

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, AUGUST 6, 2018**

7:00 p.m.

City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut

**ADDED:**

**ITEM FOR IMMEDIATE CONSIDERATION:**

**156-17**

Communication from City Attorney re: Update on Pending Litigation and Possible Action in the Matter of Twila Williams, **FOR IMMEDIATE CONSIDERATION.**

AGENDA

CITY COUNCIL MEETING

MONDAY, AUGUST 6, 2018

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: June 4, 2018 and June 18, 2018

**ITEM FOR IMMEDIATE CONSIDERATION:**

- 148-17** Communication from Airport re: Proposed Resolution regarding the Airport Master Plan Update, Pavement Management Plan and FAR Part 150 NEM Acceptance of FAA Grants, **FOR IMMEDIATE CONSIDERATION.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 137-17** Communication from Tax Collector re: Refund of Excess Payments – WR Group 430 Huntington Turnpike LLC RE: 420 Huntington TPK., referred to Miscellaneous Matters Committee.
- 138-17** Communication from Tax Collector re: Refund of Excess Payments – Cooperative Land & Lease LLC RE: 434 Grand Street, referred to Miscellaneous Matters Committee.
- 139-17** Communication from Engineering re: Proposed Resolution regarding the Safety and Traffic Operation Improvements on Main Street at Summit Street Intersection and Removal of Median on the Southbound Approach as part of the 15-360 Main Street Signal Project, referred to Public Safety and Transportation Committee.
- 140-17** Communication from Library re: Reappointment of Anne M. Cunningham (R) to the Library Board of Directors, referred to Miscellaneous Matters Committee.
- 141-17** Communication from Library re: Appointment of Eric Torres (U) to the Library Board of Directors, referred to Miscellaneous Matters Committee.
- 142-17** Communication from Library re: Reappointment of Sauda Efia Baraka (R) to the Library Board of Directors, referred to Miscellaneous Matters Committee.
- 143-17** Communication from Library re: Reappointment of Thomas R. Errichetti (D) to the Library Board of Directors, referred to Miscellaneous Matters Committee.

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

- 146-17** Communication from City Attorney re: (Ref. #67-13 & 69-16) Proposed Addendum to the Current Bargaining Unit Contract with the Bridgeport Firefighters IAFF Local 834, referred to Contracts Committee.
- 147-17** Communication from Emergency Management & Homeland Security re: Proposed Resolution for the Utilization of Approved Capital Funding to Hire Federal Engineering, Inc. for the City's Land, Mobile and Radio (LMR) Infrastructure Project, referred to Contracts Committee.
- 150-17** Communication from Central Grants re: Grant Submission: Center for Disease Control (CDC) for Racial and Ethnic Approaches to Community Health (REACH) Grant Program (#19322), referred to Economic and Community Development and Environment Committee.
- 151-17** Communication from Central Grants re: Grant Submission: U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program (#9P663), referred to Economic and Community Development and Environment Committee.
- 152-17** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management for FY 2018 Juvenile Review Board Grant Program (#19246), referred to Public Safety and Transportation Committee.
- 154-17** Communication from OPED re: Proposed Street Discontinuance and Acceptance of a Portion of Michael Street, referred to Public Safety and Transportation Committee.

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

- 144-17** Resolution presented by Council Member(s) Newton, Nieves, Martinez, Jackson and Langan re: Proposed resolution regarding Connecticut "Clean Slate" Legislation for Citizen Re-entry, referred to Public Safety and Transportation Committee.
- 145-17** Resolution presented by Council Member Jackson re: Proposed resolution requesting the installation of a Crosswalk and Stop Sign be placed on Noble Avenue and Waverly Place, referred to Board of Police Commissioners.
- 149-17** Resolution presented by Council Member Jackson re: Proposed resolution requesting the Establishment of a Bullying Prevention Task Force in the Bridgeport Public School District, referred to Education and Social Services Committee.
- 153-17** Resolution presented by Council Member Spain re: Proposed resolution requesting that the stretch of public road around St. Mary's by the Sea from the edge of the property line of the Black Rock Yacht Club to the edge of the property line of 923 Gilman Street be designated as Eames Boulevard, referred to Public Safety and Transportation Committee.

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

- 155-17 Resolution presented by Council Member(s) Martinez, Newton, Herron and N. Smith re: Proposed resolution regarding downloadable 3-D Printed Firearms and Ghost Guns, referred to Ordinance Committee.

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

- \*34-17 Ordinance Committee Report re: (Ref. #141-16) Resolution regarding the reversal of the 2017 Amendments to Chapter 3.20 – Tax Incentive Development Program of the Municipal Code of Ordinances.
- \*35-17 Ordinance Committee Report re: (Ref. #142-16) Resolution regarding the reversal of the 2017 Amendments to Chapter 3.24 – Affordable Housing Tax Incentive Development Program of the Municipal Code of Ordinances.
- \*117-17 Ordinance Committee Report re: Resolution requesting the creation of an Ordinance for the Establishment of the Bridgeport “Percent for Art” Development Program.
- \*122-17 Public Safety and Transportation Committee Report re: Resolution regarding the Sidewalk Repair Pilot Program Cost Estimates (Third Round).
- \*116-17 Contracts Committee Report re: (Ref. #186-15 & #187-15) Professional Services Agreement with WXY Architecture + Urban Design for the implementation of Various Downtown Capital Plan Improvements.
- \*129-17 Contracts Committee Report re: Agreement between the Office of the Comptroller for the State of Connecticut and the City of Bridgeport, Oxford Health Plans, LLC, Caremark PCS Health, LLC and CIGNA Health and Life Insurance Company.
- \*132-17 Contracts Committee Report re: Greater Bridgeport Regional Recycling Interlocal Agreement regarding the City’s Renewal of Membership in the Multi-Town Group known as (SWEROC).
- \*135-17 Contracts Committee Report re: First Amendment to the Lease with Wonderland of Ice Associates, Inc. (“The Lease Parties).
- \*61-17 Economic and Community Development and Environment Committee Report re: Resolution requesting the creation of an Ad Hoc Casino Committee, **DENIED**.
- \*113-17 Economic and Community Development and Environment Committee Report re: Resolution concerning a review of the Community Environment Benefits Agreement (CEMA), **DENIED**.

