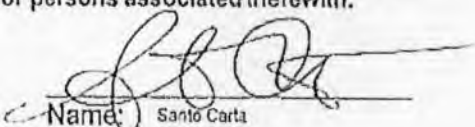
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. SC (Initial)

12. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE. SC (Initial)

WARNING: Falsifying information on this form, or failing to promptly notify the City of changes to the information contained in it during the course of the Business' performance of the work will constitute a default under any contract or purchase order awarded to the Business, and will permit the City to terminate its contract with the Business and pursue its legal rights and remedies as to such Business or persons associated therewith.

Dated: March 29, 2023


Name: Santo Carta
Title: Principal
duly-authorized

2018

4



Revised 10/2018

STATE OF Connecticut
COUNTY OF Hartford } ss. Sudington March 29, 2023

Personally appeared before me, Santa Carta (name), the
Principal (title) of CliftonLarsonAllen (name
of Business), who swore to the truth of the foregoing as his/hor free act and deed
and the free act and deed of CliftonLarsonAllen (name of Business)
before me.



Notary Public: Elena Padner
My commission expires on: 10/21/23
Commissioner of the Superior Court



Appendix

A. Engagement team biographies





Santo Carta, CPA

CLA (CliftonLarsonAllen LLP)



Principal
West Hartford, Connecticut

860-570-6381
santo.carta@CLAconnect.com

Profile

Santo has more than 20 years of experience working with municipalities and quasi-government organizations. Santo has significant proficiency in the areas of state and federal compliance and state and federal single audits. He also has experience in the area of municipal-owned and operated utilities, including wastewater operations and trash-to-energy facilities.

Technical experience

- Audit and accounting
- Single audits
- Financial statement audits

Education and professional involvement

- Bachelor of science in accounting from Central Connecticut State University, New Britain, Connecticut
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Connecticut Society of Certified Public Accountants
 - Governmental Accounting and Auditing Committee, Chairperson
- Government Finance Officers Association of Connecticut

Key Relevant Clients

- City of Bridgeport
- Town of West Hartford
- City of Middletown
- Town of Guilford
- Town of Windham
- Town of Haddam

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





Heather Plitt, CPA, MBA

CLA (CliftonLarsonAllen LLP)

Director
Baltimore, Maryland

410-453-5571
heather.plitt@CLAconnect.com



Profile

Heather has more than 18 years of experience and is a quality reviewer with the National Assurance Technical Group, focusing on reviews of assurance engagements for state and local government clients across the firm. She also serves as a technical resource for engagement teams performing state and local government engagements. Prior to her time in the National Assurance Technical Group, Heather specialized in financial and single audits for state and local governments, including school districts, counties, cities, and other government agencies.

Technical experience

- Governmental auditing and accounting with an emphasis on state and local agencies, including single audits
- Nonprofit auditing and accounting, including single audits

Education and professional involvement

- Master of business administration from the University of Baltimore
- Bachelor of science in accounting from the University of Baltimore
- Certified Public Accountant, Maryland and Virginia
- Maryland Association of Certified Public Accountants, 2004-present
- Virginia Association of Certified Public Accountants, 2010-present
- American Institute of Certified Public Accountants

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Chad Fallon-Senechal, CPA

CLA (CliftonLarsonAllen LLP)



Senior
West Hartford, Connecticut

860-231-6658
chad.fallon-senechal@CLAconnect.com

Profile

Chad began his professional career in 2013 working for a small firm in New Jersey performing audits of municipalities. During that time, he obtained the necessary credits to sit for the CPA exam. In mid-2020 he moved to Connecticut with his wife and began working for blumshapiro. Shortly after CLA's acquisition of blumshapiro he was advanced to Senior and obtained his CPA license.

Technical experience

- State and local government
- Federal Single Audit
- Connecticut State Single Audit

Education and professional involvement

- Bachelor of Arts in General Studies from Providence College, Providence, Rhode Island
- American Institute of Certified Public Accountants
- Certified Public Accountant in the State of Connecticut
- Connecticut Society of Certified Public Accountants

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Elizabeth Forsythe, MSA

CLA (CliftonLarsonAllen LLP)



Senior
West Hartford, Connecticut

860-221-3045
elizabeth.forsythe@CLAconnect.com

Profile

As a senior in our assurance practice, Elizabeth serves as the main point of contact with the client on assigned audit engagements. She communicates with the team's manager and principal to inform them of the status of the work as well as any issues that may arise throughout the engagement. Elizabeth also supervises and works with staff on their training and development.

Technical experience

- State and local government financial statement audits
- Federal and state single audits

Education and professional involvement

- Bachelor of science in accounting with a minor in insurance from Eastern Connecticut State University, Willimantic, Connecticut
- Master of science in accounting from University of Connecticut, Storrs, Connecticut
- Connecticut Society of Certified Public Accountants

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Jeffrey Ziplow, MBA, CISA, CGEIT

CLA (CliftonLarsonAllen LLP)



Principal
West Hartford, Connecticut

860-561-6815
jeffrey.ziplow@CLAconnect.com

Profile

Jeff is a principal in the firm’s business risk advisory service group. Over his 35-year career he has had significant experience working with organizations to assess their IT controls as they relate to business operations and helps to develop recommendations to mitigate risk. In this role, Jeff works with clients on data breach responses, cyber security risk assessments and provides insight and guidance on developing better security practices. In addition, he works on process control related projects to enhance operational efficiencies and provide tangible control recommendations.

Jeff also oversees various IT audits based on the AICPA’s SSAE-18 (SOC-1) and AT-101 (SOC-2) compliance standards as well as working with the NIST based security standards. Over the past several years, he has been actively involved in providing cybersecurity and risk assessments presentations to municipalities, nonprofits, and various companies to enhance leadership in these areas. He also works with the attorney generals of Connecticut, Florida, and Indiana to provide guidance/support on cyber security matters.

Technical experience

- Risk management
- Information system
- Security assessments
- Processes and controls
- SOC-1 and SOC-2 audits
- HIPAA audits
- NIST compliance standards

Education and professional involvement

- Master of business administration from Boston College, Boston, Massachusetts
- Bachelor of arts from the University of Vermont, Burlington, Vermont
- Certified Information Systems Auditor
- Certified Governance of Enterprise IT
- Information Systems Audit and Control Association
- Government Finance Officers Association of Connecticut

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B. Quality control procedures and peer review report



In the most recent peer review report, dated November 2022, we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page.

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the *Uniform Guidance*.





Cherry Bekaert^{LLP}

Your Guide Forward

Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

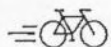
Cherry Bekaert LLP

Cherry Bekaert LLP
Charlotte, North Carolina
November 18, 2022

cbh.com



C. Reports



West Hartford

<https://resources.finalsite.net/images/v1674833665/westhartfordctgov/q9vyud7rlakogfyny2nx/2021.pdf>

Middletown

<https://www.middletownct.gov/DocumentCenter/View/22299/2021-Annual-Comprehensive-Financial-Report-PDF>

Windham

https://windhamct.com/resources/2021_acfr.pdf





City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT

999 Broad Street
 Bridgeport, Connecticut 06604
 Telephone (203) 576-7221 • Fax (203)332-5611

JOSEPH P. GANIM
 Mayor

THOMAS GILL
 Director

COMM. #52-22 Ref'd to ECD&E Committee on 4/17/2023

TO: Honorable Members of the Bridgeport City Council

FROM: Anjerice Miller
 Senior HCD Manager *AM*

RE: Amended Resolution for Program Year 49 Annual Action Plan
 Community Development Block Grant (CDBG);
 Homeless Emergency Solutions Grant (HESG);
 HOME Investment Partnership (HOME); and
 Housing Opportunities for Persons with AIDS (HOPWA)

DATE: April 3, 2023 - For Referral to Economic and Community Development and Environment Committee

RECEIVED
 CITY CLERKS OFFICE
 23 APR 12 PM 3:19
 ATTEST
 CITY CLERK

For the upcoming fiscal year, the U.S. Department of Housing and Urban Development ("HUD") requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 49 which covers the period from July 1, 2023, to June 30, 2024. HUD requires municipalities such as Bridgeport to prepare an Annual Action Plan for the City to apply for and receive funds under the following four (4) formula grant programs: Community Development Block Grants (CDBG), Homeless Emergency Solutions Grant (HESG), Housing Opportunities for Persons with AIDS (HOPWA), and the HOME Investment Partnership Program (HOME). The city has received official notification from HUD of its annual allocation, the Office of Housing and Community Development is authorized to make even adjustments to all awards as dictated by the official allocation awarded to the city.

The PY49 Allocation is listed below:

Community Development Block Grant Program	\$3,236,610.00
Homeless Emergency Solution Grant	\$289,890.00
HOME	\$1,478,268.00
HOPWA	\$1,146,713.00

The City advertised the anticipated availability of funding in December 2022. Applications became available on January 06, 2023. **Applications were accepted online only.** The following technical assistance sessions were held:

CDBG

Zoom Meeting Information – Dial In: (929)436-2866

Tuesday, January 10, 2023	10:00am – 11:30am	Meeting ID: 828 0495 1533
Passcode: 666982		
Thursday, January 12, 2023	1:00pm – 2:30pm	Meeting ID: 878 3974 4993
Passcode: 714202		

HOPWA/ESG

Zoom Meeting Information – Dial In: (929)436-2866

Tuesday, January 10, 2023	1:00pm – 2:30pm	Meeting ID: 859 5012 1114
Passcode: 814011		
Thursday, January 12, 2023	10:00am – 11:30am	Meeting ID: 824 6244 3632
Passcode: 012123		

Program applications were due February 10, 2023.

The Citizen's Union hosted public hearings on March 23rd and March 24th, 2023, at 6:00 pm City Hall, 45 Lyon Terrace in the City Council Chambers. The Citizen's Union deliberated and made final recommendations on March 29, 2023. The staff of the Office of Housing and Community Development were available at all meetings and hearings to answer questions and provide additional information and support.

Thank you for your consideration,

Cc: Janene Hawkins, CAO
Tom Gaudett, Mayor's Office
Thomas Gill, OPED
Milta Feliciano, HCD
Mark Anastasi, City Attorney

PROGRAM YEAR 49 ANNUAL ACTION PLAN

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM**

AMENDED RESOLUTION

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing and Urban Development ("HUD") an *Annual Action Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate-income persons"; and

WHEREAS, the City of Bridgeport will develop a *Program Year 49 ("PY 49") Annual Action Plan* and anticipates the following allocation of federal funds from the U.S. Department of Housing & Urban Development for FY 2023-2024; and

WHEREAS, the city has received official notification from HUD of its annual allocation. Once the city receives its official allocation, the Office of Housing and Community Development is authorized to make even adjustments to all awards as dictated by the official allocation awarded to the City. The PY49 allocation is listed below:

Community Development Block Grant Program	\$3,236,610.00
Homeless Emergency Solutions Grant Program	\$289,890.00
HOME	\$1,478,268.00
HOPWA	\$1,146,713.00

WHEREAS, two public hearings were held, by the Citizen's Union on March 22nd and 23rd, 2023. The Citizen's Union deliberated and voted on March 29, 2022. The Citizen's Union recommendations will be posted for a 15-day public comment period on April 4, 2023, prior to being submitted for a full council consideration. That public comment period will end on April 19, 2023, at noon. The final Annual Action Plan and Resolution is expected to be presented to the full City Council on May 1, 2023; and

WHEREAS, the Bridgeport City Council will vote to accept the *PY49 Annual Action Plan, when submitted*, as part of the City's *Five Year 2020-2024 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; the Homeless Emergency Solutions Grant ("HESG") Program; HOME Investment Partnerships ("HOME") Program; and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and

Now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport, and/or his designees, the Director or the Deputy Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program.

Application Number	Agency Name	PY 49 Request	PY49 Citizen's Union Approval
CDBG- Public Service			
1	COB Department of Aging- Department of Aging	\$48,720.00	\$0.00
2	Children in Placement, CT, Inc. – Guardian ad Litem	\$30,000.00	\$15,000.00
3	Klein Memorial Auditorium Foundation, Inc. – Klein Theater Arts	\$28,000.00	\$14,000.00
4	COB Department of Public Facilities – Mayors Conservation Corps.	\$60,000.00	\$35,000.00
5	City of Bridgeport Department of Public Facilities – Senior Program	\$20,000.00	\$15,000.00
6	The Hoops and Dreams Foundation Inc. – The Hoops and Dreams Foundation Inc.	\$15,000.00	\$0.00
7	Ortiz Boxing Gym Inc, LLC – Ortiz Boxing Inc	\$60,500.00	\$46,491.50
8	Unique & Unified New Era Youth Movement – Unique & Unified New Era Youth Movement	\$25,000.00	\$15,000.00
9	The Center for Family Justice – Pro Bono Legal Center	\$90,300.00	\$0.00
10	Liberation Programs, Inc. – Community Harm Reduction Services	\$27,900.00	\$0.00
12	McGivney Community Center – McGivney Community Center's After School Program	\$30,000.00	\$15,000.00
13	Downtown Cabaret Theater – Downtown Cabaret Theater	\$138,434.00	\$45,000.00
14	Life Through Fitness, Inc. – Citywide Youth Fitness Program	\$50,000.00	\$15,000.00
16	Cardinal Shehan Center – After School & Saturday Program	\$15,000.00	\$0.00
18	Connecticut Institute for Refugees and Immigrants – Bridgeport Immigration Legal Services	\$25,000.00	\$12,500.00
20	Bridgeport Pop Warner Football League – Bridgeport Pop Warner Football League	\$40,000.00	\$0.00
21	Bridgeport Youth Lacrosse, Inc. – Career Pathways Work Readiness Program	\$100,000.00	\$0.00
22	Bridgeport Youth Lacrosse, Inc. – Sports for Peace	\$75,000.00	\$25,000.00
23	Career Resources, Inc. – Hang Time Her Time	\$25,000.00	\$5,000.00
27	Make the Road States, Inc, DBA Make the Road CT	\$35,000.00	\$0.00
29	COBRA Rugby Inc. - COBRA (City of Bridgeport Rugby Alliance)	\$20,000.00	\$0.00
30	Boys Club and Girls Club of Bridgeport Inc. - Orcutt Boys Club and Girls Club – Child Care Center	\$23,500.00	\$0.00
33	Bridgeport Labs, Inc. – The Skill Up Bridgeport Project	\$35,000.00	\$0.00
34	Groundwork Bridgeport, Inc. – Tree Patrol	\$18,606.33	\$10,000.00
35	Boys Club and Girls Club of Bridgeport INC – Orcutt Boys and Girls Club – Youth Center	\$22,000.00	\$0.00
38	The Jewish Home for Elderly of Fairfield County, Inc. – Support the Adult Day at Senior Services	\$10,000.00	\$5,000.00
39	Applied Behavioral Rehabilitation Institute, Inc. – Madaras House Case Management Program	\$25,000.00	\$15,000.00
41	LifeBridge Community Services – Behavioral Health Case Management	\$72,500.00	\$15,000.00
43	Hall Neighborhood House – HNH New Senior Center Tables	\$28,280.00	\$10,000.00
44	Hall Neighborhood House – Youth Program Furniture	\$149,603.50	\$25,000.00

45	Bridgeport Neighborhood Trust, Inc., doing business as Building Neighborhoods Together – ERA Capacity Building Program	\$55,000.00	\$25,000.00
46	Full Circle Youth Empowerment Center – Journey to Greatness Summer Enrichment Program	\$50,000.00	\$25,000.00
47	Bridgeport Caribe Youth Leaders, Inc. – “Building Today’s Youth..Tomorrow’s Leaders”	\$50,000.00	\$25,000.00
51	CT Hope House Inc. – Community Hope	\$60,000.00	\$0.00
53	United Way of Coastal Fairfield County – PT Partner’s Youth Corps Project	\$33,133.20	\$0.00
54	The Color a Positive Thought Organization – The Color A Positive Thought Organization	\$42,000.00	\$37,500.00
55	Bernard Buddy Jordan Foundation – Brothers Table/Sister Circle	\$30,000.00	\$0.00
56	Bridgeport Caribe Youth Leaders, Inc. – Caribe Club – Parent Workshops	\$50,400.00	\$15,000.00
57	Holistic Recovery Solutions – HRS Inc.	\$15,000.00	\$0.00
58	Central Connecticut Coast YMCA – Alpha Community Services YMCA – Herman’s Haven Youth Center	\$150,000.00	\$0.00
62	The Village Initiative Project, Inc. – V.I.P. College Tours	\$100,000.00	\$20,000.00
	Public Service Total Requests	\$878,854.00	
	Total Public Service Funds are capped at 15% of total CDBG Allocation	\$485,491.50	\$ 485,491.50
CDBG - Public Facilities			
15	Cardinal Shehan Center - Cardinal Shehan Center Facility Upgrade	\$325,064.00	\$325,064.00
17	Bridgeport Downtown Special Services District – Downtown Bridgeport Colorful Crew Beautification Expansion	\$21,000.00	\$21,000.00
24	Connecticut Institute of Refugees and Immigrants – Clinton Avenue Roof Replacement	\$30,000.00	\$30,000.00
25	Community Garden of Joy – Community Garden of Joy Revitalization Operations	\$5,727.00	\$0.00
26	Community Garden of Joy – Fence to Secure Community Garden-ineligible	\$9,704.44	\$0.00
28	Boys Club and Girls Club of Bridgeport Inc. – Orcutt Boys and Girls Club – Facilities Improvement	\$494,224.00	\$144,043.50
31	Wakeman Memorial Association dba Wan Boys & Girls Club – Smilow- Burroughs Clubhouse Security System Upgrade	\$194,072.00	\$150,000.00
32	McGivney Community Center- McGivney Community Center Facility Upgrade	\$140,000.00	\$100,000.00
36	St. Mark’s Daycare Center – St. Mark’s Daycare Center	\$70,000.00	\$70,000.00
37	Make the Road States, Inc, DBA Make the Road CT – Updating the People’s Mansion	\$100,000.00	\$100,000.00
40	Recovery Network of Programs, Inc. – 392 Prospect Street Renovation	\$677,500.00	\$483,163.00
42	Recovery Network of Programs, Inc. -Tina Klem Serenity House	\$61,950.00	\$61,950.00
48	The Church of the Blessed Sacrament – Sidewalk Refurbish	\$150,000.00	\$0.00
49	Bridgeport Community Land Trust – Bridgeport Community Gardens-ineligible	\$30,000.00	\$0.00
50	Catholic Charities Fairfield County, Inc. – The Thomas Merton Family Center	\$75,000.00	\$75,000.00
52	Hall Neighborhood House – HNH Youth Wing Bathroom Renovation	\$260,500.00	\$130,250.00
59	Park City Compost Initiative – PCCI – Food Security through Gardens and Composting-ineligible	\$10,000.00	\$0.00
60	East Main Street Revitalization – The East Main Street Special District Project	\$300,000.00	\$0.00

61	Bridgeport Tabernacle SDA – Soup Kitchen Renovation CDBG	\$124,500.00	\$0.00
63	Bridgeport Community Land Trust – Bridgeport Community Gardens	\$28,000.00	\$0.00
	Public Facilities Total Requests	\$3,107,241.44	
	Public Facilities Funds Awarded		\$1,690,470.50
CDBG - Housing			
11	Norwalk Town Union of The King's Daughters and Sons – Norwalk Town Union of The King's Daughters and Sons	\$63,326.00	\$63,326.00
19	Bridgeport Lead Hazard Control – Bridgeport Lead Hazard Control CDBG Match	\$25,000.00	\$25,000.00
	City of Bridgeport: OPED/HCD Housing Delivery Cost	\$175,000.00	\$175,000.00
	City of Bridgeport: OPED/HCD Homeowner Rehab	\$150,000.00	\$150,000.00
	Housing Total Request	\$413,326.00	
	Housing Funds Awarded		\$413,326.00
CDBG Economic Development			
	Economic Development Total Requests	\$0.00	
	Total Economic Development Funds Awarded		\$0.00
	Total Public Facilities/Housing/Econ. Development Requested	\$3,520,567.44	
	Total Public Facilities/Housing/Econ. Development Available for Allocation	\$2,103,796.50	
	**Total Reprogramming Amount Available for PF/Housing (estimate)		
Section 108			
CDBG - Planning/Administration			
	Administration		
	Total Admin Funds Awarded	\$647,322.00	\$647,322.00
	Total CDBG Funding Awarded		\$2,589,288.00
	Total CDBG ADMIN	\$647,322.00	\$647,322.00
	To Be Awarded		
	Total CDBG Allocation	\$3,236,610.00	\$3,236,610.00

HESG - Emergency Solutions Grant			
	Street Outreach		\$-
	Total Street Outreach Awarded		-
	Emergency Shelter		
	Central Connecticut Coast YMCA – South End Community Center All Weather Emergency Shelter	\$142,000.00	\$35,151.52
	Central Connecticut Coast YMCA – Families in Transition	\$70,000.00	\$50,198.12
	Total Emergency Shelter Requested	\$212,000.00	
	Total Emergency Shelter Awarded		\$85,349.64
	HMIS		
	The Housing Collective-HMIS	\$25,000.00	\$25,000.00
	Total HMIS Awarded		\$25,000.00
	Homeless Prevention		
	The Housing Collective – Bridgeport Homeless Prevention Fund (B-HPF)	\$45,000.00	\$0.00
	Alliance for Community Empowerment – Emergency Utility Assistance	\$50,000.00	\$25,198.12
	Alliance for Community Empowerment – Emergency Rental Assistance	\$50,000.00	\$0.00
	New Reach, Inc. – New Reach Stable Families Program	\$128,271.00	\$25,198.12
	Department of Health and Social Services – Emergency Rental Assistance	\$100,000.00	\$57,204.25
	Total Homeless Prevention Requests	\$373,271.00	
	Total Homeless Prevention Awarded		\$107,600.49
	Rapid Rehousing		
	The Housing Collective – Bridgeport Rapid Re-Housing Program	\$70,000.00	\$50,198.12
	Total Rapid Rehousing Requests	\$70,000.00	\$50,198.12
	Total HP/RR Requests Received	\$443,271.00	
	HP/RR Available (35% of total after admin)	\$0.00	
	Total HESG Awarded	\$0.00	\$268,148.25
	Administrative (7.5% a of allocation)	\$21,741.75	\$21,741.75
	Total HESG Funding Allocation	\$292,682.00	\$289,890.00

HOPWA - Housing Opportunities for People With HIV/AIDS			
Inspirica, Inc. – McKinney House		\$150,000.00	\$150,000.00
Recovery Network of Programs, Inc. - 6		\$221,934.00	\$180,661.75
Apex Community Care, Inc. – Apex Community Care Housing Program		\$218,400.00	\$196,661.76
Chemical Abuse Services Agency, Inc.- CASA Noble House		\$241,139.00	\$212,848.10
Catholic Charities of Fairfield County - HOPWA		\$178,000.00	\$178,000.00
Mid Fairfield AIDS Project, Inc. – Housing Opportunities for People with AIDS		\$194,140.00	\$194,140.00
Total HOPWA Request		\$1,203,613.00	
Total HOPWA Awarded		\$ 1,146,713.00	\$1,112,311.61
Administrative (3% of allocation)		\$34,401.39	\$34,401.39
Total HOPWA Funding Allocation		\$1,181,114.39	\$1,146,713.00
HOME Program			
Administration (10% of allocation)		\$147,826.80	\$ 147,826.80
Total Available for HOME Projects		\$1,330,441.20	\$ 1,330,441.20
Total HOME Program Funding Allocation		\$1,478,268.00	\$ 1,478,268.00



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-7221 • Fax (203)332-5611

THOMAS GILL
Director

JOSEPH P. GANIM
Mayor

COMM. #53-22 Ref'd to ECD&E Committee on 4/17/2023

TO: Honorable Members of the Bridgeport City Council

FROM: Anjerice Miller
Senior HCD Manager *Am*

RE: Substantial Amendment for Program Year 46 Annual Action Plan

DATE: April 12, 2023- For Referral to Economic and Community Development and Environmental Committee

The Office of Housing and Community Development respectfully submits the attached resolution and documentation regarding a substantial amendment to the 2020-2021 Program Year 46 Annual Action Plan as it relates to the Emergency Solutions Grant (ESG) Program for referral at the April 17, 2023, Council meeting.

Thank you for your consideration,

Cc: Janene Hawkins, CAO
Tom Gaudett, Mayor's Office
Thomas Gill, OPED
Obiora Nkwo, HCD
Milta Feliciano, HCD
Mark Anastasi, City Attorney

RECEIVED
CITY CLERKS OFFICE
23 APR 12 PM 3:19
ATTEST
CITY CLERK

RESOLUTION

AMENDED

**CITY OF BRIDGEPORT PROPOSED SUBSTANTIAL AMENDMENT
TO THE CITY'S ANNUAL ACTION PLAN FOR HOUSING & COMMUNITY
DEVELOPMENT**

WHEREAS, the City Council of the City of Bridgeport previously authorized Emergency Solutions Grant (ESG) funding for the program activities during the various program years; and

WHEREAS, the City wishes to reprogram \$40,271.34 of ESG funds from previously approved activities that; did not advance, were completed for amounts less than originally approved by the City of Bridgeport or will be moved forward to the same activity in PY46

WHEREAS, this request constitutes an amendment to the PY46 Annual Action Plan and, as such, requires a public notice, Citizen Union consideration, and City Council authorization; and

WHEREAS; the City issued a request for public comment on the recommended use of these funds

NOW THEREFORE BE IT

RESOLVED, that since the city has provided required public notification and has obtained citizen union recommendations, the Mayor of the City of Bridgeport or the designated individual (Director or Deputy Director of Planning and Economic Development) is hereby authorized and empowered to sign all contracts, documents, and/or agreements(and to take such other reasonable actions) as necessary to implement the activities listed above in an expedient fashion and in accordance with all of HUD's *Emergency Solutions Grants*, regulations, and requirements.

ESG Reprogrammed Funds

City of Bpt-Social Services Dept- Emergency Rental Assist. Prog.	40,271.34
Total ESG Reprogrammed Awarded	\$ 40,271.34



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM
Mayor

April 12, 2023

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

COMM. #54-22 Ref'd to Joint Committee on ECD&E and Contracts
on 4/17/2023

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Resolution Authorizing the Mt. Growmore Land Development Agreement &
Ground Lease**

Request for a Public Hearing Before the Full Council on Monday, May 1, 2023

Referral to the Joint ECDE & Contracts Committee

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize the attached *Land Development Agreement and Ground Lease Agreement with the East End NRZ Market & Café Inc.* to advance the development of "**Mount Growmore**," a community-led development project which shall include a hydroponic container farm, a greenhouse, and a community learning and wellness center to be developed in a campus setting.

This item will require a public hearing, which we request be ordered for the full City Council meeting of Monday, May 1, 2023.

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

Truly yours,

William Coleman
Deputy Director

C: Thomas Gill, Director
Ronald Pacacha, Esq.
Thomas Gaudett

RECEIVED
CITY CLERKS OFFICE
23 APR 12 PM 4:44
ATTEST
CITY CLERK

Resolution Authorizing
a
Land Development Agreement and Ground Lease Agreement
with
East End NRZ Market & Café, Inc.
for
329 Central Avenue, 124 Suggetts Lane, 118 Suggetts Lane, 128 Trowel Street

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, the **East End NRZ Market & Café Inc. (the "Lessee" or the "Developer")** is a non-stock, nonprofit corporation which has established at 1841 Stratford Avenue a successful community-based market that specializes in the provision of fresh and healthy food;

WHEREAS, expanding upon its success in the provision of healthy food, the Lessee proposes to develop a hydroponic farm as the anchor of a larger agricultural learning campus to include a greenhouse and a wellness center in the East End of Bridgeport, (the **"Project"**);

WHEREAS, pursuant to *City Council Resolution No. 125-19, as approved on August 3, 2020*, in support of the Lessee's Project, the City's Office of Planning and Economic Development (**"OPED"**) and its Central Grants Office are in receipt of, and are administering, an approximately \$50,000 *Connecticut Department of Agriculture Farm Viability Grant* (the **"DOA Grant"**) awarded to support the Project;

WHEREAS, in or about April of 2022, the Developer was awarded a one-million dollar grant to advance the Project via a *Community Project Federal Funding Grant* provided under the federal *Transportation and Housing and Urban Development – Economic Development Initiative*, which is administered by the *US Department of Housing & Urban Development* (the **"HUD Grant"**);

WHEREAS, on May 26th of 2022, the *Connecticut Bond Commission* authorized a two-million dollar *Urban Act Grant* to the City (the “**DECD Grant**”) to support the development of the Project;

WHEREAS, in advancement of the Food Policy Council recommendations and the planning objectives noted above, OPED finds that there would be broad community and environmental and economic benefit stemming from the development of this Project on the vacant, City-owned redevelopment property, which consists of 128 Trowel Street, 124 Suggetts Lane, 118 Suggetts Lane and 329 Central Avenue (collectively the “**Property**”);

WHEREAS, the **East End Neighborhood Revitalization Zone (“NRZ”) Plan**, as adopted in 2005, stresses the need for the repurposing of this Property;

WHEREAS, OPED, in part with the help of the US Environmental Protection Agency (the “**EPA**”) and in part with funding from the Brownfields Program of the Connecticut Department of Economic & Community Development (the “**DECD**”), has conducted various environmental clean-up activities on this Property and anticipates that the Project, in part through the development of the concrete pads needed to support hydroponic farming trailers, will provide the hard capping needed to finalize aspects of these clean-up activities;

WHEREAS, to complement the DOA Grant, the HUD Grant, and the DECD Grant mentioned above, the City will use existing City capital accounts, as previously approved by the City Council specifically to support NRZ sponsored projects and brownfields redevelopment projects, to fund needed capital improvements on this City-owned Property, particularly for utility infrastructure installation and for the final remediation activities required;

WHEREAS, it is in the City’s best interest to enter into the Land Development Agreement and Ground Lease Agreement attached hereto;

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 attached Land Development Agreement and Ground 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, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City.

LAND DEVELOPMENT AGREEMENT

between

City of Bridgeport

and

East End NRZ Market & Café, Inc., or an Affiliate

for the Redevelopment of

329 Central Avenue, 118 & 124 Suggetts Lane, and 128 Trowel Street

LAND DEVELOPMENT AGREEMENT

AGREEMENT, made this _____ day of _____, 2023 between the **CITY OF BRIDGEPORT**, a municipal corporation having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter the "**City**"), and **EAST END NRZ MARKET & CAFÉ, INC.**, a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 1841 Stratford Avenue, Bridgeport, Connecticut, or its approved affiliate (hereinafter, the "**Developer**").

WITNESSETH:

WHEREAS, the City's Master Plan of Conservation 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);

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);

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, the Developer has established at 1841 Stratford Avenue a successful community-based market that specializes in the provision of fresh and healthy food;

WHEREAS, expanding upon its success in providing healthy food, the Developer proposes to develop a hydroponic farm as the anchor of a larger

campus to include a greenhouse and a learning and wellness center in the East End of Bridgeport (the "**Project**");

WHEREAS, pursuant to City Council Resolution No. 125-19, approved on August 3, 2020, in support of the Project, the City's Office of Planning and Economic Development ("**OPED**") and its Central Grants Office ("**Central Grants**") are in receipt of, and are administering, an approximately \$50,000 *Connecticut Department of Agriculture Farm Viability Grant* (the "**DOA Grant**") awarded to support the Project;

WHEREAS, on or about April of 2022, the Developer was awarded a one-million dollar federal grant to advance the Project via a *Community Project Federal Funding Grant* provided under the federal *Transportation and Housing and Urban Development – Economic Development Initiative*, which is administered by the *US Department of Housing & Urban Development* (the "**HUD Grant**");

WHEREAS, on May 26th of 2022, the *Connecticut Bond Commission* authorized a two-million dollar *Urban Act Grant* to the City (the "**DECD Grant**") to support the development of the Project;

WHEREAS, in advancement of the Food Policy Council recommendations and the planning objectives noted above, OPED finds that there would be broad community, environmental and economic benefit stemming from the development of this Project on the vacant, City-owned redevelopment property, which consists of 329 Central Avenue, 118 Suggests Lane, 124 Suggests Lane and 128 Trowel Street (collectively the "**Property**");

WHEREAS, the East End Neighborhood Revitalization Zone ("**NRZ**") adopted a plan in 2005 (the "**Plan**") stresses the need for the repositioning of this Property;

WHEREAS, OPED, in part with the help of the US Environmental Protection Agency (the "**EPA**") and in part with funding from the Brownfields Program of the Connecticut Department of Economic & Community Development (the "**DECD**"), has conducted various environmental analyses and clean-up activities on this brownfield property and anticipates that the Project, particularly through the construction of the concrete pads needed to support hydroponic farming trailers and other impervious surfaces, will also serve to provide the hard capping needed to finalize environmental remediation;

WHEREAS, to complement the DOA Grant, the HUD Grant, and the DECD Grant, OPED will use existing City capital accounts, as previously

approved by the City Council specifically to support NRZ-sponsored projects and brownfields redevelopment projects, to fund needed capital improvements on the Property, particularly for the construction of utility infrastructure and the final remediation activities required;

WHEREAS, it is in the City's best interest to enter into this Agreement and the accompanying lease of the Property ("**Ground Lease**") in substantially the form attached hereto;

WHEREAS, the Developer has determined, subject to its conduct of due diligence and other pre-closing investigations and activities, that the Project will be financially feasible;

WHEREAS, the parties agree that undertaking and completing the Project is in the best interests of the City and its economy, will serve to promote the health, safety, morals, and welfare of its residents, and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken.

The above recitals are incorporated into this Agreement as if fully set forth therein with full legal force and effect.

NOW THEREFORE, in consideration of the representations, warranties, covenants, agreements and the obligations of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement and the Schedules annexed hereto, the following terms shall have the meanings assigned to them below:

"**Access Agreement**" shall mean an agreement requested by the Developer seeking access to the Property for its due diligence purposes including provisions for the Developer's indemnification of the City, evidence of insurance, and requiring restoration of the Property to its condition prior to the Developer's entry.

"**Affiliate**" of, or a person "affiliated" with, the Developer shall mean any corporation or other entity that is, directly or indirectly, through one or more

intermediaries, boards of directors, owners, shareholders or operating managers, controlled by or under common control with the Developer.

"Agency" shall mean the Office of Planning and Economic Development of the City of Bridgeport, which shall be responsible for ensuring that the Developer's Project is designed, funded, constructed and completed in accordance with the Plan.

"Agreement" shall mean this Land Development Agreement between the City and the Developer, together with all documents, Exhibits and Schedules referred to herein or annexed hereto, which are incorporated by reference as if fully set forth herein.