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

- \*130-17** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation Glenn Felisko.
- \*133-17** Miscellaneous Matters Committee Report re: Appointment of Rosalina Roman-Christy (D) to the Bridgeport Environmental Task Force as in accordance with section 2.124.030 of the Bridgeport Code of Ordinances.
- \*134-17** Miscellaneous Matters Committee Report re: Appointment of John Francis Hennessy Jr. (D) to the Bridgeport Environmental Task Force as in accordance with section 2.124.030 of the Bridgeport Code of Ordinances.

**MATTERS TO BE ACTED UPON:**

- 59-17** Joint Committee on Miscellaneous Matters and Budget & Appropriations Report re: Petition from Reverend Francis Asante re: Tax Abatement for Victory Bible Church International located at 850 Norman Street, **DENIED**.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 6, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Raw sewage in P.T. Apartments.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	"Liaison" Roles.
Melvin M. Peoples 76 Porter Street Bridgeport, CT 06606	Illegal garage across from home and threats made.
Mary L. Bruce 323 Fairfield Avenue Bridgeport, CT 06604	Illegal apartment/dumpster.
Ethan Book 144 Coleman Street Bridgeport, CT 06604	WPCA and City Tax Liens.
Scott Kjellberg Bridgeport Energy/Emera Energy 10 Atlantic Street Bridgeport, CT 06604	Bridgeport Energy and introducing the new plant manager.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, AUGUST 6, 2018  
6:30 PM  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

Council President Nieves called the Public Speaking session to order at 6:38 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

- 130<sup>th</sup> District: Christina Smith, Pete Spain
- 131<sup>st</sup> District: Denese Taylor-Moye, Jack O. Banta
- 132<sup>nd</sup> District: Marcus Brown, Kyle Langan
- 133<sup>rd</sup> District: Michael DeFilippo
- 134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135<sup>th</sup> District: Rosalina Roman-Christy, Mary McBride-Lee
- 136<sup>th</sup> District: Maria Zambrano Viggiano
- 137<sup>th</sup> District: Aidee Nieves, Maria Valle
- 138<sup>th</sup> District: Karen Jackson, Nessah Smith
- 139<sup>th</sup> District: Ernest Newton, Eneida Martinez

RECEIVED  
CITY CLERKS OFFICE  
18 AUG -9 PM 3:13  
ATTEST  
CITY CLERK

A quorum was present.

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**NAME**

**SUBJECT**

**Cecil C. Young**  
99 Carroll Avenue  
Bridgeport, CT 06607

Raw sewage in P.T. Apartments.

Mr. Young came forward and said that he was going to speak about his concerns about the recent violence and mentioned contacting the National Guard about it.

He also mentioned that the resident who had raw sewage back up in her apartment and said that this was being addressed.

Mr. Young said that he had contacted Ms. Hawkins about his unjust termination and that he had left a copy of a letter from Ms. Hawkins stating that in her opinion, the City and the union had

followed protocol and policies in his termination. Mr. Young objected to this and said that her opinion was someone's judgment call rather than a legal action.

Mr. Young then spoke about two attorneys who he claimed committed fraud and stated that he was speaking truth to power. That was wrong and his termination was wrong. However, he will continue to speak truth to power.

He encouraged everyone to visit his website and reminded him that it was never too late to do the right thing or speak the truth to power.

**John Marshall Lee**

30 Beacon Street  
Bridgeport, CT 06605

“Liaison” Roles.

Ladies and Gentlemen of the Bridgeport City Council, greetings. I often discuss City finance towards needed funding, alternately, or overfunding with room for change and re-focus; or fiscal tricks where today's obligations are kicked down the road, where local taxpayers are not looking today.

Tonight I bring another message. As a volunteer of the NAACP I have worked with a coalition of Bridgeport citizens and the Acting Chief with representatives of his department to see how the Department knows our diverse community and vice versa. Some call it “community policing”. Whatever it is called evidence on the street of mutual respect, and understanding, especially among the youngest and poorest is needed. The African American membership count has been static, while diversity has grown in other hiring. \$100 Million or more Police budget with 50% spent on benefits (and bonding to fund benefits) for fewer than 450 officers and 60 clerical? Are we top heavy with officers earning over time benefits?

Tonight we wait to see whether Mayor Ganim will win a primary to fight to be Governor in November. Tonight we wait for the appointments by Mayor Ganim to an important selection committee to review candidates for Police Chief. This will stop the overdue “acting chief” term and perhaps restore some long overdue professional management, fiscal reality and community trust. The current front page story on an affair in the office of the Acting Chief provides a disappointing review of “white supremacy” in action.

Tonight we also await the meeting of your own Public Safety Committee that has a responsibility of interviewing and approving appointments and re-appointments to the Police Commission. In general, members of the public who appear at your Committee meetings are not allowed to speak, so I am using this opportunity to place elements of a story in front of you where all the facts have not been made public, yet. A long time politically active current City employee, appointed by this Mayor as a project advisor is also Chair of a Commission. A story circulating in the community with reliably confirmed elements is that he engaged in a relationship with an African American City employee probably half his age. Just as in the current Police Department story, a spouse uncovered enough details to personally challenge or put a close to the affair. The Police Department hierarchy acted in this case to assure confidentiality for the young woman and secure a place for observation and treatment from the effects of the emotional attack suffered. She has not returned to her desk. Is she disabled? Has she cause to sue the City for the acts of a



more powerful City worker in this “me too” era? Does this story have enough legs to require Chief Perez to appear and tell your Committee what he knows? Does a departmental investigation begin with IA? Who is involved and what is their duty to report? Is any such report to be considered by your Public Safety Committee reviews tomorrow night? The taxpaying City voter needs to know what dangerous financial liability he may face from acts of full time City employees who happen to be appointed to Boards.