"Applicable Laws" shall mean any and all federal, state, or municipal law, or decisions made by a court, agency, commission, board, bureau, or instrumentality having jurisdiction under any applicable laws related to the Project or the ability to enforce the same.

"Approval" shall mean approval or consent in writing required from or by a party in such form, executed in such manner and containing such information required by this Agreement.

"City" shall mean the City of Bridgeport, located in Fairfield County, Connecticut, organized and existing by virtue of an Act of the General Assembly of the State of Connecticut, acting through its mayor, his designee, or another duly-authorized administrative officer, its elected and appointed officials, officers, executives, administrators, employees, agents and contractors, and any successor in interest, whether by act of a party or parties to this Agreement, by operation of law, or otherwise.

"City Development Costs" shall mean the costs expended by the City of Bridgeport as described herein and including, without limitation, completion of the Remediation of the Existing Environmental Conditions on the Property, certain other pre-development work relating to bringing utilities to the Property, and any other costs and expenses related to the preparation of the Property for the development of the Project.

"City Remediation Activities" shall mean the City's obligation to complete at the City's sole cost the Remediation related to Existing Environmental Conditions described in the Environmental Reports pursuant to a remedial action plan approved by the Connecticut Department of Energy And Environmental Protection so that the Developer's Improvements to the Property in connection with the Project can be constructed.

"City Utility Activities" shall mean the City's obligation to provide at the City's sole cost and expense utility services to the Property including, gas if

available in the public street abutting the Project, public water and sewer connections, and electricity services that will enable the Developer to incorporate and connect such utility services to the Improvements.

"Contractor" shall mean contractors, subcontractors, and consultants employed directly or indirectly by a Party and procured in the manner required herein or by any state, federal or private funding source.

"Control" (including the terms "controlling," "controlled by," and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management, decisions and/or policies of any person, corporation or other entity whether through the ownership of securities, by contract or otherwise.

"Developer" shall mean the Developer identified herein, a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of Connecticut, and shall include its officials, officers, executives, administrators, employees, agents and contractors (**"Developer Parties"**), any successor in interest or assign, whether by act of a party or parties to this Agreement, or by operation of law, or otherwise, but shall not mean a mortgagor of, or a holder of any mortgage or lien on the Property. All references to Developer contained in this Agreement shall be deemed to include any Affiliate.

"Environmental Conditions" shall mean the Release or migration of Polluting Substances, alone or in conjunction with other substances, at, upon, under, onto, generated by, emanating or having emanated from, or emitting or having been emitted from, the Property under Applicable Law.

"Environmental Laws" shall mean all statutory and common federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, orders, decrees or other requirements of and/or within the jurisdiction of any Governmental Authority, now or at any point in effect and applicable to the City and/or Developer and regulating, relating to, or imposing liability for the protection of the environment, or any Polluting Substances, including without limitation the following: The Clean Air Act, 42 USC Section 7401 *et seq.*; the Clean Water Act, 33 USC Section 1251 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601 *et seq.* ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act, 42 USC Section 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 USC 2601 *et seq.* ("TCSA"); the Emergency Planning and Community Right to Know Act, 42 USC 11001 *et seq.*; the Pollution Prevention Act of 1990, 42 USC Section 13101 *et seq.*; the Occupational Safety and Health Act, 29 USC 651, *et seq.*, ("OSHA"); and Title 22a of the Connecticut General Statutes, as any of them may be amended from time to time.

“Environmental Release” shall mean the release document to be delivered by the Developer to the City at Closing in the form attached hereto as **Exhibit 4**.

“Existing Environmental Conditions” means those Environmental Conditions existing prior to or the date of this Agreement identified in environmental reports provided to the Developer and identified herein that are the City’s responsibility .

“Final Construction Improvements” shall mean the completion of the Improvements in accordance with the Final Plans and Specifications as set forth and referred to in the permanent certificate of occupancy therefor.

“Final Plans and Specifications” shall mean the Developer’s Plan that is further developed and prepared by the Project Architect to approximately 70% completion and submitted to the City for Approval pursuant to this Agreement, which when Approved by the City shall be incorporated by reference as if fully set forth herein. Construction of the Improvements in accordance with such Final Plans and Specifications shall be subject, but not limited to, the legal requirements of the City and all governmental agencies and authorities, boards and commissions having jurisdiction over the Project and the construction of the Improvements, including design review and approval of preliminary or schematic design, final design documents, preliminary and final site plans, elevations, traffic studies, landscaping plans, plumbing, mechanical, electrical and related plans and specifications, construction drawings, as-built plans and surveys, filed maps, permits, governmental approvals and such other information as may be reasonably required by such governmental agencies or authorities.

“Future Environmental Conditions” means those Environmental Conditions that come into existence after the date of this Agreement that are caused or permitted by any of the Developer Parties that are the Developer’s responsibility.

“Governmental Agency” shall mean any federal, state, or local court, agency, commission, board, bureau, or instrumentality having jurisdiction under or ability to enforce any Applicable Laws related to the Project.

“Ground Lease” shall mean that certain long-term lease and occupancy agreement that the Parties will enter into upon the substantial completion of the Project in substantially the form attached that may be modified by mutual agreement of the Parties consistent with and not in contradiction with this Agreement, an unexecuted copy of which is attached hereto and made a part hereof as **Exhibit A**.

“Improvements” shall mean those certain physical improvements to be made by the Developer on the Property or related to the Project, as more fully

described in the Plan submitted by the Developer and as to which the City has given its Approval.

"Permitted Use" shall mean the City's approval of the leasing of the Property to the Developer for the construction of a hydroponic farm, learning campus and wellness center for the benefit of the citizens of Bridgeport and for no other use without the City's prior written Approval.

"Plan" shall mean the Developer's preliminary site plan and illustration of the Improvements to be constructed on the Property, which Plan is attached hereto or shall be attached hereto within thirty (30) days after the execution of this Agreement as **Exhibit B**. Said Plan shall be developed into a detailed site plan based upon an A-2 T-2 quality survey, including elevations, preliminary or schematic design drawings, detailed design drawings and specifications, Final Plans and Specifications, budgets and cost estimates, schedules, evidence of compliance with all Applicable Laws, including but not limited to applicable zoning and building laws, environmental, health and safety laws and the like, together with such other materials and information as the Agency or any authority having jurisdiction may require that shall be used for the preparation of the Final Plans and Specifications. Upon the City's giving Approval of the Plan, the Plan shall be incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

"Polluting Substances" shall mean any hazardous, toxic, polluting or regulated substance identified in Environmental Laws, including any substances determined by a Governmental Agency to pose an actual or potential threat to human health or the environment.

"Project" shall mean the design and construction of the Improvements on the Property in accordance with the Plan set forth in this Agreement.

"Project Architect" shall mean such architect chosen by the Developer.

"Project Cost" shall mean the final cost of construction including all permits, professional fees, and soft costs, as more fully described in the Plan.

"Project Phasing" shall mean the process and timing of each Party's respective work and other activities set forth in the Schedule so that such work is properly timed, coordinated, pursued and completed within the milestone dates set forth in the Schedule including the establishment of any mandatory milestone dates that could or would stop or interrupt the progress of a phase or the completion of other work that is conditioned on a Party meeting its obligations on a particular date.

"Property" shall mean the real property located at 329 Central Avenue, 118 Suggetts Lane, 124 Suggetts Lane and 128 Trowel Street, Bridgeport,

Connecticut more specifically described as those parcels of real property identified on **Schedule A** attached hereto and made a part hereof.

"Release" shall mean any spill, discharge, leak, emission, migration, or other intentional or unintentional release of any Polluting Substance under the Environmental Laws.

"Remediation" shall mean any and all investigative, mitigation, containment, removal, monitoring, and cleanup activity pursuant to an approved remedial action plan approved by the State Department of Energy and Environmental Protection consistent with and necessary to achieve compliance with Connecticut Remediation Standards Regulations found in Sections 22a-133k-1 et seq. of the Regulations of Connecticut State Agencies, as they may be amended from time to time ("**RSRs**") or other Environmental Laws as a result of Environmental Conditions, and the allocation of responsibility therefor described herein.

"Schedule" shall mean the Developer's preparation and submission to the City within thirty (30) days after the execution of this Agreement a comprehensive schedule of all activities related to the development of the Project, including due diligence activities, applying for and obtaining land use permits, a design schedule including conceptual design, design development, and final design, a financing schedule, City Remediation Activities, City Utility Activities, construction schedule and a proposed operations start date for the hydroponic farm initially, which schedule shall include milestone dates, including mandatory milestone dates, blackout periods, if any, and the like and the same shall be attached hereto as **Exhibit C**, as the same may be amended from time to time. The Schedule shall not exceed time frames set forth in or to be developed under this Agreement without the mutual Approval of the Parties, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the entire Project to the extent required by this Agreement, and shall provide for expeditious and practicable execution of the Work. The Developer shall plan for the coordination, phasing and scheduling of the activities of the City's contractors with the Work of the Developer and its contractors, who shall cooperate with one another. The Developer shall propose revisions to the Schedule deemed necessary after a joint review with the City by upon mutual Approval of the Parties, not to be unreasonably withheld or delayed. The Schedule, as it may be amended by mutual agreement, shall constitute the Schedule to be used by the Developer's general contractor or construction manager, its separate contractors and the City and its contractors until subsequently revised as provided herein. Unless otherwise provided herein, when the City performs construction or operations related to the Project with its own contractors, the City shall be deemed to be subject to the same obligations and to have the same rights which apply to the Developer and the Developer Parties under this Agreement.

ARTICLE II

CONDITION OF PROPERTY

SECTION 2.1 **Ground Lease of Property**. The City agrees to enter into a Ground Lease of the Property to the Developer upon the issuance of a certificate of occupancy for the hydroponic farm, subject to all of the terms, covenants and conditions of this Agreement, including but not limited to the City's right to terminate such Ground Lease if the Developer fails to complete the Project in accordance with the Schedule, as the same may be amended by mutual consent of the parties, or fails to commence operations of the hydroponic farm within sixty (60) days following the issuance of a certificate of occupancy therefor.

SECTION 2.2 **Condition of the Property; City Obligations**.

(a) The City agrees to deliver possession of the Property pursuant to the Ground Lease to the Developer free of all tenants and occupants. The City shall deliver the Property with all existing improvements thereon free of debris, construction materials and the like related to City work.

(b) The City has disclosed all known subsurface water conditions, such as, streams or aquifers, and Environmental Conditions. The City represents that it has disclosed to the Developer any and all information, including any geotechnical reports and soil samples, in its possession regarding the conditions of the Property and leaves the Developer to determine and satisfy itself that the condition of the Property is acceptable for purposes of constructing the Project during its Due Diligence activities.

(c) The City agrees that, upon the Developer's discovery and notice to the City of unanticipated and previously undisclosed subsurface conditions with supporting documentation ("**Latent Defects**"), it will act in good faith and with diligence to seek and obtain the necessary funding to address such Latent Defects in a manner reasonably acceptable to the parties.

(d) The City agrees to conduct the City Remediation Activities, including but not limited to, the import of clean fill material needed to make the site level according to the Schedule.

(e) The City further agrees to conduct the City Utility Activities according to the Schedule.

Except as stated in this Agreement, the City has not made and does not make any representations or warranties as to the physical condition, expenses, operations, legality of occupancy, governmental compliance or any other matter or thing affecting or relating to the Property, the construction of the Improvements or the use thereof by the Developer, except as herein specifically set forth. The Developer hereby expressly acknowledges and represents that no such representations or warranties have been made to it, and if, after the inspections and examinations permitted to be made upon the Property by the Developer, the Developer agrees to lease the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" that exist at the time of execution of this Agreement, normal wear and tear and deterioration by the elements prior to the closing excepted. The City shall not be liable or bound in any way for any oral statements, representations, or information pertaining to the Property furnished by any real estate broker or agent of either party, or any other person. The Parties understand and agree that all prior and contemporaneous representations, statements, understandings and agreements, oral and written, between the parties are merged into this Agreement, which alone fully and completely expresses the agreement of the Parties. The obligation of the Developer to lease the Property is subject to its evaluation, investigation and testing of the Property condition as set forth herein.

SECTION 2.3 **Ground Lease of the Property to the Developer.** The City shall convey a ground leasehold interest in the Property on the Closing Date defined herein. The City shall convey such ground leasehold interest in substantial accordance with the Ground Lease attached hereto and made a part hereof as **Exhibit A**, subject to the Permitted Encumbrances and further subject to the terms and conditions set forth in this Agreement that are specifically stated to survive delivery of the Ground Lease.

SECTION 2.4 **Ground Rent.** The City agrees to rent the Property to the Developer for the nominal sum of One Dollar (\$1.00) per year during the Term (the "**Ground Rent**") for the Initial Term and any Additional Terms in the aggregate. Such Ground Rent shall be prepaid upon execution of this Agreement for the entire Initial Term and any Additional Terms.

SECTION 2.5 **Access to the Property.** The Developer shall have access to the Property for testing and evaluation at all reasonable times and hours from Monday through Saturday, except holidays observed by the City, upon reasonable advance notice, upon providing certificates of insurance and required policy endorsements from the Developer and all of its contractors and consultants deemed in form and content acceptable to the City.

SECTION 2.6 **Closing Adjustments.** The City is a municipal government exempt from most state sales taxes and all local property taxes. The City will remove of record any tax liens incurred prior to the Closing Date. Real and personal property taxes are assessed in accordance with State statutes. In the event that any State or local taxes are assessed against the

Property or the Developer under the Ground Lease in violation of existing law, the City agrees to cooperate with the Developer to have unlawful assessments or taxes removed or released. Although the Property has not been occupied for many years, if necessary the City will arrange for the release of any WPCA fees incurred prior to the Closing Date.

SECTION 2.7 **State of Title.** The Property will be leased subject to those exceptions to title set forth below (the "**Permitted Encumbrances**"):

(a) The Developer shall obtain a title commitment for a leasehold interest in the Property within thirty (30) days after the execution of this Agreement such that _____ (the "**Title Company**") will be willing to approve and insure at normal rates, title to the Developer's leasehold interest in the Property subject to the exceptions set forth in its title commitment, a copy of which has been or will be provided to the City and shall be included as **Schedule B** annexed hereto and to standard printed exceptions in such Title Company's form of policy. The parties shall mutually agree as to the Property description for leasing purposes and to the Permitted Encumbrances to be set forth on **Schedule B** annexed hereto.

(b) If at the Closing Date there exist any other liens or encumbrances not contained on **Schedule B** that the City has incurred or permitted and is obligated to pay or discharge in order to convey to the Developer such leasehold interest as is herein provided to be conveyed, the City shall satisfy the same, provided:

(i) The City shall deliver to the Developer at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with monies sufficient for the cost of recording or filing said instruments; or

(ii) The City, having made arrangements with the Title Company selected by the Developer, shall deposit with said Title Company sufficient monies acceptable to said Title Company to insure the obtaining and the recording of satisfactions of such liens and encumbrances. The existence of any such liens or encumbrances shall not be deemed objections to title if the City shall comply with the foregoing requirements and the Title Company shall make no exception from coverage therefor.

(c) In the event that on the Closing Date the title to the Property shall be subject to mortgages, liens, encumbrances or objections other than Permitted Encumbrances, or if the Developer shall have any other grounds for refusing to lease the Property under this Agreement, if the Developer is unwilling to waive the same and to lease the Property without abatement or reduction of the Ground Rent or allowance of any kind, the City shall have

the right, in the City's sole discretion, either (i) to take such action in good faith and with due diligence as necessary to remove, remedy or comply with such mortgages, liens, encumbrances, objections or other grounds or to commence a quiet title action in the Superior Court of the State of Connecticut, whereupon the City shall indemnify, hold harmless and defend the Developer from and against any and all direct loss, cost, damage and expense, including court costs and reasonable attorneys' fees incurred in connection with such encumbrance and the City's delay or failure to remove the same or (ii) cancel this Agreement, in which case the Agreement shall be null and void and have no further force and effect and the parties shall have no further obligation to one another except for those matters that specifically survive termination of the Agreement.

(d) Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association, as amended from time to time, recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(e) A notice of the Ground Lease in form acceptable to and executed by both of the Parties may be recorded in the Bridgeport Land Records and when recorded shall constitute a Permitted Encumbrance upon the Property but not otherwise.

Section 2.8 Environmental Representations.

(a) **Environmental Reports on the Property.** The City has disclosed the environmental reports concerning the Property identified on **Schedule D** and shall provide such additional reports that the City may conduct to the Developer after the execution of this Agreement. The City will make available any additional environmental materials in its possession to the Developer promptly after receiving the same.

(b) **Obligations of the Developer.** It is the Developer's obligation to determine the environmental condition of the Property to its satisfaction during the Inspection Period (defined below). The Developer agrees to cooperate by promptly providing to the City, without warranty or representation as to the accuracy, correctness or completeness thereof, copies of all environmental reports, correspondence, tests and analyses that result from the Developer's efforts or which have been received from any third party, consultant, engineer, or governmental agency or authority having jurisdiction or that have been obtained by the Developer, and documents otherwise available to it or contained in its files concerning the Property.

(c) **Connecticut Transfer Act.** The City makes no representations as to whether the Property constitutes an "establishment", as that term is defined in the Connecticut Transfer Act (Connecticut General Statutes §§ 22a-134, *et seq.*) (the "**Transfer Act**") and compliance with the Transfer Act is not applicable to this transaction.