The role of the Police Department is “to protect and serve” the entire community. That includes all of the people of the City no matter their age, their wealth, the color of their skin, or how connected they feel with the powers that be. The integrity of the Police Department rests on the shoulders of the way matters are managed and fairly resolved and in the honest way they are reported. When that is not the case, trust in integrity collapses. And Mayor, Chief and all in power including elected Council are tarnished. Yes, indeed there are stories about Council members and the extent of their co-option due to financial favoritism, jobs provided, and even affairs between married folks and others not so married. Any of these situations can provide leverage to those who want a larger voice in decision making than their one vote on Election Day provides them. Is this the Bridgeport way? Time will tell.

**Melvin M. Peoples**  
76 Porter Street  
Bridgeport, CT 06606

Illegal garage across from home and threats made.

Mr. Melvin Peoples said that his rights had been violated and someone had come on to his property and left an illegal substance. He said that a neighbor was running an illegal garage and there was an incident on June 26 and 27th and he had complained to the police. This was reactive, but they need pro-active actions. The neighbor was harassing him by yelling at him in Spanish. Mr. Peoples said that he wants to know who will take care of his issues. This is America and he was born here. Now he has to ask his neighbor to move his vehicles so he can park in his own driveway. This is not right. Mr. Peoples said that he pays over \$7,000 in taxes and no longer has access to his own garage or driveway.

**Mary L. Bruce**  
323 Fairfield Avenue  
Bridgeport, CT 06604

Illegal apartment/dumpster.

Ms. Mary Bruce came forward accompanied by Ms. Millie who spoke about an illegal apartment in a home and the placement of a dumpster. Ms. Millie said that there were people living in the basement of a building and large dumpsters in the front and back yards of a house right across from St. Augustine's church. The dumpsters are filled and overflowing. Rodents have been seen there. There are families with children that live nearby and this is not safe.

Mr. Jorge Cruz came forward and spoke about the fact that the larger dumpsters contain a great deal of trash and with the heat, the trash smells.

Ms. Bruce said that she had spoken to the Fire Department and the Health Department and she was told that the issue was being addressed. She spoke to them in June, and now it is August but nothing changed. She asked the Council to help them.

**Ethan Book**  
144 Coleman Street  
Bridgeport, CT 06604

WPCA and City Tax Liens.

Mr. Ethan Book came forward and said that he was the Republican candidate for the 128th District. He said that there were some who claimed that he talks about himself. However, he has spoken to the Council about the WPCA and the City Tax Liens. He spoke about the late interest charges on WPCA bills or City taxes that are levied against the home owners. Many years ago, 18% was different but now there are many other City taxes and levies. He pointed out that 18% was the maximum and suggested that it be reduced to 12% or even totally eliminated.

**Scott Kjellberg**  
Bridgeport Energy/Emera Energy  
10 Atlantic Street  
Bridgeport, CT 06604

Bridgeport Energy and introducing  
the new plant manager.

Council President Nieves called Mr. Kjellberg's name. There was no response. She repeated her call two more times with no response.

### ADJOURNMENT

Council President Nieves closed the public speaking portion at 7:09 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL MEETING  
MONDAY, AUGUST 6, 2018**

**7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut**

Council President Nieves called the City Council to order at 7:15 p.m.

**PRAYER**

Council President Nieves requested Council Member McBride-Lee to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Council President Nieves requested Council Member Langan to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

130<sup>th</sup> District: Christina Smith, Pete Spain  
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A quorum was present.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

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**155-17** Resolution presented by Council Member(s) Martinez, Newton, Herron and N. Smith re: Proposed resolution regarding downloadable 3-D Printed Firearms and Ghost Guns, referred to Ordinance Committee.

Council Member Newton requested that Agenda Item 144-17 be removed for Immediate Consideration.

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO CONSOLIDATE THE FOLLOWING ITEMS FROM THE COMMUNICATIONS TO BE REFERRED TO COMMITTEES AND THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**137-17** COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – WR GROUP 430 HUNTINGTON TURNPIKE LLC RE: 420 HUNTINGTON TPK., REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**138-17** COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – COOPERATIVE LAND & LEASE LLC RE: 434 GRAND STREET, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**139-17 COMMUNICATION FROM ENGINEERING RE: PROPOSED RESOLUTION REGARDING THE SAFETY AND TRAFFIC OPERATION IMPROVEMENTS ON MAIN STREET AT SUMMIT STREET INTERSECTION AND REMOVAL OF MEDIAN ON THE SOUTHBOUND APPROACH AS PART OF THE 15-360 MAIN STREET SIGNAL PROJECT, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**140-17 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF ANNE M. CUNNINGHAM (R) TO THE LIBRARY BOARD OF DIRECTORS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**141-17 COMMUNICATION FROM LIBRARY RE: APPOINTMENT OF ERIC TORRES (U) TO THE LIBRARY BOARD OF DIRECTORS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**142-17 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF SAUDA EFIA BARAKA (R) TO THE LIBRARY BOARD OF DIRECTORS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**143-17 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF THOMAS R. ERRICHETTI (D) TO THE LIBRARY BOARD OF DIRECTORS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**146-17 COMMUNICATION FROM CITY ATTORNEY RE: (REF. #67-13 & 69-16) PROPOSED ADDENDUM TO THE CURRENT BARGAINING UNIT CONTRACT WITH THE BRIDGEPORT FIREFIGHTERS IAFF LOCAL 834, REFERRED TO CONTRACTS COMMITTEE.**

**147-17 COMMUNICATION FROM EMERGENCY MANAGEMENT & HOMELAND SECURITY RE: PROPOSED RESOLUTION FOR THE UTILIZATION OF APPROVED CAPITAL FUNDING TO HIRE FEDERAL ENGINEERING, INC. FOR THE CITY'S LAND, MOBILE AND RADIO (LMR) INFRASTRUCTURE PROJECT, REFERRED TO CONTRACTS COMMITTEE.**

**150-17 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CENTER FOR DISEASE CONTROL (CDC) FOR RACIAL AND ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH) GRANT PROGRAM (#19322), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**151-17 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) DISCRETIONARY GRANT PROGRAM (#9P663), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**152-17 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT FOR FY 2018 JUVENILE REVIEW BOARD GRANT PROGRAM (#19246), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**145-17 RESOLUTION PRESENTED BY COUNCIL MEMBER JACKSON RE: PROPOSED RESOLUTION REQUESTING THE INSTALLATION OF A CROSSWALK AND STOP SIGN BE PLACED ON NOBLE AVENUE AND WAVERLY PLACE, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**149-17 RESOLUTION PRESENTED BY COUNCIL MEMBER JACKSON RE: PROPOSED RESOLUTION REQUESTING THE ESTABLISHMENT OF A BULLYING PREVENTION TASK FORCE IN THE BRIDGEPORT PUBLIC SCHOOL DISTRICT, REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.**

**153-17 RESOLUTION PRESENTED BY COUNCIL MEMBER SPAIN RE: PROPOSED RESOLUTION REQUESTING THAT THE STRETCH OF PUBLIC ROAD AROUND ST. MARY'S BY THE SEA FROM THE EDGE OF THE PROPERTY LINE OF THE BLACK ROCK YACHT CLUB TO THE EDGE OF THE PROPERTY LINE OF 923 GILMAN STREET BE DESIGNATED AS EAMES BOULEVARD, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**155-17 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ, NEWTON, HERRON AND N. SMITH RE: PROPOSED RESOLUTION REGARDING DOWNLOADABLE 3-D PRINTED FIREARMS AND GHOST GUNS, REFERRED TO ORDINANCE COMMITTEE.**

**154-17 COMMUNICATION FROM OPED RE: PROPOSED STREET DISCONTINUANCE AND ACCEPTANCE OF A PORTION OF MICHAEL STREET, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**\*\* COUNCIL MEMBER LANGAN SECONDED.**

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

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

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Council President Nieves asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Vizzo-Paniccia requested that Agenda Item 122-17 be removed from the Consent Calendar. Council Member Langan requested that Agenda Item 135-17 be removed from the Consent Calendar.



Council Member Langan then asked for clarification on the DENIALS. Atty. Anastasi reminded everyone that the motion to Deny received a unanimous vote in Committee and it was actually a recommendation that the Committee was making to the full Council.

Council Member Martinez requested that Agenda Items 34-17; 35-17 and 117-17 be removed and tabled to Unfinished Business.

**122-17 Public Safety and Transportation Committee Report re: Resolution regarding the Sidewalk Repair Pilot Program Cost Estimates (Third Round).**

**\*\* COUNCIL MEMBER NEWTON MOVED TO APPROVE AGENDA ITEM 122-17 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE SIDEWALK REPAIR PILOT PROGRAM COST ESTIMATES (THIRD ROUND).**

**\*\* COUNCIL MEMBER JACKSON SECONDED.**

**\*\* THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (C. SMITH, BANTA, TAYLOR-MOYE, BROWN, LANGAN, DEFILIPPO, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, NIEVES, VALLE, JACKSON, N. SMITH, MARTINEZ, AND NEWTON) AND TWO (2) AGAINST (SPAIN AND VIZZO-PANICCIA).**

Council Member Langan said that he wanted to hear why Council Member Vizzo-Paniccia pulled it off the agenda. Council Member Vizzo-Paniccia said that she wanted to vote against the proposal. Council President Nieves reminded everyone that the vote had already been taken. Atty. Anastasi pointed out that the Council Rules only require a reason to be given for abstentions.

Council Member Langan said that he had wanted to hear the discussion before voting.

**135-17 Contracts Committee Report re: First Amendment to the Lease with Wonderland of Ice Associates, Inc. ("The Lease Parties).**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.**

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

Council Member Langan said that he was not at the Committee meeting because he was out of town. He said that it states in the minutes that the building is owned by the City and rented by the Wonderland of Ice but the City still has liability.

Council Member Banta said that Atty. Rizio, who represented the Wonderland of Ice, was present. Atty. Anastasi said that this was an amendment to the original agreement. Under the agreement, Wonderland of Ice carries liability insurance. The original contractor was given State money but never finished the repairs. They have just agreed on a stable rent and includes profit sharing. Mark said that under the prior lease, the City was responsible for capital repairs, but the new agreement the responsibility has shifted to the Wonderland of Ice.