SECTION 2.9 **Inspection Contingency.** The Developer's obligation under this Agreement is conditioned upon its ability to conduct inspections and to test the Property during the inspection period, which commences on the date of execution hereof and expires **ninety (90) days** thereafter (the "**Inspection Period**") to ensure that the Property is in acceptable physical and environmental condition for construction of the Project and for the Permitted Use of the Developer (the "**Inspection Contingency**"). If, at the end of the Inspection Period, the results are unacceptable to Developer, in its sole and absolute discretion, the Developer shall before the expiration of **fifteen (15) calendar days** after the end of the Inspection Period give written notice to the City of its election to cancel this Agreement, and, if such termination notice is not delivered, the Agreement shall continue in full force and effect as if such Inspection Contingency was not a part of this Agreement, in which case the Parties shall proceed to a closing. Upon the termination of this Agreement, the Parties shall have no further obligation to each other except for those responsibilities specifically stated to survive early termination, which shall survive and be binding upon the Parties.

SECTION 2.10. **Zoning and Land Use Contingency.** The Developer has the right to determine to its sole satisfaction what permits and approvals will be required to permit the proposed development of the Project on the Property at its sole cost and expense and shall obtain the same within one hundred eighty (180) days after the City has completed the City Remediation Activities and the City Utility Activities (the "**Land Use Contingency**"). The City makes no representations concerning special permit uses, or any other uses, permits or approvals required for the development of the Project, including permits or waivers for any increase in floor area ratio, required parking and the like. If the Developer does not receive all permits and approvals at the expiration of the Land Use Contingency, the Agreement shall be terminated and the parties shall have no further obligation to one another except for those items that are specifically stated to survive the expiration or earlier termination of this Agreement.

SECTION 2.11 **Pre-Closing Indemnification and Insurance Requirements.**

(a) **Indemnification.** The Developer agrees to defend, indemnify and hold harmless the City from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including without limitation direct damage to the City's property or the property of others, and costs

of every kind and description arising from the Developer's negligence or misconduct in connection with the inspection work or activities conducted under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Developer shall not be responsible or obligated for claims arising due to the sole proximate cause of the City.

(b) **Insurance requirements:** The Developer is required to obtain the following insurance coverage and shall procure, present to the City, and maintain in effect through and including the Closing Date or the earlier termination of this Agreement without interruption and during the term of the Ground Lease the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15 or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement and under the Ground Lease, as applicable. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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 \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or to permanent buildings, structures or improvements (including boiler and machinery equipment), including materials and equipment in transit and thereafter stored on-site or off-site. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance

requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. Developer, its contractors and subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the Property but which are not intended to become part of the temporary construction requirements or part of the permanent structures, buildings or improvements.

Builder's Risk insurance covering materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause including perils such as fire, wind, theft and vandalism.

General requirements. All policies shall include the following provisions:

Cancellation notice—The Developer shall arrange with its insurance carriers to provide the City with not less than 30 days' prior written notice of cancellation or non-renewal **BY POLICY ENDORSEMENT** to be given to the City at: Office of Planning and Economic Development, City of Bridgeport, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverage required and delivered to the City prior to any entry onto the Property or the commencement of work or other activity under this Agreement.

Additional insured—The Developer shall arrange with its insurance agents or brokers to name the City as an additional insured party on all policies of primary and excess insurance coverages **BY POLICY ENDORSEMENT**. The Developer shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement and during the term of the Ground Lease, as applicable, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate the City in the following form and manner:

The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Office of Planning and Economic Development

999 Broad Street
Bridgeport, Connecticut 06604

SECTION 2.12 Project Phasing; Timetable. Due to the rights and obligations of the Parties in connection with the evaluation of the Project, the completion of various preconditions, the requirement that the Parties cooperate and coordinate their respective activities related to the Project, and the desire to ensure that each Party adheres to and/or acknowledges the dates and durations contained in the Schedule, the Developer shall prepare a preliminary Schedule within sixty (60) days after the execution of this Agreement in which the Developer shall organize the following activities in a manner that satisfies the respective needs of the Parties and provides for the efficient and effective development of the Project within a period from the date of the execution of this Agreement until issuance of a certificate of occupancy that does not exceed three (3) years, as follows:

- Title Commitment
- Engagement of Design Firm
- Engagement of Builder
- Inspection Contingency
- Funding Contingency
- Pledge Contingency
- Preparation of Preliminary Design
- Preparation of Design Development Documents
- Preparation of Issued-For-Construction Documents
- Land Use Approval Contingency
- City approval from CT DEEP of a Remedial Action Plan
- City Remediation Activities
- City Bids and Awards Utility Contract
- City Utility Activities
- Issuance of Building Permit
- Construction of the Improvements
- Certificate of Occupancy
- Ground Lease Closing
- Other Items

SECTION 2.13 Closing of the Ground Lease

Upon the Developer's receipt of a certificate of occupancy and a certificate of zoning compliance for the hydroponic farm portion of the Project at a minimum in conformance with the requirements of this Agreement, the Parties shall promptly execute the Ground Lease in substantially the form attached hereto and shall deliver such other documents as required herein and do such other things that the Parties mutually require in connection with the Project (the "**Closing Date**"), as follows:

(a) **Developer's Closing Documents and Requirements.** The Developer shall deliver the following items at or before the Closing:

- (i) Evidence of Project Financing
- (ii) Copies of all land use permits and approvals
- (iii) Certificate of Occupancy
- (iv) Certificate of Zoning Compliance
- (v) Corporate resolution
- (vi) Legal opinion
- (vii) Executed Ground Lease
- (viii) Executed Notice of Ground Lease
- (ix) Prepaid Rent
- (x) Evidence of Insurance Protecting City as Owner
- (xi) Environmental Release

(b) **City's Closing Documents and Requirements.** The City shall deliver the following items at or before the Closing:

- (i) Environmental Land Use Restriction and Survey
- (ii) Executed Ground Lease
- (iii) Executed Notice of Ground Lease

SECTION 2.14 Additional Contingencies

(a) **Funding Contingency.** This Agreement is contingent upon the Developer or the City receiving (i) \$49,999.00 in the form of a *Connecticut Department of Agriculture Farm Viability Grant*, (ii) \$1,000,000 in the form of funding from the federal *Transportation and Housing and Urban Development – Economic Development Initiative*, which is administered by the *US Department of Housing & Urban Development*, and \$2,000,000 in the form of an *Connecticut Urban Act Grant*, which is administered by the *State of Connecticut DECD*. As to any such funding sources being administered or managed by the City, the City shall provide to the Developer proof of the availability of said funds and one or more disbursement schedules acceptable to the Developer. Such funds shall be paid to the Developer promptly in accordance with the requirements of each funding source, which requirements shall be set forth and described on **Exhibit E** attached hereto and made a part hereof as soon as the City determines such requirements.

(b) **Land Use Approvals Contingency.** This Agreement is contingent upon the Developer's receipt of all non-appealable state and municipal approvals necessary to construct, occupy and operate the Project (the "**Governmental Approvals**"). The Developer shall have a period of **one (1) year** from the execution of this Agreement to obtain the Governmental Approvals (the "**Governmental Approvals Deadline**"). In the event any of the Governmental

Approvals are appealed, then the Developer shall have the right to extend the Governmental Approvals Deadline until the resolution of such appeal. In the event that the Developer does not obtain the Governmental Approvals in the required time frames as provided herein, the Developer may terminate this Agreement, whereupon the Parties shall have no further obligation to each other except for those responsibilities specifically stated to survive early termination, which shall survive and be binding upon the Parties. The City shall cooperate with the Developer with the execution of any and all documents in the application for such Governmental Approvals.

ARTICLE III

RESTRICTIONS AND EASEMENTS

SECTION 3.1. Use of the Property. The Developer acknowledges that its use of the Property is subject to the terms and conditions of any and all agreements related to the leasing of the Property, use of the Project, this Agreement and all documents and agreements referred to and/or incorporated by reference, and the terms and conditions of any and all federal, state and municipal permits and approvals or funding obtained or required in connection with the Project.

SECTION 3.2. Restrictions on Use of the Property. Developer covenants and agrees for itself, its successors and assigns, and all successors in interest to the Property or any part thereof, that the lease conveying a ground leasehold interest the Property shall contain the following language specifically related to the use of the Property:

(a) **Permitted Use.** The Property shall primarily be used as a hydroponic container farm, greenhouse, wellness center and learning campus for the benefit of the Bridgeport community, including all necessary and desirable accessory uses reasonably related to such use, including but not limited to off-street parking, and shall not be used or devoted in whole or in part to any other purpose without the express prior written Approval of the City, and shall not be used in a manner inconsistent with or in violation of any of the limitations or requirements of this Agreement and the Ground Lease (the "**Permitted Use**"); nothing contained herein shall prohibit residents from outside the City from taking advantage of the products from the hydroponic farm, the wellness center programs and the learning center programs.

(b) **Restrictions on Transfer or Assignment.** The Property shall be leased by the Developer for purposes of the Permitted Use and not for any

other purpose or to any other entity without prior notice to the City and receipt of the City's Approval. The Developer shall have the right to sublease one or more portions of the Property to an Affiliate or to any other subtenant or assignee who shall operate such portion of the Property consistent with the Permitted Use. The City is willing to Approve subleases promptly upon receipt of fully-executed copies of such subleases containing terms and conditions consistent with this Agreement, including an obligation upon each such subtenants to adhere to the terms and conditions of the Ground Lease and provide the insurance and indemnification requirements to which the Developer is subject to hereunder. The City agrees to execute Non-Disturbance and Recognition Agreements with the Developer and any Approved subtenant whereby in the event the Developer and/or City shall terminate the Lease, the lease of the subtenant shall remain in full force and effect.

(c) Prohibition Against Discrimination. The Developer Parties and their respective successors and assigns shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, intellectual disability or physical disability, in the use of the Property, the Project, or any Improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination. The Developer shall not sublease or otherwise convey any interest in, or permit use of occupancy of the Property without notice to the City and receipt of its prior written Approval.

SECTION 3.3. Developer to Cooperate with the City

The Developer agrees to cooperate fully with the City with regard to all matters referred to in this Agreement, whether such matters occur before or after the Developer acquires a leasehold interest in the Property.

SECTION 3.4. Covenants Binding Upon Successors in Interest; Duration; Enforcement.

(a) The Developer acknowledges that this Agreement and the agreements and covenants set forth in the Ground Lease shall be covenants running with the land, and that such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding upon the Developer, its successors and assigns, to the fullest extent provided by law and in equity for the benefit of and enforceable by the City, its successors and assigns, against the Developer and its successors and assigns.

(b) The Developer agrees that the City, its successors and assigns, are beneficiaries of the agreements and covenants contained in this Agreement, for themselves and on behalf of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been given.

ARTICLE IV

ACCESS TO PROPERTY

SECTION 4.1 Sign. The Developer shall permit the City to place and maintain an appropriate sign or signs on the Property upon the execution of this Agreement and until the completion of the Improvements indicating the City's interest, support and involvement in the Project.

SECTION 4.2 Access. Prior to the transfer of a leasehold interest in the Property, the City shall provide reasonable access for ingress and egress by persons pursuant to the access described herein that will require indemnification and insurance coverage. After the Closing, the Developer shall permit the City reasonable access upon receipt of prior notice to the Developer so that representatives of the City may inspect the Property and make inquiry of the Developer concerning the Developer's development of the Property under the Final Plans and Specifications, its compliance with this Agreement, and its proposed operation of the Project.

ARTICLE V

CONSTRUCTION OF THE IMPROVEMENTS

SECTION 5.1 Construction of Improvements

In partial consideration for the ground leasing of the Property, the Developer undertakes and agrees to construct on the Property the Improvements described in the Final Plan. The improvements described in the Final Plan must be completed according to the Schedule and failure to meet the mandatory milestones identified shall entitle the City to the invocation of the rights and remedies described in this Agreement.

SECTION 5.2 Commencement and Continuation of Operations

In further consideration for leasing of the Property, the Developer undertakes and agrees to operate the Project for the duration of the Term of the Ground Lease. In the event of any default by the Developer with respect to its

failure to continue operations (unless excused by force majeure, improper repairs, etc.) or to meet its other obligations hereunder, then, the City shall be entitled to pursue any and all remedies that may be available to it arising out of such default, whether hereunder or at law or in equity.

SECTION 5.3 Time for Commencement and Completion

(a) The Developer shall commence the construction of the improvements pursuant to a building permit in accordance with the Schedule, unless this Agreement has been earlier terminated by either Party pursuant to the terms hereof, within **six (6) months** after the receipt of all of the required Governmental Approvals and the expiration of any appeal periods to commence the Project. Such Improvements shall be substantially completed and the Developer shall be required to commence the operation of the hydroponic farm portion of the Project within **eighteen (18) months** from the date of issuance of the first building permit (the "**Construction Period**").

(b) The Developer shall diligently and continuously pursue construction of the improvements as required by the terms of this Agreement until substantial completion is achieved pursuant to the terms hereof. The Developer's obligation to complete the Improvements by the expiration of the Construction Period shall be deemed satisfied if Developer receives beneficial use of the Property for the operation of the Project pursuant to a temporary certificate of occupancy, so long as the completion of the necessary items to obtain a permanent certificate of occupancy (a) are normal and customary for projects similar to the improvements in size and type; (b) are capable of being satisfied or completed by the Developer within a reasonable time period; and (c) will not cause any material interference with the use and operation of the Project.

SECTION 5.4 Construction Schedules, Progress Reports, Meeting Minutes, Etc.

The Developer shall make available in the City of Bridgeport for inspection and copying by the City during normal business hours all documents, schedules, weekly and monthly construction meeting minutes, progress reports and contract compliance reports prepared in accordance with this Agreement.

SECTION 5.5 Use of MBEs, WBEs, DBEs and Efforts to Employ Bridgeport Residents and Ex-Felons.

(a) The Developer shall use all reasonable efforts, including newspaper and other advertising, contacting local minority agencies and the like, to contract for and employ the services of qualified minority business enterprises ("MBEs"), women's business enterprises ("WBEs") and disadvantaged business enterprises ("DBEs") where appropriate in performing the construction of the Improvements of the

Project in compliance with Chapter 3.12 of the Bridgeport Municipal Code of Ordinances.

(b) The Developer agrees to use all reasonable efforts to comply with Chapter 3.29 of the Bridgeport Municipal Code of Ordinances such that it will give first hiring preference to qualified workers to the fullest extent possible who are bona fide residents of the City of Bridgeport and further agrees to make all good faith efforts to achieve a minimum goal of twenty percent (20%) hiring from residents of the City of Bridgeport and five percent (5%) hiring from ex-felons. The Developer agrees to meet with appropriate City officials, including representatives of the Agency and the City's Small & Minority Business Enterprise Office, on a regular basis to discuss its efforts to meet these hiring goals.

(c) The Developer's Minority Business and Resident Hiring Plan is or shall be attached hereto after the Inspection Period and made a part hereof as **Exhibit D**.

SECTION 5.6 Tax Credits and Incentives

If the Developer intends to apply for aid from the State of Connecticut or the United States Government, the City agrees to assist the Developer in qualifying for such aid or requesting an extension of the duration or expansion of such aid.

ARTICLE VI

SUBMISSION OF PLANS; REVIEW AND APPROVAL BY THE CITY

SECTION 6.1 Time for Submission of Plans

(a) The Developer shall submit its Plan to the Agency for its review and Approval for the Project on or before **one hundred twenty (120) days** from the date of execution of this Agreement and the City shall Approve or object to such Plan within thirty (30) days after receipt of a complete set thereof.

(b) Within **one hundred twenty (120) days** after the Developer has received all Governmental Approvals for the Project except for building permits, the Developer shall submit to the City for its review and Approval the design development and Final Plans and Specifications for the Project.

SECTION 6.2 Review of Plans

(a) If the Agency does not Approve the Plan or the Final Plans and Specifications for the Improvements, as the case may be, the Developer shall,

within thirty (30) days after being notified of such disapproval and the reasons therefor, resubmit the Plan or the Final Plans and Specifications to the City, as the case may be, for review. The Agency shall have an additional fourteen (14) days after the receipt thereof to review the same and inform the Developer in writing if the Agency's Approval has been granted, provided, however, that the failure of the Agency to give its Approval within the time required shall not be deemed to be an Approval by default or a waiver of the right to Approve or object. The described submission, review and plan revision process, and the time limits for each step thereof, shall continue until the Developer receives Approval.

(b) No Approval required to be given by the City to any of the Plan or Final Plans and Specifications, or amendments thereof, shall be unreasonably refused, withheld or delayed by the City in the exercise of its commercial business judgment reasonably exercised. The purpose of the review and Approval required pursuant to this Agreement is to ensure substantial compliance with the provisions of the Plan and this Agreement and to ensure that the Plan and the Final Plans and Specifications meet the reasonable needs and goals of the City for the re-use of the Property and the creation of employment opportunities in the City.

(c) Notwithstanding anything contained in this Article to the contrary, the review and Approval of the Plan and the Final Plans and Specifications shall be separate and apart from any reviews and approvals of the use of the Property and the construction of the improvements required from federal, state and municipal agencies, boards, commissions and authorities having jurisdiction over the Property and the improvements.

ARTICLE VII

COMPLETION OF IMPROVEMENTS

SECTION 7.1 Cost of Project Improvements The Developer shall undertake and complete the construction of the Project improvements on the Property as set forth in the Final Plans and Specifications Approved by the City at its sole cost and expense, including funding from the public and private sources described herein, in a good and workmanlike manner within the times established for the completion of construction in accordance with the Schedule and the opening of the Project as set forth in this Agreement.

SECTION 7.2 Verification of Completion Within ten (10) days after the Improvements have been substantially completed, the Developer shall notify the City that the Project improvements have been completed in accordance with this Agreement and are ready for final inspection by the City. Evidence of the

satisfactory completion of the improvements shall be evidenced by the issuance, at a minimum, of a temporary certificate of occupancy for the beneficial use of the hydroponic farm improvements in accordance with the Final Plans and Specifications.

SECTION 7.3 Permits All federal, state and municipal land use permits and other approvals required by law or pursuant to the terms of this Agreement with regard to construction of the Project and the use and occupancy of the Property for the operation of the Project shall be obtained at the sole cost and expense of the Developer.

ARTICLE IX

REPRESENTATION OF THE DEVELOPER AS TO REDEVELOPMENT, TRANSFER OR OTHER CHANGES IN ITS INTEREST

SECTION 9.1 Representations as to Re-Development The Developer represents and agrees that the Ground Lease of the Property, and the other undertakings and agreements made under this Agreement, are solely for the purpose of the development and use of the Project on the Property in accordance with the terms of the Plan and will be used for such purposes specific to the Permitted Use and not for any other purposes.

SECTION 9.2 No Right to Encumber the Property or to Transfer the Developer's Interest Contrary to this Agreement

(a) The Developer shall have the right to enter into one or more bona fide financing transactions from public sources or from private sources of funds in connection with the construction of the Project and related facilities, and the acquisition of furniture, fixtures and equipment related to its business or to create or allow mortgages, liens or other security interests in the Developer's ground leasehold interest.

(b) The Developer shall have the right, upon prior written notice to the City and receipt of its written Approval, to convey, assign or otherwise transfer all or any portion of its rights or obligations under this Agreement, or all or any portion of its interest in the Property to an Affiliate of Developer, provided, however, that the Developer gives notice to the City and delivers to the City a written assignment and assumption agreement guaranteeing the performance by such Affiliate of all of present and future obligations of the Developer under this Agreement in form and content acceptable to the City in the exercise of its commercial business judgment. Upon receipt of such assignment and assumption agreement, the Developer shall be released from its obligations under the Ground Lease.

SECTION 9.4 **General Indemnification of the City and the Developer**

(a) The Developer hereby indemnifies, will hold harmless and defend the City from and against any and all claims, demands, actions, liability, loss, damage or expense, including without limitation all reasonable attorneys' and experts' fees arising out of the failure or neglect of the Developer to perform and comply with any of the covenants, representations, agreements and obligations arising under this Agreement, any material inaccuracy of the representations, warranties, covenants or agreements made to the City or any other governmental agency, commission, board, authority or other entity pursuant to or in connection with the terms of this Agreement or any Financing Transaction.

(b) The City hereby indemnifies, will hold harmless and defend the Developer from and against any and all claims, demands, actions, liability, loss, damage or expense, including without limitation all reasonable attorneys' and experts' fees arising out of the failure or neglect of the City to perform and comply with any of the covenants, representations, agreements and obligations arising under this Agreement, any material inaccuracy of the representations, warranties, covenants or agreements made to the Developer or any other governmental agency, commission, board, authority or other entity pursuant to or in connection with the terms of this Agreement or any Financing Transaction.

(c) Within thirty (30) days after the occurrence of an event giving rise to a claim for indemnification becomes known to a Party (the "**Indemnified Party**"), the Indemnified Party shall promptly notify the other Party (the "**Indemnifying Party**"). Such notice shall contain a brief written description of the facts relating to such claim for indemnification and shall identify or include copies of all relevant documents, pleadings or other relevant evidence relating to the claim for indemnification. The Indemnified Party shall have the right, upon giving written notice to the Indemnifying Party on or before thirty (30) days after receipt of any such claim for indemnification to assume the defense of the matter giving rise to the claim for indemnification at the sole cost and expense of the Indemnifying Party. If the Indemnifying Party does not give notice to the Indemnified Party that it intends to assume the defense of such claim within the time above specified, the Indemnifying Party shall be deemed to have elected not to assume the defense of such matter but shall nevertheless remain liable for the Indemnified Party's costs and expenses of such defense and shall pay or reimburse the Indemnified Party within thirty (30) days of demand such costs and expenses as they are incurred. The Indemnified Party agrees to cooperate promptly, in good faith and with due diligence with the Indemnifying Party's requests. The Indemnifying Party shall have no right to compromise or settle such matter unless and until it has received the prior written Approval of the Indemnified Party, which Approval shall not be unreasonably withheld or delayed in the exercise of the Indemnified Party's commercial business judgment reasonably exercised, and unless and until it has paid to the Indemnified Party all sums that

may be due and owing to either or both of them with respect to the costs and expenses incurred in defending such claim. If the Indemnified Party gives its Approval to the compromise or settlement of such claim, all Parties shall be bound by the judgment of any court or arbitrator based upon such compromise or settlement. If, on the other hand, the Indemnifying Party has elected not to assume or fails to assume the defense of such matter, the Indemnified Party alone shall have the right, as it deems appropriate or necessary in its sole and absolute discretion, to defend against any such claim and to compromise or settle the same without the prior consent of the Indemnifying Party, in which case the Indemnifying Party shall continue to be liable to the Indemnified Party for indemnification of all liabilities, costs and expenses incurred by the Indemnified Party with respect to such claim.

This indemnification provision shall survive the closing of the Ground Lease for the Property or the earlier termination of this Agreement.

9.5 Environmental Indemnification.

(a) The Developer hereby agrees, jointly and severally, if more than one, to indemnify, defend and hold harmless the City from and against any liabilities made or arising directly or indirectly or in connection with (i) the neglect, omission or action of the Developer, its Contractors, representatives, agents, invitees, or employees (each a "**Developer Party**") that results in Environmental Conditions that originate at the Property after the Closing Date; (ii) the failure by the Developer to construct the Project improvements such that the City cannot conduct the Remediation as proposed in any remedial action plan; (iii) any alleged or actual violation of Environmental Law by a Developer Party after the Closing Date; (iv) a breach or violation by a Developer Party of this Agreement; and (v) activities undertaken by the Developer Parties pursuant to this Agreement.

(b) The City hereby agrees to indemnify, defend and hold harmless the Developer from and against any liabilities made or arising directly or indirectly or in connection with (i) the neglect, omission or action of the City, its Contractors, representatives, agents, invitees, or employees (each a "**City Party**") that results in Environmental Conditions that originated at the Property prior to the execution date of this Agreement; (ii) any alleged or actual violation of an Environmental Law by a City Party prior to the Closing Date; (iii) a breach or violation by a City Party of this Agreement; and (iv) activities undertaken by the City Parties pursuant to this Agreement.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Developer in connection with this Agreement. This indemnification shall survive the expiration of the Agreement or the earlier termination thereof and shall be a continuing obligation of the Developer and the City, respectively, and their

respective successors and assigns and shall inure to the benefit of the City and Developer, respectively, and their respective successors and assigns.

ARTICLE X

MAINTENANCE OF IMPROVEMENTS

SECTION 10.1 Maintenance of Improvements

For the term of the Ground Lease, unless said period shall be amended by mutual agreement of the Parties hereto, the Developer shall maintain the Project improvements in good condition, making any and all necessary capital and ordinary maintenance, repairs and replacements thereto at its sole cost and expense. In the event any or all of the improvements shall be partially or totally destroyed, Developer shall repair or reconstruct same to the same condition in which such improvements existed prior to such destruction, reasonable wear and tear and deterioration by the elements excepted, or at its option, shall construct replacement improvements of equivalent or greater value within the City of Bridgeport, all at its sole cost and expense within a reasonable time following said destruction not to exceed twenty-four (24) months from the date of such destruction.

ARTICLE XI

EVENTS OF DEFAULT; REMEDIES

SECTION 11.1 Default by City. In the event that the City defaults in any of its material obligations under this Agreement, or in the event that any representation or warranty made by the City herein is inaccurate in any material respect to the actual damage of the Developer and such default shall not have been cured within thirty (30) days after written notice thereof is given to the City, and provided that the Developer is in compliance and is not then in default with respect to any of its material obligations arising under this Agreement, then the Developer may pursue legal remedies available to it at law or in equity against the City as it deems appropriate. If the City shall be unable or incapable of curing a default within such 30-day period, it shall be permitted reasonable additional time to cure such default so long as it acts in good faith and diligently to pursue and cure such default.

SECTION 11.2 Defaults by Developer

(a) The following events shall each constitute an event of default if they continue beyond any applicable grace or cure period provided herein (each an "Event of Default"):

(i) If the Developer shall breach any material term of this Agreement, or violate any other term or condition of this Agreement in a consistent or repetitive manner;

(ii) If the Developer shall file for bankruptcy or become bankrupt or insolvent, or shall file any debtor protection proceedings in any court pursuant to any statute of the United States, or shall file or have filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the assets of the Developer, or if the Developer makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts, and if any of the aforesaid are not vacated, dismissed or cancelled within sixty (60) days of the date any such event occurs.

(iii) If the Developer abandons the Property or the improvements or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of its material obligations hereunder.

(iv) If the Developer defaults in the performance of any of its material obligations under this Agreement, or in the event that any representation or warranty made by the Developer in this Agreement is or becomes untrue, inaccurate or misleading in any material respect, and such default or failure shall not be cured within ninety (90) days after written notice from the City, then the City shall have the right to institute such proceedings as it may deem appropriate to protect its interests and to recover damages therefor except the right to pursue compensatory, punitive or other exemplary damages.

(v) If the Developer fails to execute the Ground Lease and adhere to the other closing requirements on the Closing Date.

SECTION 11.3 Force Majeure

The Parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe weather conditions, natural disasters, catastrophic events, epidemics, pandemics, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of

such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance.

ARTICLE XII

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 12.1 Representations, Warranties and Covenants of the City.

The City represents and warrants that:

(a) Prior to completion of the Improvements, so long as the Developer has not committed an Event of Default that continues beyond any applicable grace or cure period provided herein, the City will not change, modify, amend or terminate its obligations hereunder in such a manner as to materially and adversely affect the construction of the Improvements or the intended use of the Property by the Developer.

(b) The Mayor or his designee have each been-duly authorized and have full right, power, authority and legal capacity to enter into and obligate the City to this Agreement, that the execution and delivery of this Agreement have been duly-authorized by action of the City's legislative body, and that no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement.

SECTION 12.2 Representations, Warranties and Covenants of the Developer. The Developer represents and warrants to the City that:

(a) The Developer has full right, power, authority and legal capacity to enter into this Agreement, the execution and delivery of this Agreement have been duly-authorized by its Board of Directors or governing authority, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement.

(b) The entry into and performance of this Agreement will not result in or constitute any breach or violation of its charter or bylaws, or constitute a breach

or violation of any financing transaction, mortgage, indenture, contract or other agreement or instrument to which the Developer is a party.

(c) No agreement or provision of applicable law requires the vote of any other persons to authorize or approve the performance by the Developer contemplated by this Agreement.

(d) Except as provided herein, the Developer shall not sublease or otherwise dispose of the Property or its interest in this Agreement, or a portion thereof, prior to the Closing without the City's prior written Approval or, subsequent to the Closing, without the City's prior written Approval prior to the expiration of the term of the Ground Lease.

(e) The Developer shall not discriminate or permit discrimination in the performance of this Agreement against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, in the sale, lease or rental, or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted on the basis of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability; including, but not limited to, blindness. The Developer shall comply with all state and local law, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including, but not limited to blindness.

(f) The Developer shall make every reasonable and lawful effort to assist the City to implement and execute the Plan in accordance with Chapter 132 of the Connecticut General Statutes; and

(g) The Developer has not contracted with, nor has any obligation to, any broker, finder or other person entitled to a fee, and no such person has been involved in this transaction in any way. The Developer hereby indemnifies, will hold harmless and defend the City from and against any claim for a brokerage commission or other finder's fee by a party claiming to have dealt with the Developer in connection with the Property or the construction of Improvements thereon. This provision shall survive the transfer of the Property or the earlier termination of this Agreement.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 13.1 Entire Agreement This Agreement shall supersede all prior verbal statements, agreements and understandings between the Parties hereto with respect to the transactions contemplated by this Agreement that are not contained herein.

SECTION 13.2 Corporate Authority The Developer hereby certifies that (i) it is a duly-formed or duly-organized and validly existing corporation organized under the laws of the State of Connecticut; (ii) its signatory is a duly-authorized officer or official of the Developer and has full right, power, authority and legal capacity to enter into and obligate the Developer to this Agreement; (iii) the execution and delivery of this Agreement and the performance thereof has been duly-authorized by the governing body of the Developer; (iv) the execution of the Agreement by the Developer will not violate any other contract, arrangement or other obligation; and (v) no further consents or approvals of any person or entity are necessary in connection with the foregoing.

SECTION 13.3 Notices All notices, demands or other communications required or desired pursuant to this Agreement by any Party hereto shall be made in writing and shall be deemed sufficiently given or delivered only when mailed by certified mail, return receipt requested, postage prepaid, by overnight delivery service, or delivered personally to:

(a) With respect to Developer:
Mr. Keith Williams
Chairman
East End NRZ Market & Café Inc.
1851 Stratford Avenue
Bridgeport, CT 06607

with a copy to:

Edward Lavernoich
President, BEDCO
10 Middle Street
Bridgeport, CT 06604

(b) With respect to the City:

Director, Office of Planning & Economic Development
City of Bridgeport

Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

With a copy to:

City Attorney
Office of the City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

Each of the parties hereto shall promptly notify each other in the manner set forth above of any change in their respective addresses or any other address or other person to whom future notices should be sent.

SECTION 13.4 Severability If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement, to the extent not inconsistent with any such holding, shall not be affected thereby if such remaining terms would then continue to conform with the requirements of applicable laws and the provisions of the Plan, the Municipal Development Plan and this Agreement.

SECTION 13.5 Counterparts This Agreement may be executed in one or more counterparts, with facsimile and ".pdf" signatures to be binding, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.

SECTION 13.6 Waiver Any right or remedy which either the City, the Agency, the Developer, or their respective successors or assigns may have under this Agreement may be waived in writing by such Party without the execution of a new or supplementary agreement, but any such waiver shall not affect the future exercise of the rights of such Party hereunder (to the extent not previously waived in writing) or any other rights of the Parties not specifically waived. No waiver of any right or remedy by any Party at any one time shall be deemed to be a waiver of any such right or remedy in the future.

SECTION 13.7 Amendments: Modifications This Agreement may be amended or modified only by a written document, duly-executed by the Parties hereto, evidencing their mutual agreement any such amendment or modification.

SECTION 13.8 Section Headings The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

SECTION 13.9 Governing Law The respective rights, obligations and remedies of the Parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Connecticut which pertain to agreements made and to be performed in the State of Connecticut.

SECTION 13.10 Binding Effect This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

SECTION 13.11 Gender; Number Whenever used in this Agreement and the context so requires, the singular number shall include the plural and vice-versa, and the use of the masculine, feminine, or neuter gender shall include any gender required.

SECTION 13.12 Limitations on Personal or Financial Interest

(a) No elected representative, official or employee of the City shall participate in any decision relating to this Agreement if such a person has a personal or financial interest, direct or indirect; in the Developer or the Project.

(b) After the date of the execution of this Agreement and for a period of two (2) years, the Developer will not knowingly, without a prior finding by the City that such action is consistent with the public interest, employ any employee of the City who has participated in the Plan or the Project.

SECTION 13.13 Offer and Acceptance It is expressly understood and agreed that this Agreement shall not constitute an offer or create any rights in favor of the Developer and shall in no way obligate or be binding upon the City nor shall it have any force or effect unless the same has been Approved by the City Council or other duly-authorized person and until the City delivers a fully-executed original thereof to the Developer.

SECTION 13.14 Further Assurances Each Party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such other Party as the other Party may reasonably request to further effectuate or confirm the intent of this Agreement.

SECTION 13.15 Dispute Resolution Any dispute concerning this Agreement or the interpretation thereof set forth in written notice by one of the Parties hereto, except for any claimed default or termination of this Agreement by one of the Parties shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, Connecticut

SECTION 13.16 Legal Relationship of Parties The Parties hereto shall be deemed and construed to be independent of one another for all purposes and nothing contained in this Agreement shall be deemed or determined to create a

partnership or joint venture between them with respect to the Parties' respective activities in connection with this Agreement.

SECTION 13.17 Nondiscrimination The Developer agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The Parties to this Agreement, as part of the consideration therefor, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The Parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

SECTION 13.18 Waste or Nuisance The Developer shall not commit or permit waste to the Improvements on the Property nor shall it maintain, commit or permit the maintenance or commission of any nuisance, unsightly or unhealthy condition on or about the Property.

SECTION 13.19. Recording This Agreement shall not be recorded on the Land Records of the City of Bridgeport and any such recording shall be void.

SECTION 13.19 Duration This Agreement shall be in effect, unless otherwise terminated pursuant to the terms hereof, for a period of **three (3) years** from the date of the Developer's receipt of all Governmental Approvals and a certificate of occupancy.