Council Member Jackson asked if the rent was current. Atty. Rizio said that he believed that they were. She said that Mr. Ricci had brought a list of properties that were delinquent and Wonderland of Ice was on the list. Atty. Anastasi said that if a City owned property was delinquent, the City would handle it. He also pointed out that Atty. Liskov was the one handling the contracts and that he would not allow the contract to go forward unless all the bills were current. However, he added that he would look into this before the contract was finalized and report back to the Council.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 135-17 CONTRACTS COMMITTEE REPORT RE: FIRST AMENDMENT TO THE LEASE WITH WONDERLAND OF ICE ASSOCIATES, INC. ("THE LEASE PARTIES) PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER MARTINEZ MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

**\*116-17 CONTRACTS COMMITTEE REPORT RE: (REF. #186-15 & #187-15) PROFESSIONAL SERVICES AGREEMENT WITH WXY ARCHITECTURE + URBAN DESIGN FOR THE IMPLEMENTATION OF VARIOUS DOWNTOWN CAPITAL PLAN IMPROVEMENTS.**

**\*129-17 CONTRACTS COMMITTEE REPORT RE: AGREEMENT BETWEEN THE OFFICE OF THE COMPTROLLER FOR THE STATE OF CONNECTICUT AND THE CITY OF BRIDGEPORT, OXFORD HEALTH PLANS, LLC, CAREMARK PCS HEALTH, LLC AND CIGNA HEALTH AND LIFE INSURANCE COMPANY.**

**\*132-17 CONTRACTS COMMITTEE REPORT RE: GREATER BRIDGEPORT REGIONAL RECYCLING INTERLOCAL AGREEMENT REGARDING THE CITY'S RENEWAL OF MEMBERSHIP IN THE MULTI-TOWN GROUP KNOWN AS (SWEROC).**

**\*61-17 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION REQUESTING THE CREATION OF AN AD HOC CASINO COMMITTEE, DENIED.**

**\*113-17 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION CONCERNING A REVIEW OF THE COMMUNITY ENVIRONMENT BENEFITS AGREEMENT (CEMA), DENIED.**

**\*130-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION GLENN FELISKO.**

**\*133-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF ROSALINA ROMAN-CHRISTY (D) TO THE**

**BRIDGEPORT ENVIRONMENTAL TASK FORCE AS IN ACCORDANCE WITH SECTION 2.124.030 OF THE BRIDGEPORT CODE OF ORDINANCES.**

**\*134-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHN FRANCIS HENNESSY JR. (D) TO THE BRIDGEPORT ENVIRONMENTAL TASK FORCE AS IN ACCORDANCE WITH SECTION 2.124.030 OF THE BRIDGEPORT CODE OF ORDINANCES.**

**\*\* COUNCIL MEMBER LANGAN SECONDED.**

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

**\*\* COUNCIL MEMBER NEWTON MOVED TO SUSPEND THE RULES TO CONSIDER AGENDA ITEM 144-17 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON, NIEVES, MARTINEZ, JACKSON AND LANGAN RE: PROPOSED RESOLUTION REGARDING CONNECTICUT "CLEAN SLATE" LEGISLATION FOR CITIZEN RE-ENTRY, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE FROM RESOLUTIONS TO BE REFERRED TO BOARDS AND COMMISSIONS.**

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

**THE MOTION PASSED WITH ONE (1) IN OPPOSITION (SPAIN).**

*Council Members Martinez and Zambrano-Viggiano left the meeting.*

**144-17 Resolution presented by Council Member(s) Newton, Nieves, Martinez, Jackson and Langan re: Proposed resolution regarding Connecticut "Clean Slate" Legislation for Citizen Re-entry, referred to Public Safety and Transportation Committee.**

Council Member Vizzo-Paniccia said that she was looking for clarification as to why this was being placed for immediate consideration. She will be voting against it.

Council Member McBride-Lee said that she wanted to know how many offenses it would take before their record was no longer expunged. She also wanted to know what the definition of "low level crime". She asked if there was any information given out.

Council Member Lyons said that there were clearly many questions and that this issue should be sent to Committee for more information and no one seems to exactly know what this will cover. She said that she would appreciate it when a Council Member brings a resolution forward, it should be sent to the Council President and that all the Council Members should receive copies of it.

Council Member Langan said that he had sent this out on July 16th and there was a request for anyone else who wanted to co-sponsor the item. He said that he could hear the concerns. He said that he believed that everyone could get behind this. He said that when people are leaving prison, they may be denied access to housing or other services because of their criminal record. He then read a section from Clean Slate Legislation proposal.

Council Member N. Smith said that it was unclear what low-level crimes were.

Council Member Taylor-Moye pointed out that there were a number of people coming out of the system who were unable to get any types of jobs. This encourages people to not become repeat offenders. She said that she felt this was a good resolution and had signed on to this.

Council Member Vizzo-Paniccia said that if someone wanted to make a statement, it should be in letter form. All these resolutions just make more work for everyone. If it needs immediate consideration because of time, then it can be considered.

Council Member Spain asked why this item needed to be immediately considered.

Council Member Newton said that the Council suspends the rules all the time for issues that the attorneys bring to the Council. He said that this was encouraging the Bridgeport delegation to support this type of resolution. It addresses misdemeanors that are on peoples' records.

This was sent to every Council Member and if they chose not to read it, then that was their choice.

Council Member McBride-Lee said that she thought that this was a good thing but she did not want someone telling her how she should vote. Anything she votes on, she will have to live with will support it, but she will vote as she sees fit.

Council Member Spain said that the item went to the Miscellaneous. Matters. While he supports what Council Member Newton is doing, but wishes it was not being brought forward for Immediate Consideration.

Council Member C. Smith said for the record, she felt it should have gone to Committee, but would support it.

A Roll Call Vote was requested.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 144-17 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON, NIEVES, MARTINEZ, JACKSON AND LANGAN RE: PROPOSED RESOLUTION REGARDING CONNECTICUT "CLEAN SLATE" LEGISLATION FOR CITIZEN RE-ENTRY, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE PASSED WITH THIRTEEN (13) IN FAVOR (C. SMITH, SPAIN, BANTA, TAYLOR-MOYE, BROWN, LANGAN, MCBRIDE-LEE, ROMAN-CHRISTY, NIEVES, VALLE, JACKSON, N. SMITH, NEWTON) AND THREE (3) AGAINST (DEFILIPPO, LYONS AND VIZZO-PANICCIA).**

**ITEM FOR IMMEDIATE CONSIDERATION:**

**148-17           Communication from Airport re: Proposed Resolution regarding the Airport Master Plan Update, Pavement Management Plan and FAR Part 150 NEM Acceptance of FAA Grants, FOR IMMEDIATE CONSIDERATION.**

Council President Nieves explained that the airport had not been informed of the grant opportunity and timeliness is a factor as there is a deadline.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO WAIVE AGENDA ITEM 148-17 COMMUNICATION FROM AIRPORT RE: PROPOSED RESOLUTION REGARDING THE AIRPORT MASTER PLAN UPDATE, PAVEMENT MANAGEMENT PLAN AND FAR PART 150 NEM ACCEPTANCE OF FAA GRANTS, FROM THE COMMITTEE REFERRAL REQUIREMENT DUE TO THE NEED FOR IMMEDIATE CONSIDERATION.**

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

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

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AGENDA ITEM 148-17 COMMUNICATION FROM AIRPORT RE: PROPOSED RESOLUTION REGARDING THE AIRPORT MASTER PLAN UPDATE, PAVEMENT MANAGEMENT PLAN AND FAR PART 150 NEM ACCEPTANCE OF FAA GRANTS, FOR IMMEDIATE CONSIDERATION.**

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

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

**156-17 Communication from City Attorney re: Update on Pending Litigation and Possible Action in the Matter of Twila Williams, FOR IMMEDIATE CONSIDERATION.**

Council Member Brown announced he was abstaining from the matter due to the fact that he knows the party involved.

*Council Member Brown recused himself from the meeting at 8:17 p.m.*

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ENTER INTO EXECUTIVE SESSION WITH THE CITY ATTORNEY C. MEYER AND ATTORNEYS LAWRENCE OUELLETTE AND MARK ANASTASI FOR A REPORT TO THE CITY COUNCIL REGARDING THE STATUS OF PENDING SETTLEMENT NEGOTIATIONS IN THE MATTER OF TWILA WILLIAMS V. CITY OF BRIDGEPORT FIRE DEPARTMENT, ET. AL.**

**\*\* COUNCIL MEMBER N. SMITH SECONDED.**

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

The Council Members, City Attorney C. Meyer and Attorneys Lawrence Ouellette and Mark Anastasi entered into Executive Session regarding pending litigation in the matter of Twila Williams v. City of Bridgeport Fire Department, et. Al at 8:18 p.m. They returned to public session at 8:41 p.m. No action was taken during the Executive Session.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO AUTHORIZE THE CITY ATTORNEY TO PROCEED IN ACCORDANCE WITH THE LEGAL STRATEGIES DISCUSSED IN EXECUTIVE SESSION REGARDING THE MATTER OF TWILA WILLIAMS V. CITY OF BRIDGEPORT FIRE DEPARTMENT, ET. AL.**

- \*\* COUNCIL MEMBER N. SMITH SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

*Council Member Brown rejoined the meeting at 8:42 p.m.*

**MATTERS TO BE ACTED UPON:**

**59-17 Joint Committee on Miscellaneous Matters and Budget & Appropriations Report re: Petition from Reverend Francis Asante re: Tax Abatement for Victory Bible Church International located at 850 Norman Street, DENIED.**

Council Member Langan then gave a summary of the events surrounding this issue. He explained that he was uncomfortable with both the process and the fact that the Church was not allowed to speak to the Council Committee. There is a lengthy legislative route involved.

Atty. Anastasi said that the Church has retained an attorney that is working with Atty. Liskov. He added that Mr. Flatto was working with Webster Bank about this. Mark said that they would be working with the church and would inform the Council if this is favorably resolved.

Council Member Vizzo-Paniccia said that the Tax Assessor, the Comptroller, and the administration were working to bring this issue through the process.

Council Member Taylor-Moye said that the City Attorney's who were at the meeting were committed to helping the church out. The Council members should be proud that they helped the Church with this issue.

**\*\* COUNCIL MEMBER NEWTON MOVED TO APPROVAL THE DENIAL OF AGENDA ITEM 59-17 JOINT COMMITTEE ON MISCELLANEOUS MATTERS AND BUDGET & APPROPRIATIONS REPORT RE: PETITION FROM REVEREND FRANCIS ASANTE RE: TAX ABATEMENT FOR VICTORY BIBLE CHURCH INTERNATIONAL LOCATED AT 850 NORMAN STREET.**

**\*\* COUNCIL MEMBER N. SMITH SECONDED.**

**\*\* THE MOTION PASSED WITH ELEVEN (11) IN FAVOR (BANTA, TAYLOR-MOYE, DEFILIPPO, LYONS, VIZZO-PANICCIA, ROMAN-CHRISTY, NIEVES, VALLE, JACKSON, N. SMITH AND NEWTON) AND FIVE (5) AGAINST (C. SMITH, SPAIN, MCBRIDE-LEE BROWN AND LANGAN).**

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: June 4, 2018 and June 18, 2018**

**\*\* COUNCIL MEMBER NEWTON MOVED TO APPROVE THE CITY COUNCIL MINUTES FOR JUNE 4, 2018 AND JUNE 18, 2018.**

**\*\* COUNCIL MEMBER BROWN SECONDED.**

**\*\* THE MOTION TO APPROVE THE CITY COUNCIL MINUTES FOR JUNE 4, 2018 AND JUNE 18, 2018 AS SUBMITTED PASSED UNANIMOUSLY.**

**ADJOURNMENT.**

- \*\* COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**
- \*\* COUNCIL MEMBER N. SMITH SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 8:52 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Service



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

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

Log ID/Item number: 156-17  
Submitting Department / Contact Name: Mark T. Anastasi, Esquire, City Attorney's Office  
Subject: Update on Pending Litigation and Possible Action in the matter of Twila Williams.  
Referred to Committee: Immediate Consideration  
City Council Date: August 6, 2018

Attest:

August 6, 2018

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

8/15/18

RECEIVED  
CITY CLERKS OFFICE  
18 AUG 16 PM 1:53  
ATTEST  
CITY CLERK



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18 AUG -7 AM 9:39  
ATTEST  
CITY CLERK

MOTION to go into Executive Session

With the City Attorney Meyer and Attorneys Lawrence Ouellette and Mark Anastasi for a Report to the City Council regarding the status of pending settlement negotiations in the Matter of Twila Williams v. City of Bridgeport Fire Department, et. al.

and

To discuss strategies to recoup settlement funds by the City of Bridgeport from potentially liable indemnity parties and/or insurance carriers.