SECTION 13.20 Attorneys' Fees. In the event of any litigation regarding the rights and obligations of the Parties under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, court costs and other litigation expenses.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties have executed this agreement on and as of the date first above written.

Signed, sealed and delivered
in the presence of:

CITY OF BRIDGEPORT

By: _____

Signed, sealed and delivered
in the presence of:

DEVELOPER

By: _____

Its _____
Duly authorized

Schedule A

Description of the Property

[TO BE PROVIDED UPON MUTUAL AGREEMENT OF THE PARTIES]

Permitted Encumbrances

[TO BE PROVIDED UPON MUTUAL AGREEMENT OF THE PARTIES]

Exhibit A

Ground Lease

Exhibit B

Developer's Preliminary Site Plan

Development Schedule

**Developer's Minority Business Plan
And Bridgeport Resident and Ex-Felon Hiring Plan**

Disbursement Requirements For State Funds

GROUND LEASE

by and between

CITY OF BRIDGEPORT

and

**EAST END NRZ MARKET & CAFÉ, INC.
or an Affiliate**

Relating to City-Owned Property Located at
329 Central Avenue, 118 Suggetts Lane, 124 Suggetts Lane, and 128 Trowel Street,
Bridgeport, CT

Dated as of _____, 2023

TABLE OF CONTENTS

Article

Page No.

<u>ARTICLE 1 DEFINED TERMS</u>	
<u>ARTICLE 2 GRANT OF LEASE</u>	
<u>ARTICLE 3 TERM</u>	
<u>ARTICLE 4 ANNUAL RENT</u>	
<u>ARTICLE 5 TYPE OF DEMISE</u>	
<u>ARTICLE 6 USE & MAINTENANCE OF PREMISES</u>	
<u>ARTICLE 7 QUIET ENJOYMENT</u>	
<u>ARTICLE 8 RELATIONSHIP OF THE PARTIES</u>	
<u>ARTICLE 9 DESIGN REVIEW BY LANDLORD OPED & SUBSEQUENT CONSTRUCTION OF IMPROVEMENTS</u>	
<u>ARTICLE 10 LEASEHOLD FINANCING</u>	
<u>ARTICLE 11 TENANT INSURANCE AND CASUALTY LOSS OR DAMAGE</u>	
<u>ARTICLE 12 CONDEMNATION</u>	
<u>ARTICLE 13 PAYMENT OF TAXES</u>	
<u>ARTICLE 14 DEFAULT BY TENANT</u>	
<u>ARTICLE 15 SURRENDER</u>	
<u>ARTICLE 16 HOLDOVER</u>	
<u>ARTICLE 17 INDEMNIFICATION AND INSURANCE</u>	
<u>ARTICLE 18 RIGHT OF ENTRY</u>	
<u>ARTICLE 19 SUBORDINATION, ATTORNMENT AND ESTOPPEL</u>	
<u>ARTICLE 20 NOTICES</u>	
<u>ARTICLE 21 WAIVER</u>	
<u>ARTICLE 22 PAYMENTS UNDER PROTEST</u>	
<u>ARTICLE 23 ENTIRE AGREEMENT; NO ORAL MODIFICATION</u>	
<u>ARTICLE 24 COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES</u>	
<u>ARTICLE 25 CONSTRUCTION OF LEASE</u>	
<u>ARTICLE 26 CAPTIONS AND TABLE OF CONTENTS</u>	
<u>ARTICLE 27 RESOLUTION OF DISPUTES</u>	
<u>ARTICLE 28 NO MERGER</u>	
<u>ARTICLE 29 COUNTERPARTS</u>	
<u>ARTICLE 30 NON-DISCRIMINATION</u>	
<u>ARTICLE 31 TRANSFER; ASSIGNMENT</u>	
<u>ARTICLE 32 FORCE MAJEURE</u>	

SCHEDULES

- Schedule A Description of Land
- Schedule B Encumbrances
- Schedule C Site Plan Showing Locations of Project Operations

EXHIBITS

- Exhibit 1 City Council Resolution
- Exhibit 2 Land Disposition Agreement (incorporated by reference)
- Exhibit 3 Environmental Land Use Restriction and Survey

GROUND LEASE

AGREEMENT made as of the ___ day of ___, 2023, by and between **CITY OF BRIDGEPORT**, a municipal corporation having an office at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**Landlord**"), and **EAST END NRZ MARKET & CAFÉ, INC.**, a non-profit nonstock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business at 1841 Stratford Avenue, Bridgeport, Connecticut 06607 or its Affiliate (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of properties commonly known as 329 Central Avenue, 128 Trowel Street, 118 Suggetts Lane and 124 Suggetts Lane in the City of Bridgeport (collectively, the "**Premises**"), together with all the buildings and improvements located thereon, if any, more particularly described in **Schedule A** attached hereto and made a part hereof;

WHEREAS, the Landlord is willing to lease the Premises for purposes of the Developer's construction of the Project (described below);

WHEREAS, the Landlord desires to lease the Premises to the Tenant and the Tenant desires to rent the Premises from the Landlord for the Project on the terms and conditions set forth herein;

WHEREAS, the Tenant shall use the Premises solely as a hydroponic container farm, a greenhouse, a wellness center, and a learning center and any ancillary uses related thereto as more particularly described herein (the "**Permitted Uses**");

WHEREAS, pursuant to a resolution of the Bridgeport City Council adopted on _____ a copy of which is attached as **Exhibit 1** and made a part hereof, the Director of the Office of Planning and Economic Development is authorized to enter into this Ground Lease for the Premises for the Project and take all other necessary actions in furtherance of such resolution; and

WHEREAS, the parties have entered into a land disposition agreement dated _____, 2023 (the "**Land Disposition Agreement**"), which Land Disposition Agreement is incorporated herein by reference as **Exhibit 2** and may be viewed at the Office of Planning and Economic Development, 999 Broad Street, Bridgeport, CT upon request.

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

ARTICLE 1

The above recitals are incorporated into the body of this agreement with full legal force and effect.

DEFINED TERMS

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

"Affiliate" shall mean an entity that is controlled by or under common control with the Tenant, or having a controlling interest in the Tenant entity and that is Approved by the Landlord.

"Approval" or **"Approve"** means the Landlord's right to receive notice and to grant, deny or condition its written approval of a Tenant request that is stated herein to require the Landlord's "Approval" of an action in the manner set forth in this Lease.

"Environmental Conditions" shall mean any existing or future condition that has resulted in, results in, or is reasonably likely to result in the Release or migration of **"Hazardous Materials"** as defined herein, alone or in conjunction with other substances, at, upon, under, onto, generated by, emanating or having emanated from, or emitting or having been emitted from, the Premises in violation of applicable **"Environmental Laws"** as defined herein.

"Environmental Laws" shall mean all statutory and common federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, orders, decrees or other requirements of and/or within the jurisdiction of any Governmental Authority (defined herein), now or at any point in effect and applicable to Landlord and/or Tenant and regulating, relating to, or imposing liability for the protection of the environment, or any Hazardous Materials, including without limitation the following: any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601-9657 ("CERCLA"), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA"), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.) ("TSCA"), the Clean Air Act, 42 U.S.C. §§ 7401 et seq. ("CAA"), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)

("FWPCA") and/or the Safe Drinking Water Act (42 U.S.C. §300f et seq.) ("SDWA"), Connecticut General Statutes 22a-114 et seq., 22a-134 et seq., and 22a-451 et seq., as the foregoing may have been amended to date, and all similar federal, state and local environmental laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, as any of the foregoing may have been from time to time amended, supplemented or replaced and any other federal, state or local laws, ordinances, rules, codes and regulations relating to the protection of health, safety or the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or Hazardous Materials or other contaminants.

"**Environmental Release**" shall mean the release document to be delivered by the Developer to the City at Closing releasing the City from Existing Environmental Conditions.

"**Environmental Reports**" shall mean reports concerning Environmental Conditions at the Property, including communications from governmental agencies asserting the existence of any Environmental Conditions on or affecting the Property as set forth in **Exhibit 3** attached hereto.

"**Existing Environmental Conditions**" shall mean those Environmental Conditions existing prior to or as of the execution of this Lease, whether known or unknown, and not caused by or the action or omission of the Tenant before the parties' entry into this Lease.

"**Future Environmental Conditions**" means those Environmental Conditions that are either created by the Tenant after its entry onto the Premises to construct the Project or that first come into existence after the execution of this Lease.

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

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

"**Project**" shall mean the improvements constructed on the Premises for the operation of the Permitted Uses as shown on an A-2 survey entitled _____, prepared by _____, dated _____, indicating the location of all portions of the Project and the improvements, which has been recorded in the Bridgeport Land Records in Map Book ____, at Page ____, which is incorporated by reference as if fully set forth herein as **Schedule C**.

"**Tenant**" means East End NRZ Market & Café Inc. or an Affiliate that is Approved by the Landlord, and any person or entity acquiring all right, title and

interest of the Tenant in and to the Premises, whether by affirmative act of Tenant or by operation of law.

ARTICLE 2

GRANT OF LEASE

Section 2.1. Grant of Lease. Landlord hereby leases and demises to Tenant and Tenant hereby rents and takes from Landlord the Premises on the terms and conditions set forth herein.

Section 2.2. "AS IS" Lease; Adverse Conditions; Environmental Indemnification.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LANDLORD MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER TO TENANT, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING THE ENVIRONMENTAL CONDITION AND/OR PHYSICAL CONDITION OF THE PREMISES FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS AGREEMENT, TENANT AGREES TO ACCEPT THE PREMISES IN ITS "AS IS, WHERE IS CONDITION, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED".

(b) Adverse Conditions. Tenant acknowledges other adverse conditions at the Premises, if any, listed below:

[NONE]

(c) Reports. The Tenant agrees that during the course of its occupancy of the Premises, it will promptly deliver to Landlord any written reports, materials, data or other information the Tenant may generate or obtain, particularly as it relates to independent subsurface investigations of the Premises whether the same are generated by the Tenant or a third party, and the Tenant agrees to have such reports, materials, data and other information certified to the Landlord by the consultants providing such reports.

(d) Environmental Indemnification. The Landlord has remediated all Existing Environmental Conditions at the Premises pursuant to the remedial action plan (the "**RAP**") approved by the State of Connecticut Department of Energy and the Environmental Protection including the preparation and recording of an Environmental Land Use Restriction in Book ___ at Page ___ of the Bridgeport Land Records (the "**ELUR**") as well as a related survey delineating the area of environmental restrictions entitled _____,

prepared by _____, dated _____ recorded in Book ____ at Page ____ of the Bridgeport Land Records attached hereto as **Exhibit 3**, provided, however, that the Landlord shall not be responsible to the extent that the Tenant has disturbed, mishandled, improperly disposed of, or committed violations of the Environmental Laws with regard to such ELUR.

- (i) The Parties' respective obligations to indemnify (the "**Indemnifying Party**") the other party (the "**Indemnified Party**") are as follows:
- a. The Landlord, for itself, its elected and appointed officials, department heads, contractors in any tier, consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless the Tenant, its officials, officers, members, owners, employees, contractors and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from the Existing Environmental Conditions and Landlord's activities on the Leased Premises prior to the execution of this Lease, provided, however, that the Landlord shall not be responsible or obligated for claims that arise from circumstances as to which the Tenant's action or omission is the proximate cause of the facts and circumstances giving rise to a claim for indemnification.
 - b. The Tenant, for itself, its officials, members, owners, employees, contractors in any tier, consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless the Landlord, its elected and appointed officials, department heads, employees, contractors and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from the Future Environmental Conditions and Tenant's activities on the Premises both before and after the execution of this Lease, provided, however, that the Tenant shall not be responsible or obligated for claims that arise from circumstances as to which the Landlord's action or omission is the sole proximate cause of the facts and circumstances giving rise to a claim for indemnification.
 - c. The Indemnifying Party hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Indemnified Party from and against and in respect of any loss, liability, cost, injury, expense or damage caused by the negligence or omission of the

Indemnifying Party, which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

(A) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

(B) the imposition of a lien against the Premises, including liability resulting from the Indemnifying Party's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(C) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(D) any failure of the Premises or the Indemnifying Party's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(E) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Indemnifying Party in connection with this Lease. This paragraph shall survive the expiration of the Lease or the earlier termination thereof, shall be a continuing obligation of the Indemnifying Party, and

shall be binding upon the Indemnifying Party, its successors and assigns, and shall inure to the benefit of the Indemnified Party, its successors and assigns.

Definitions

(i) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(ii) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(iii) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452©.

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the Premises described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

Section 2.3. Permitted Liens and Encumbrances on the Premises. The Premises defined herein is leased together with the appurtenances and all the estate and rights of Landlord in and to the Premises, subject, however, to such agreements, liens Approved by the Landlord on the Tenant's leasehold interest, encumbrances, taxes and governmental regulations and other matters (the "**Permitted Encumbrances**") set forth in **Schedule B** attached hereto and made a part hereof.

Section 2.4. Additional Rights and Privileges. To the extent not specifically enumerated herein, the Landlord further agrees to provide the Tenant with such further rights and privileges as are necessary in order that the Tenant may use the Premises for the purposes of the Project under this Lease in the exercise of the Landlord's commercial business judgment reasonably exercised.

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

Section 2.6. Construction of Project; Additional Construction. Landlord has a significant interest in the construction and improvements on the Premises and no construction of improvements in addition to the improvements constituting the Project may be constructed without the prior written Approval of the Landlord.

ARTICLE 3

TERM

Section 3.1. Term; Renewals. The initial term of this Lease shall be for a period of twenty (20) years (the "**Initial Term**") commencing on the execution date of this Lease (the "**Commencement Date**"). If the Tenant has met all of its material obligations under this Lease during the Initial Term and there are no existing and uncured defaults (as defined herein) at the time of the Tenant's request for an extension of the Initial Term, the Tenant may request up to two (2) extensions of the Initial Term for an additional fifteen (15) years each (each, an "**Additional Term**") no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the Initial Term or any Additional Term, as the case may be. Only one extension of the Initial Term shall be exercisable at a time. The Initial Term and any Additional Term duly-requested and Approved shall collectively be referred to herein as the "**Term**").

Section 3.2. Termination. Upon the occurrence of a Default (defined below) that continues beyond the expiration of any grace or cure period provided for herein, the leasehold estate granted herein shall terminate, this Lease shall end, and the parties shall

have no further obligations to one another except for those obligations that are specifically stated herein to survive.

ARTICLE 4

RENT

Section 4.1. Rent. The Tenant shall prepay rent upon the execution of this Lease at the rate of One (\$1.00) per annum for the Initial Term ("**Rent**").

ARTICLE 5

TYPE OF DEMISE

Section 5.1. Triple-Net Lease. This lease is made on a "triple-net" basis, meaning that the Tenant shall be responsible for the payment of Rent and for the payment of all utility costs, insurance, personal property taxes, as applicable, all costs of construction except as otherwise may be set forth in the LDA, maintenance, repair and replacement of improvements at the Premises, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises or the Project, which may arise or become due during the Term.

Section 5.2. No Setoff. Any and all Rent and other sums payable hereunder by Tenant to, or on behalf of, Landlord, shall be fully and timely paid without notice, demand, setoff, counterclaim, abatement, suspension, deduction or defense.

Section 5.3. Title to the Premises and to the Project. Fee title to the parcels that constitute the Premises shall continue to vest in the Landlord or its successors at all times during the Term of this Lease, subject to the Tenant's leasehold interest and any additional rights expressly and specifically granted in this Lease to the Tenant. During the Term, ownership of the Project, including, without limitation, all improvements constructed on the Premises by the Tenant (collectively, the "**Improvements**"), and all personal property and fixtures installed or located therein, except in the case of a Tenant default that is uncured resulting in a termination of this Lease, shall, at all times, vest in and remain the property of Tenant. Should the Tenant commit a Default that is uncured during any cure period provided herein that results in the Landlord evicting the Tenant from the Premises, the Improvements made to the Premises shall be owned by the Landlord without any payment to the Tenant being required and the Tenant hereby waives any and all rights to the ownership thereof.

ARTICLE 6

USE AND MAINTENANCE OF PREMISES

Section 6.1. Permitted Uses; Prohibited Uses. The Tenant shall use the Premises for the construction and operation of the Project for the Permitted Uses and for no other use without the Landlord's express prior written Approval. The Permitted Uses are:

- A hydroponic container farm consisting of growing trailers
- A greenhouse facility for conventional growing
- A wellness center offering family and maternal counseling and support
- A learning center offering horticultural, nutritional, and vocational training

Section 6.2. Maintenance of Improvements and Alterations; Restoration After Partial or Total Destruction. Throughout the Term, the Tenant shall maintain the Improvements in reasonably good and stable condition, making any and all necessary ordinary and capital repairs thereto or capital replacements thereof at its sole cost and expense. In the event any or all of the Improvements shall be partially or totally destroyed, the Tenant shall repair or reconstruct same to render them substantially equivalent to the form of the Improvements prior to said destruction or construct a replacement improvement of equivalent or greater value, all at its sole cost and expense within one (1) year from the date of such damage or destruction, unless the Landlord agrees to a longer period in the exercise of its commercial business judgment, provided, however, that the Tenant shall not be required to repair or restore the Improvements partially or totally destroyed in the final two (2) years of the Initial Term or any Renewal Term, as applicable. The provisions of this Section 6.2 shall survive the termination of this Lease.

Section 6.3. Compliance With Laws. The Tenant shall comply with all Applicable Laws related to the Premises, the Project and the use thereof and shall not use or allow the Premises to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto.