MOTION to authorize the City Attorney

To proceed in accordance with the legal strategies discussed in Executive Session.

CITY OF BRIDGEPORT  
**OFFICE OF THE CITY ATTORNEY**

**CITY ATTORNEY**  
R. Christopher Meyer

999 Broad Street  
Bridgeport, Connecticut 06604-4328

**DEPUTY CITY ATTORNEY**  
John P. Bohannon, Jr.

**ASSISTANT CITY ATTORNEYS**  
Michael C. Jankovsky  
Eroll V. Skyers  
Tamara J. Titre

**ASSOCIATE CITY ATTORNEYS**  
Mark T. Anastasi  
Richard G. Kascak, Jr.  
Bruce L. Levin  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Tyisha S. Toms  
Lisa R. Trachtenburg



August 2, 2018

**OF COUNSEL**  
Russell Liskov  
Ronald J. Pacacha

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

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

**Re: Update from the City Attorney's Office and Possible Action by the City Council concerning the Matter of Twila Williams v. City of Bridgeport, et. al.**

Dear Councilpersons:

There have been significant recent legal developments in the above-referenced pending litigation matter that are both time sensitive and that warrant prompt Executive Session consultation between the City Attorney's Office and the City Council. The City Council may be requested to consider taking appropriate action following such Executive Session.

**Kindly ADD this matters to the Agenda for the Monday, August 6, 2018 City Council meeting, either via an ADDENDUM authorized by City Council President Nieves, or by a 2/3 majority vote off the floor.**

Associate City Attorney Lawrence Ouellette, together with City Attorney R. Christopher Meyer and/or other members of the City Attorney's Office legal staff, will be in attendance next Monday evening to address this matter with the Council.

Thank you for your consideration and assistance.

Very truly yours,

*Mark T. Anastasi, Esq. /ck*  
Mark T. Anastasi, Esq.

Cc: Mayor Joseph Ganim  
Daniel Shamas, Chief of Staff  
Lydia Martinez, City Clerk  
Frances Ortiz, Asst. City Clerk  
R. Christopher Meyer, City Attorney  
Lawrence Ouellette, Assoc. City Attorney

RECEIVED  
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TEST  
CITY CLERK



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

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

Log ID/Item number: 148-17  
Submitting Department / Contact Name: Sikorsky Memorial Airport / Michelle Muoio, PMP, Airport Manager  
Subject: Proposed Resolution regarding the Airport Master Plan Update, Pavement Management Plan and FAR Part 150 NEM Acceptance of FAA Grants.  
Referred to Committee: Immediate Consideration  
City Council Date: August 6, 2018

Attest:

Lydia N. Martinez, City Clerk

August 6, 2018

Date

Approved by:

Joseph P. Ganim, Mayor

Date

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**CITY of BRIDGEPORT**  
**SIKORSKY**  
MEMORIAL AIRPORT



Administrative Office - 1000 Great Meadow Road - Stratford, CT 06615  
Telephone (203) 576-8162 - Fax (203) 576-8166

July 30, 2018

Lydia Martinez  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 30 PM 3:47  
ATTEST  
CITY CLERK

RE: **Igor I. Sikorsky Memorial Airport  
Airport Master Plan Update/Pavement Study and FAR Part 150 NEM Update  
Grant Acceptance**

Dear City Clerk Lydia Martinez,

Attached please find a resolution, grant summary, and project narrative documents regarding Federal Aviation Administration (FAA) grant offers to conduct an Airport Master Plan, Pavement Management Plan, and Part 150 Noise Exposure Map Update at Igor I. Sikorsky Memorial Airport. We respectfully request that these be added as an item to the City Council's meeting agenda on Monday, August 6, 2018 **for immediate consideration** in order to comply with FAA grant acceptance deadlines.

Information regarding the need for immediate consideration of this item will be shared with members of the City Council prior to the meeting. Please let me know if you have any questions.

Sincerely,

Michelle Muoio, PMP  
Airport Manager

Enc: as stated

cc: John Ricci, Department of Public Facilities Director  
Francis Ortiz, Assistant City Clerk

**Resolution by the Bridgeport City Council**

**Regarding the**

**Sikorsky Memorial Airport**

**Acceptance of FAA Grants**

**WHEREAS**, the Igor I. Sikorsky Memorial Airport requires an updated Airport Master Plan, Pavement Management Program, and FAR Part 150 Noise Exposure Map Update to comprehensively evaluate current needs and develop regulatory compliant solutions that will optimize and promote the financial self-sufficiency of the airport; and

**WHEREAS**, the most current Airport Master Plan and FAR Part 150 Noise Exposure Map studies were completed in 1995 and 1988, respectively, and are considered obsolete by industry standards; and

**WHEREAS**, the Igor I. Sikorsky Memorial Airport's participation in Federal Aviation Administration's (FAA) Airport Improvement Program (AIP) helps fund necessary planning studies and airport capital improvements and requires participating airports maintain current studies and plans; and

**WHEREAS**, the FAA through the AIP is offering two separate grants to the City of Bridgeport to update Igor I. Sikorsky Memorial Airport's Airport Master Plan/Pavement Management Program and FAR Part 150 Noise Exposure Map Update and requires the grants to be accepted and executed no later than August 24, 2018, which requires immediate consideration if City Council is desirous of accepting these grants and performing these studies.