ARTICLE 7

QUIET ENJOYMENT

Section 7.1. Right to Quiet Enjoyment. In consideration of the lease of the Premises, the Tenant's full and timely payment of the Rent, and the Tenant's full, timely and diligent performance of all terms and conditions of this Lease, the Tenant shall quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or

molestation by any party claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease.

ARTICLE 8

RELATIONSHIP OF THE PARTIES

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

Section 8.2. Disclosure. Commencing upon the execution of this Lease and annually thereafter, the Tenant shall disclose to the Landlord in writing the names of its officers, directors, managers, subtenants, agents and any other individuals or entities having a significant role in the activities of the Tenant. At no time may any such individual or entity be delinquent in any tax obligation owed to the City of Bridgeport or have been convicted of or charged with a crime punishable by a prison term of one year or more or by a fine of \$10,000 or more for the previous ten (10) years.

ARTICLE 9

DESIGN REVIEW; DEVELOPMENT IN PHASES; SCHEDULE OF COMPLETION; SUBSTANTIAL COMPLETION

Section 9.1. Future Alterations and/or Expansions. The Tenant agrees that it shall not make future alterations or expansions of the Improvements on the Premises without the Landlord's Approval except for accessory uses not requiring a building permit. Other improvements in each Phase not previously constructed or Approved by the Landlord require prior notice to and receipt of the Landlord's Approval, which may not be unreasonably withheld in the exercise of the Landlord's commercial business judgment. The rights and obligations set forth in this Article shall survive the expiration or earlier termination of this Lease.

Section 9.2. Phases of Development. If there are any Phases of the Project that have not been completed prior to the execution of this Lease, the Tenant shall continue to be obligated to develop the Project in such Phases in the manner and within the timeframes established in the LDA.

Section 9.3. Landlord's Right to Approve all Subtenants and Occupants.

(a) The Tenant shall request the Landlord's Approval, acting through OPED, in writing, to sublet or permit temporary occupancy by a third party of a portion of the Premises, which request shall contain the name of the entity, the names of its principal

owners or members having 10% or more ownership, a copy of the proposed agreement containing the material terms of any sublease, license, lease or other occupancy agreement (each, an "**Occupancy Agreement**"). The Tenant shall send such request not less than thirty (30) days prior to the proposed effective date of any such transaction and provide any other information or documents reasonably requested by the Landlord. The Landlord may grant Approval of such Occupancy Agreement in the exercise of its commercial business judgment reasonably exercised.

(b) If the Tenant enters into an occupancy agreement or permits occupants other than the Tenant at the Premises or any portion thereof without the Landlord's prior Approval, the Landlord shall have the right to declare a Tenant Default and terminate this Lease unless the Tenant removes such occupant within thirty (30) days after written notice from Landlord. If the Tenant fails to remove such occupant from the Premises within such 30-day period, in addition to the Landlord's right to terminate this Lease, it may impose upon Tenant a \$500 per day fine ("**Liquidated Damages**") measured from the date of delivery of such 30-day notice and continuing daily until such occupant is removed to the Landlord's sole satisfaction. Such Liquidated Damages shall constitute a lien on the Tenant's leasehold interest in the Premises and a lien on the Tenant's Improvements. The Parties agree that the injury to the Landlord for such an unauthorized occupancy established by the amount of Liquidated Damages are a reasonable amount because the damage to the Landlord resulting from such default are uncertain or difficult of proof and the amount agreed to is not greatly disproportionate to the Landlord's anticipated damages.

Section 9.4. Use of Minority and Local Companies. The Tenant shall continue to be obligated under the LDA to meet the goals and requirements of the Landlord's Minority Business Enterprise Ordinance to hire minority-owned companies and to hire Bridgeport residents in connection with the construction of the Project.

Section 9.5. Landlord Cooperation. The Landlord agrees to cooperate fully with the Tenant at no cost to the Landlord in connection with the construction of the Phases of the Project, including, without limitation, signing any necessary applications or permits as owner of the Premises and otherwise assisting Tenant in the timely and lawful completion of any remaining Phases of the Project not yet completed at no cost to the Landlord.

ARTICLE 10

LEASEHOLD FINANCING

Section 10.1. Leasehold Mortgages Permitted. With the prior written Approval of Landlord not to be unreasonably withheld, the Tenant may, upon the circumstances and subject to the terms contained in this Article, encumber the Tenant's leasehold interest in the Premises and the Project and all of Tenant's rights under this Lease in order to finance the construction of the Project.

Section 10.2. Landlord To Join in Financing Or Recognize in Writing the Leasehold Mortgagee's Rights. In connection with any such leasehold financing, the Tenant may require the Landlord, and the Landlord hereby agrees, to either:

(a) acknowledge the existence or commencement of a mortgage or other financing instrument on the Tenant's leasehold interest in the Premises to provide financing for the Project, or

(b) execute an agreement with any mortgagee or financing party, in recordable form and otherwise in form and substance satisfactory to such party, providing in pertinent part that:

(1) The Landlord will give such party notice of any default by Tenant under this Lease and a reasonable opportunity to cure such default; provided, however, that such party shall have no obligation to effect a cure of the Tenant's default by reason of receipt of such notice;

(2) In the event such mortgage is foreclosed upon by the mortgagee and the leasehold estate is acquired by the mortgagee or an independent third party as the result of a foreclosure sale under said mortgage, this Lease will survive any such foreclosure and the Landlord will permit such acquiring mortgagee or independent third party to become the Tenant under this Lease, provided that such mortgagee or third party shall execute an assignment and assumption agreement acceptable to the Landlord in the Landlord's exercise of its commercial business judgment reasonably exercised wherein all obligations, covenants and undertakings of the Tenant are assumed by the mortgagee or third party, as the case may be, which assumption or liability shall be limited to the period of time during which such mortgagee or third party is the holder of the leasehold estate created by this Lease;

(3) Neither the Landlord nor the Tenant may modify this Lease or terminate the same without prior written notice to the mortgagee and receipt of its prior written consent;

(4) The Landlord hereby agrees that if any leasehold mortgagee to whom the Tenant proposes to grant a leasehold mortgage on the Tenant's leasehold interest hereby created shall require as a condition to making any loan secured by such leasehold interest that the Landlord agree to modifications of this Lease, then the Landlord agrees that it will enter into modifications that are required by such lender mortgagee provided that such changes are reasonable in Landlord's commercial business judgment. However, in no circumstances shall the Landlord be required to make any agreement that materially changes the dimensions of the Premises, decreases the Rent, materially abridges or extends the Term of the Lease, requires the expenditure of funds by the Landlord which the Landlord is not obligated to expend under the terms of this Lease, or in any other manner materially modifies the Landlord's rights, remedies or obligations

under this Lease. The foregoing enumeration is not intended as a limitation on the Landlord's right to refuse to consent to a modification.

(5) Any subsequent tenant of the mortgagee shall be permitted to become the Tenant under this Lease provided it executes an assignment and assumption agreement satisfactory to Landlord in Landlord's commercial business judgment.

Section 10.3. New Lease in the Event of Bankruptcy. If, at any time during the Term of this Lease, the Tenant files for bankruptcy protection under the Bankruptcy Code or any successor statute thereto, or under any statute pursuant to which the Landlord may reject this Lease, and the Landlord does in fact reject this Lease, the Landlord shall enter into a new lease with such mortgagee on identical terms to those contained in this Lease for the remainder of the Term provided for hereunder. In such circumstances, the mortgagee shall have the right to transfer its rights under the new Lease to a third party, provided however, that such third party shall have executed an assignment and assumption agreement acceptable to the Landlord in the Landlord's commercial business judgment reasonably exercised providing that such third party assumes all obligations, covenants and undertakings of the Tenant under this Lease arising after the execution of such assignment and the issuance of a new lease.

Section 10.4. Types of Leasehold Mortgages Permitted. Any mortgage permitted hereunder is required to be in favor of an institutional lender as mortgagee, meaning any nationally chartered or State bank, trust company, savings and loan association, insurance company, pension fund, governmental lending or bond-issuing agency, or similar organization (each, an "**Institutional Lender**").

Section 10.5. Limitations on Landlord's Liability. In the event the Landlord joins in a mortgage permitted hereunder, in accordance with Section 10.2, such mortgage must contain a provision that the mortgagee recognizes it to be a fact that the joinder by the Landlord in the mortgage is primarily for the purpose of creating a mortgage lien against the Tenant's leasehold interest in the Premises and that no personal liability shall ever attach to or personal judgment be sought or obtained against the Landlord by reason of the Landlord's joinder in the mortgage.

Section 10.6. Limitations on Leasehold Mortgagee's Liability. No leasehold mortgagee shall be or become liable to the Landlord as an assignee of this Lease or otherwise until it expressly assumes by written instrument such liability (in which event the mortgagee's liability shall be limited to the period in which it is the holder of the leasehold estate created by this Lease), and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof, provided however, that nothing in this Section 10.6 shall be deemed to prevent the Landlord from exercising the remedies contained in Article 17 if the obligations of such foreclosing mortgagee as the Tenant under this Lease are not subsequently performed. No person who acquires title to, or other rights in, the Premises or this Lease solely by virtue of a mortgage, collateral assignment, security agreement, or similar security instrument shall have any liability under this Lease except as provided in this Article 10, notwithstanding

that such security instrument may provide for a present assignment of the Tenant's rights under this Lease to the mortgagee.

ARTICLE 11

INDEMNIFICATION AND INSURANCE

Section 11.1. Indemnification.

(a) Each Party (the "**Indemnifying Party**") shall defend, hold harmless and indemnify the other Party (the "**Indemnified Party**") against any and all claims, causes of action, damages, judgments, liability costs, expenses, including attorneys' and consultants' fees, and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at or about the Premises or any part thereof, or occasioned wholly or in part by any act, omission or negligence of the Indemnifying Party, its subtenants and occupants, agents, contractors, employees, servants, licensees, or others under its direction or control, except for those matters resulting from the proximate cause of the Indemnified Party if the Tenant and resulting from the sole proximate cause of the Indemnified Party if the Landlord.

(b) In addition the Tenant covenants and agrees that it shall defend and indemnify the Landlord and hold it harmless from and against any claims, judgments, liens, damages, penalties, fines, costs, liabilities, losses or other expense, including without limitation all reasonable attorneys' fees, incurred or paid by the Landlord arising out of: (i) The Tenant's failure to perform and comply with any of its covenants, representations, agreements and obligations arising under this Agreement, or (ii) the material inaccuracy of any representation, warranty, covenant or agreement made by the Tenant to the Landlord or any other governmental agency, commission, board or other entity related to the Premises or pursuant to the terms of this Agreement.

(c) Within thirty (30) days after an event giving rise to a claim for indemnification becomes known to a Party, the Indemnified Party shall promptly notify the Indemnifying Party in writing of its claim for indemnification hereunder. Such notice shall contain a brief written description of the facts relating to the alleged claim, suit, proceeding or loss and copies of all relevant documents, pleadings or other instruments relating thereto. The Indemnifying Party shall then proceed to provide a defense of such matter on behalf of the Indemnified Party at the Indemnifying Party's sole cost and expense and may not compromise or settle such alleged claim, suit or proceeding without the Indemnified Party's prior written consent, which consent may not be unreasonably withheld or delayed in the exercise of the Indemnified Party's commercial business judgment, reasonably exercised.

Section 11.2. Insurance Requirements: The following insurance coverage is required of the Tenant and the **Tenant shall ensure that the Landlord is named by policy endorsement as an additional insured with thirty (30) days notice of**

cancellation by policy endorsement. The Tenant shall procure, present to the Landlord, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the Landlord.

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

Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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 \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

Upon commencement of the construction of any Phase of the Project not started at the time of the execution of this Lease, a policy of Builder's Risk Comprehensive Insurance with endorsements for fire, extended coverage, and vandalism insurance, in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the Premises and the Improvements, and in any event, in amounts not less than one hundred (100%) percent of the fair market value of the Project and the Improvements. For the purpose of this paragraph, the aforesaid policy of Builder's Risk Comprehensive Insurance, if carried by the general contractor who has contracted to construct the Improvements (as evidenced by a copy of the declaration page of such policy affording such coverage or a certificate of insurance evidencing the same), and

meeting all of the Landlord's requirements for coverage need not be carried by the Tenant.

General requirements. All policies shall include the following provisions:

General provisions—No policy shall have a deductible of more than \$25,000.00 without the prior consent of the Landlord. Each policy shall provide that it shall not be invalidated as to the Landlord by reason of any act or omission by the Tenant or if the Tenant has made any misrepresentations in its application for said insurance. All policies shall be written as primary and not contributing with or in excess of the coverage which the Landlord may carry. All policies of insurance required pursuant to this Article 11 shall be issued by insurers licensed to do business in the State of Connecticut.

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

Certificates of Insurance; **Required Endorsements**—All policies of liability coverage shall be evidenced by an original certificate of insurance **and a policy endorsement** as above described delivered to the Landlord and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate **and endorsements** required to be delivered to the Landlord prior to the Tenant's entry upon the Premises and prior to any work or other activity with new certificates **and endorsements** evidencing the coverages required annually during the Term.

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

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604".

Section 11.3. Tenant Responsible. The Landlord shall not be liable for any theft or damage to the Premises nor for any damage caused by any persons in or about the Premises, or caused during construction of any private, public or quasi-public work. All property of the Tenant at or about the Premises shall be installed, used, or enjoyed at the risk of the Tenant only, and the Tenant shall defend, indemnify and hold the Landlord harmless from any and all claims and/or causes of action pertaining to, or arising out of, damage to the same including, but not limited to, subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the sole, proximate negligence of the Landlord. This paragraph shall survive expiration of this Lease or early termination.

Section 11.4. No Abatement of Rent. The Tenant shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term hereof, notwithstanding any destruction or damage to the Premises by any cause whatsoever.

ARTICLE 12

CONDEMNATION

Section 12.1. Entire Taking. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole or materially all of the Premises at any time during the Term, the rights of the Landlord and the Tenant to share in the net proceeds of any award for land, buildings, improvements and damages upon any such taking, shall be as follows and in the following order of priority:

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

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

(c) If the values of the respective interest of the Landlord and the Tenant shall be determined according to the provision of subdivisions (a) and (b) of this Section in the proceeding pursuant to which the Premises shall have been taken or condemned, the values so determined shall be conclusive and enforceable upon the Landlord and the

Tenant. If such values shall not have been thus separately determined, such values shall be fixed by agreement between the Landlord and the Tenant, or, if they are unable to agree, then the controversy shall be resolved by the dispute resolution procedures set forth herein.

Section 12.2. Definition of Entire Taking. If title to the whole or materially all of the Premises shall be taken or condemned, this Lease shall cease and terminate, and all Rent, additional rent and other charges hereunder shall be apportioned as of the date of vesting of title in such taking or condemnation proceeding. For the purposes of this Article, a taking or condemnation of materially all of the Premises, as distinguished from a taking or condemnation of the whole of the premises of which the Premises is a portion, means a taking of such scope that the untaken portion of the Premises is insufficient to permit the restoration of the then-existing improvements thereon so as to constitute a complete rentable building capable of producing a proportionately fair and reasonable net annual income, taking into consideration the payment of all operating expenses thereof, including, but not limited to, the net rent, additional rent and all other charges herein reserved, and, after the performance of all covenants, agreements and provisions herein provided to be performed by the Tenant. The determination of what constitutes a fair and reasonable net annual income shall be governed by reference to the average net annual income produced by the Premises during the five-year period immediately preceding the taking. As used above, the term "operating expenses" does not include depreciation, income taxes or franchise taxes.

Section 12.3. Partial Taking. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Premises, this Lease (except as hereinafter provided) shall, nevertheless, continue, but the annual net Rent to be paid by the Tenant shall thereafter be reduced in the ratio that the rental value of the portion of the Premises taken or condemned bears to the rental value of the entire Premises at the time of the taking or condemnation and the Tenant shall promptly restore the building, as below provided.

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

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

Section 12.4. Temporary Taking. If the whole or any part of the Premises or of the Tenant's interest under this Lease be taken or condemned by any competent authority

for its or their temporary use or occupancy, this Lease shall not terminate by reason thereof and the Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all additional rent and other charges payable by the Tenant hereunder, and, except only to the extent that the Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions, and obligations hereof upon the part of the Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking, or condemnation, the Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid or by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the term of this Lease, in which case such award shall be apportioned between the Landlord and the Tenant as of such date of expiration of the Term, but the Landlord shall in that circumstance receive the entire portion of the award that is attributable to physical damage to the Premises and the restoration thereof to the condition immediately prior to the taking or condemnation. The Tenant covenants that, upon the termination of any such period of temporary use or occupancy, prior to the expiration of the Term, it will, at its sole cost and expense, restore the Premises, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such taking.

ARTICLE 13

PAYMENT OF TAXES

Section 13.1. Payment of Personal Property Taxes. The Tenant shall be responsible for any and all personal property taxes, charges, water and sewer charges and assessments, extraordinary as well as ordinary (each a "Tax") starting at such time as they may be levied, imposed or assessed during the Term of this Lease by governmental authorities upon the Premises or the Project.

Section 13.2. Changes in Taxation. If at any time after the date of this Lease, the methods of taxation of real property prevailing at the date of this Lease shall be altered and there shall be levied, assessed or imposed in substitution, in whole or in part, for the present general real estate taxes, a capital levy tax, or a tax upon revenues or rents derived from real estate or personal property, or any other tax howsoever denominated by whatsoever governmental agency or authority (including, but not limited to, any municipal, county, state, or federal authority) which shall be measured by or based in whole, or in part, upon the value of the Premises or the revenues or rents derived therefrom, then all such taxes, or the part thereof so measured or based, shall be deemed to be included within the term "Tax" for purposes of this Section, but only to the extent to which they shall be substituted for the present personal property taxes. In addition, the Tenant shall pay any new tax of a nature not presently in effect, but which may hereafter be levied, assessed or imposed upon the Landlord or the Premises, if such tax is based on or arises out of the ownership, use or operation of the Premises or the Project.

Section 13.3. Tenant to Provide Evidence of Payment. Tenant shall furnish Landlord and its mortgagees, if any, within thirty (30) days after the date when any Tax would become delinquent, with evidence satisfactory to the Landlord or such mortgagee, evidencing the payment thereof. A certificate, receipt or bill of the appropriate official authorized to make or issue the same or to receive payment of any such Tax, shall be prima facie evidence that such Tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, receipt or bill.

ARTICLE 14

DEFAULTS; REMEDIES

Section 14.1. Tenant's Default; Landlord Remedies.

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

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

law or equity, and remove the Tenant and anyone seeking to claim rights or interest in the Premises together with all the portable personal property of said persons or entities, and the Landlord shall be entitled to place and store the same in a public or private warehouse at the Tenant's expense, all without liability to the Landlord or its designees and without being liable, or subject to prosecution therefor.

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

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

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

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

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

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

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

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

performed by the Tenant under this Lease with the same force and effect as though performed by the Tenant.

Section 14.2. Landlord Default; Tenant Remedies.

(a) In the event the Landlord defaults in the full and timely performance of any and all material terms and conditions of this Lease (each a "**Landlord Event of Default**") and said default continues for (30) days after written notice from the Tenant specifying the facts of such default, or in the case of a default which cannot with due diligence be cured within said 30-day period, the Landlord fails to proceed promptly with best efforts to cure the same and thereafter to prosecute the curing of such default with due diligence; or if the Landlord does anything constituting a default under the section of this Lease relating to the Landlord's bankruptcy (a "**Landlord Default**"), then in any or all such events the Tenant shall be entitled to exercise any and all remedies under this Lease and/or those available at law and/or equity with respect to such Landlord Default, and those remedies shall include, but not be limited to the following:

(i) The Tenant shall be entitled to terminate this Lease by written notice to that effect sent to the Landlord, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the Parties to the contrary).

(ii) The Tenant shall also be entitled to seek all available remedies at law or in equity against the Landlord, provided, however, the Tenant shall not be entitled to seek or recover consequential, punitive, exemplary or other damages.

(b) Landlord Liable for Tenant's Attorneys' Fees. In case suit shall be brought for a Landlord Default because of the breach of any covenant herein contained on the part of the Landlord to be kept or performed, and such breach shall be established, the Landlord shall pay to the Tenant all costs and expenses incurred in connection therewith, including out-of-pocket expenses, court costs and reasonable attorneys' fees. This paragraph shall survive termination of the Lease.

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

(d) Tenant's Right to Cure Landlord's Defaults. If the Landlord shall default in the performance or observance of any covenant or condition herein contained on the Landlord's part to be performed or observed, the Tenant may, on at least (10) days' prior written notice to the Landlord, or without notice if in the Tenant's opinion an emergency shall exist, perform the same for the account and

at the expense of the Landlord, and the expense of so doing, together with interest thereon at the maximum annual rate permitted by law, from the date of the advance therefor, shall be due and payable upon the Tenant's demand therefor. If the Tenant shall incur any costs, including reasonable attorneys' fees, instituting, prosecuting or defending any action or proceedings instituted by reason of a default by the Landlord, the Landlord shall promptly reimburse the Tenant for the amount of such expense.

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

(f) Tenant's Right of Injunction. In the event of any breach or threatened breach by the Landlord of any of the agreements, terms, covenants, or conditions contained in this Lease, the Tenant shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed by law or in equity, or by statute or otherwise.

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

ARTICLE 15

DUTY TO SURRENDER

Section 15.1. Tenant's Duty to Surrender. On the expiration or earlier termination of this Lease or any extension thereof, or upon the Landlord's exercise of its right to limit

the Tenant's occupancy to the Premises, the Tenant shall deliver possession of any portion of the Premises to the Landlord that the Tenant is not entitled to occupy under this Lease in such order and state of repair as provided herein.

ARTICLE 16

HOLDOVER

Section 16.1. Landlord's Rights If Tenant Holds Over. If the Tenant remains in possession of the Premises or any portion thereof after the described date of expiration of the Term or after the earlier termination of the Lease, at the option of the Landlord, the Tenant shall be deemed to be in occupation as a month-to-month tenant at the Rent most recently chargeable under the terms and conditions of this Lease, and subject to the other terms and conditions of this Lease apart from the length of Term including but not limited to Liquidated Damages, and the terms and conditions of this Lease provision shall be enforceable by the Landlord notwithstanding expiration or other termination of this Lease, but nothing in this Lease provision shall be deemed to extend the Term beyond the expiration date thereof or the date of its earlier termination nor grant any right to the Tenant or any other person to use, occupy or remain in possession of all or any part of the Premises beyond the date of expiration of this Lease or any earlier termination of this Lease. This paragraph shall survive termination of the Lease.

ARTICLE 17

NO LANDLORD LIABILITY

Section 17.1. No Landlord Liability. The Landlord shall not be liable for any loss or damage to the Premises, the Project or to any property of the Tenant or any other person thereon, anything in this Lease to the contrary notwithstanding and no Party shall be liable to its respective failure to perform in the case of Force Majeure (see below).

ARTICLE 18

RIGHT OF ENTRY

Section 18.1. Landlord's Right of Entry. The Landlord expressly reserves and shall have the right by its agents and servants upon reasonable prior notice to enter into and upon the Premises during normal business hours notice except in the case of emergency for the purpose of inspecting same.

ARTICLE 19

SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 19.1. Subordination to Easements and Restrictions. This Lease shall be subject to any and all easements and restrictions now of record, and to any and all utility easements hereafter affecting the Premises (the "**Permitted Encumbrances**") after the Commencement Date.

Section 19.2. Attornment. The Tenant hereby agrees that in the event of sale or assignment of the Landlord's interest in the Premises, whether by act of the Landlord, by operation of law or otherwise, the Tenant shall attorn to the Landlord or any new owner upon any such event and recognize such person, firm or entity as the owner of the Premises as the "Landlord" under this Lease and the Landlord shall deliver a non-disturbance agreement from its assignee to the Tenant in a form mutually agreeable to the parties.

Section 19.3 Estoppel. At any time, and from time to time upon not less than thirty (30) days' prior written notice by the Tenant to the Landlord, the Landlord shall execute, acknowledge and deliver to the Tenant a statement, in writing in form satisfactory to the Tenant, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and the dates to which the Rent have been paid in advance, stating whether there are any offsets to the Tenant's obligation to pay Rent hereunder and describing them, if any, and stating whether or not to the best knowledge of the signer of such certificate (who shall be a duly-authorized officer or signatory of the Landlord) the Tenant is in default in performance of any term, covenant or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, and containing such other information as shall reasonably be required by the Tenant, it being intended that any such statement delivered pursuant hereto may be relied upon by any party dealing with the Tenant.

Section 19.4. No Liens. The Tenant shall not encumber the Landlord's fee interest in the Premises in any manner without the prior written consent of the Landlord and the Landlord shall not encumber the Tenant's leasehold interest in the Premises without the prior written Approval of the Tenant.

ARTICLE 20

NOTICES

Section 20.1. Form and Manner of Notice. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications, or documents required or desired to be given, delivered or served, or which may be given, delivered or served under or by the terms and provisions of this

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

(a) To Landlord: City of Bridgeport
Director,
Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With copy to: City Attorney
Office of City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

(b) To Tenant: Keith Williams
Chairman
East End NRZ Market & Café Inc.
1841 Stratford Avenue
Bridgeport, CT 06607

With copy to: Edward Lavernoich
President
BEDCO
10 Middle Street
Bridgeport, CT 06604

ARTICLE 21

WAIVER

Section 21.1. Waiver Effective Only If In Writing. No waiver by either Party to this Lease of any condition or term of this Lease shall be effective unless it is in writing and

signed by the waiving party, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

ARTICLE 22

PAYMENTS UNDER PROTEST

Section 22.1. Tenant's Right to Make Payments Under Protest. In case of any dispute between the Landlord and the Tenant with respect to the amount of money payable by the Tenant to the Landlord under the provisions of this Lease, the Tenant shall have the right to make payment under protest, and, in such event, shall be permitted to assert and prosecute a claim or claims for the recovery of the sum, or any part thereof, that shall have been so paid by the Tenant under protest.

ARTICLE 23

ENTIRE AGREEMENT; NO ORAL MODIFICATION

Section 23.1. All Prior Understandings and Writings Merged. All prior understandings and agreements between the Parties are merged into this Lease, which alone fully and completely sets forth the understanding of the Parties, and this Lease may not be changed orally or in any manner other than by an agreement in writing and signed by the Party against whom enforcement of the change or termination is sought.

ARTICLE 24

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

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

ARTICLE 25

CONSTRUCTION OF LEASE

Section 25.1. Connecticut Law Applies. This Lease shall be governed and construed in accordance with the laws of the State of Connecticut.

ARTICLE 26

CAPTIONS AND TABLE OF CONTENTS

Section 26.1. Captions. The captions of this Lease are for convenience and reference only, and neither define, limit nor describe the scope or intent of this Lease nor in any way affect this Lease.

Section 26.2. Table of Contents. The Table of Contents preceding this Lease, but under the same cover, is for the purpose of convenience and reference only, and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto, or amendatory thereof.

ARTICLE 27

RESOLUTION OF DISPUTES

Section 27.1. Disputes. All disputes under this Agreement shall be resolved by a court of law having jurisdiction over the parties located in Fairfield County, Connecticut.

ARTICLE 28

NO MERGER

Section 28.1. No Merger. There shall be no merger of the leasehold estate with the fee estate in the real property comprising the Premises because one Party or such Party's transferee may acquire or shall hold directly or indirectly any interest in the estate created by or granted by this Lease and no such merger shall occur unless all entities shall obtain the Approval of their respective governing bodies and thereafter join in a written instrument effecting such merger and shall duly-record same on the land records of the City of Bridgeport.

ARTICLE 29

COUNTERPARTS

Section 29.1. Counterparts. This Lease may be executed by the Parties in several counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement.

ARTICLE 30

NON-DISCRIMINATION

Section 30.1. Non-Discrimination; Affirmative Efforts to Hire MBEs, WBEs, Bridgeport-Based Businesses.

The Tenant agrees to comply with the City of Bridgeport's laws against discrimination and its MBE Ordinance in contracting for construction services with minority business enterprises, women's business enterprises and Bridgeport-based businesses and shall use its best efforts to meet the requirements and goals set forth in such MBE Ordinance.

ARTICLE 31

TRANSFER; ASSIGNMENT

Section 32.1. Landlord Consent to Tenant's Transfer or Assigning of Interest.

(a) The Tenant represents and warrants to the Landlord that its lease of the Premises and its other undertakings pursuant to this Agreement, are and will be for the purpose of the development and use of the Premises in accordance with the terms of this Lease and the LDA.

(b) Tenant's Transfer or Encumbrance of its Leasehold Interest in the Premises Prior to Completion of the Project.

(1) Prior to completion of the Improvements constituting the Project, the Tenant shall not convey, assign or otherwise transfer to a third party any portion of its interest in the Premises except in the manner set forth in this Lease to an Affiliate that is Approved by the Landlord. The Tenant shall deliver written notice to the Landlord of such proposed transfer, together with all material information pertaining to the proposed transaction and any proposed Affiliate, an assignment and assumption agreement reasonably satisfactory to the Landlord, and a written instrument reasonably satisfactory to the Landlord guaranteeing the performance of this Lease by the transferee. The Tenant shall not make any such transfer until it obtains the prior written Approval of the Landlord, which Approval shall not be unreasonably withheld or delayed in the exercise of Landlord's commercial business judgment, reasonably exercised. No such assignment shall relieve the Tenant of any obligation arising in connection with this Agreement except as may be set forth in an assignment and assumption agreement acceptable to the Landlord.

(c) Transfer of Tenant's Interest Subsequent to Completion of the Project.

(1) Subsequent to the completion of the Improvements, the Tenant shall have the right to convey, assign, or otherwise transfer, to a third party or to an Affiliate any of its rights or interests under this Agreement, or any right or interest it may have in the Premises, provided, however, that the Tenant has not committed a Tenant Default that continues beyond any applicable grace or cure period, and, further provided that the Tenant shall within a reasonable time before such conveyance, assignment, or transfer, deliver to the Landlord an assignment and assumption of this Lease reasonably satisfactory to the Landlord. The Tenant shall not make any such transfer until it obtains the prior written Approval of the Landlord, which Approval shall not be unreasonably withheld or delayed.

ARTICLE 32

FORCE MAJEURE

Section 32.1. Force Majeure. The Parties hereto, respectively, shall not be in default of this Lease if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, epidemic, pandemic, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any party's ability to perform its respective obligations, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties and may result in the need to modify the Lease accordingly.

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

Signed, sealed and delivered
in the presence of:

LANDLORD:

CITY OF BRIDGEPORT

Witness

By: _____
Name
Title
Duly-authorized

Witness

TENANT:

Witness

By: _____
Name:
Title:
Duly-authorized

Witness

SCHEDULE A

Property Description

AMOUNT

SCHEDULE B

Permitted Encumbrances

AMOUNT

SCHEDULE C

**Project Site Survey Showing Locations of All Phases
Of the Project**

RECEIVED

Exhibit 1

Council Resolution

Exhibit 2

Land Disposition Agreement dated _____,
Incorporated by reference as if fully set forth herein.

Exhibit 3

**Environmental Land Use Restriction
And Survey**

Environmental Release

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING, KNOW YE, THAT _____, having an address at _____ ("Releasor"), for good and valuable consideration received from the _____, a _____ organized and existing under the laws of the State of Connecticut, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for **ITSELF, ITS** administrators, successors and assigns, remise, release and forever discharge the said _____, **ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS**, and their respective heirs, administrators, successors and assigns ("Releasees") of and from all, and all manner of, actions, causes of action, suits, personal injury claims, property damage, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity relating to:

Environmental Conditions existing prior to the date hereof defined on Schedule A attached hereto and made a part hereof

which against the said _____ **AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS**, and their respective heirs, administrators, successors and assigns ever had, now have or which the undersigned's administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents.

And especially in connection with **ANY ENVIRONMENTAL CLAIMS** related to that certain **Land Disposition Agreement** dated _____.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand and seal on the day of _____, 20____.

Sealed in the presence of:

[Releasor]

By: _____

Name:

Title:

duly-authorized

State of Connecticut)
) ss.:
County of _____)

At:

Personally appeared, _____, the _____ of [entity],
signer and sealer of the foregoing instrument, and acknowledged the same to be his/her
free act and deed in such capacity on behalf of said [entity], before me.

Notary Public
My commission expires:
Commissioner of the Superior
Court



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *41-22 (Ref. #76-20) Consent Calendar

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

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

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

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

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *41-22 (Ref. #76-20) Consent Calendar

-2-

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

BE IT FURTHER RESOLVED that any grant fund expenditure exceeding *~~[\$499,999,99]~~* **\$250,000** shall receive approval through the City Council of the City of Bridgeport, in accordance with provisions of the City Charter.

****As amended at the Budget & Appropriations Committee Meeting on April 10, 2023****



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *41-22 (Ref. #76-20) Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair

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

Mary A. McBride-Lee, D-135th

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Tyler Mack, D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: April 17, 2023



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *31-22 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security
Federal Emergency Management Agency (FEMA)
FY 2022 Assistance to Firefighters Grant Program (AFG)
(#23212 & 23483)**

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

WHEREAS, this funding has been made possible through the **FY 2022 Assistance to Firefighters Grant Program (AFG)**; and

WHEREAS, funds under this grant will be used to purchase CPR assistance devices and self-bailout kits; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Department of Homeland Security FEMA** to purchase this lifesaving equipment.

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

1. That it is cognizant of the City's grant application to and contract with **Department of Homeland Security FEMA** for the purpose of its **AFG Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Department of Homeland Security FEMA** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *31-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Samia S. Suliman

AmyMarie Vizzo-Paniccia



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *36-22 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
U.S. Department of Justice- Congressional Directed Spending
FY23 COPS Technology Grant Program- Rapid DNA Kiosk (#23207)**

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

WHEREAS, this funding has been made possible through the Consolidated Appropriations Act, 2023 (Public Law 117-328); and

WHEREAS, the purpose of the grant program is to assist law enforcement agencies in investigating, responding to, and preventing crime; and

WHEREAS, funding under this grant will be utilized to purchase technology and equipment to quickly identify individuals involved in crimes; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Justice- Congressional Directed Spending FY23 COPS Technology** to acquire much needed equipment and training that will support the department's operations.

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 **U.S. Department of Justice** for the purpose of its **Congressional Directed Spending- FY23 COPS Technology Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Justice Congressional Directed Spending- FY23 COPS Technology Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *36-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Samia S. Suliman

AmyMarie Vizzo-Paniccia