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

1. That it is cognizant of the City of Bridgeport's intention to accept the FAA's grant offerings and to conduct an Airport Master Plan Update, Pavement Management Plan, and Part 150 Noise Exposure Map Update and these grants will require a relatively small local match as authorized by the Office of Policy and Management.
2. That it hereby authorizes, directs and empowers Joseph P. Ganim, Mayor, or his designee to accept and execute grants and associated agreements to conduct an Airport Master Plan Update, Pavement Management Plan, and Part 150 Noise Exposure Map Update and to execute such other contracts, amendments, and documents as may be necessary to perform these studies.



**CITY of BRIDGEPORT**  
**SIKORSKY**  
 MEMORIAL AIRPORT



**GRANT SUMMARY**

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PROJECT TITLE: **Airport Master Plan/Airport Layout Plan Update and Airport Pavement Management Program**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Public Facilities – Sikorsky Memorial Airport**

CONTACT NAME: **Michelle Muoio**

PHONE NUMBER: **203-576-8163**

**PROJECT SUMMARY/DESCRIPTION:** The Igor I. Sikorsky Memorial Airport, a subgroup of the City of Bridgeport Public Facilities Department, is seeking funding to conduct several critical studies to be performed by the airport’s current consultant and subconsultants. Funding will come from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) in the form of a grant. Funding will cover data collection, plan development, airport usage and alternatives analysis, technical drawing development, and stakeholder and public involvement. The studies will ensure the City of Bridgeport has an effective, professionally developed strategy for managing and improving the airport over a 20-year period.

FUNDING SOURCES (include matching/in-kind funds):	
Federal:	\$ 450,000
State:	\$ 21,063
City:	\$ 34,695
Other:	\$ 51,822

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Equipment:	\$ 0
Contractual:	\$ 0
Other:	\$ 0

IN-KIND MATCH PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Equipment:	\$ 0
Other:	\$ 0

Igor I Sikorsky Memorial Airport (BDR)  
Bridgeport, CT  
Airport Master Plan & Pavement Management Program

## Supplemental Narrative Page

**Project Description:** This project includes a comprehensive update to the Airport Master Plan, as well as a new Airport Pavement Management Program (PMP). The master plan includes an Airport Geographic Information System (AGIS) following the FAA requirements for survey, imagery, and obstruction data submission, and will also provide new airport mapping. The master plan includes all FAA standard components, including a detailed public outreach program, and a full Airport Layout Plan (ALP) drawing set following the FAA SOP. The PMP will provide new Pavement Condition Index (PCI) survey for the complete airfield, a detailed maintenance plan, schedule, and cost estimates. The full study scope of work and negotiated fee is included in this Grant Application.

**Cost Breakdown:** The detailed cost breakdown for all study components is attached below. The overall cost for consulting services is \$557,580:

- Airport Master Plan: \$498,111
- Pavement Management Program: \$59,469

**Project Schedule:** Overall it is estimated this project will be completed over an 18 month schedule, from notice to proceed to close-out. The schedule will be coordinated with the FAR 150 Noise Exposure Map (NEM) Update study. The detailed scope of work lists all tasks and meetings to be integrated throughout the project schedule.

**Environmental Status:** Planning studies are considered to be an administrative Categorical Exclusion (CATEX) under NEPA.

**Disadvantage Business Enterprise Status:** The sponsor intends to update the current DBE plan of file with the FAA before the end of FY2018 following current FAA requirements. For this study, two certified federal DBE firms will conduct components of the study including Fitzgerald & Halliday and DKMG (see organizational chart). These firms together will provide a DBE accomplishment of over 11%.

**Coordination with CAA:** The Sponsor has coordinated with the Connecticut Airport Authority (CAA). CAA assisted BDR with review of consultant qualifications and participated in the project scoping process. CAA is also providing BDR with funding for a-portion of the non-federal share of the project costs.

**Exhibit A Statement:** There has been no change in the previous Exhibit A Property Map. This planning study will have no impact of airport property.

I hereby certify that the Exhibit A Property Map on file with the FAA is to the best of my knowledge, the current information as of this date. The above mentioned Exhibit A Property Map is, therefore, incorporated into the Grant Application by reference and made a part thereof.



**CITY of BRIDGEPORT**  
**SIKORSKY**  
 MEMORIAL AIRPORT



**GRANT SUMMARY**

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PROJECT TITLE: **Part 150 Noise Exposure Map Update**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Public Facilities – Sikorsky Memorial Airport**

CONTACT NAME: **Michelle Muoio**

PHONE NUMBER: **203-576-8163**

**PROJECT SUMMARY/DESCRIPTION:** The Igor I. Sikorsky Memorial Airport, a subgroup of the City of Bridgeport Public Facilities Department, is seeking funding to conduct a critical noise analyses to be performed by the airport’s current consultant and subconsultants. Funding will come from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) in the form of a grant. Funding will cover data collection, analysis, technical drawing development, and stakeholder and public involvement. The studies will ensure the City of Bridgeport has an effective, professionally developed strategy for noise control and compatibility planning.

FUNDING SOURCES (include matching/in-kind funds):	
Federal:	\$ 170,435
State:	\$ 0
City:	\$ 18,937
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Equipment:	\$ 0
Contractual:	\$ 0
Other:	\$ 0

IN-KIND MATCH PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Equipment:	\$ 0
Other:	\$ 0



Igor I Sikorsky Memorial Airport (BDR)  
Bridgeport, CT  
FAR Part 150 Noise Exposure Map (NEM) Update

## Supplemental Narrative Page

**Project Description:** This project includes development of new Noise Exposure Maps (NEM) for current and 5-year forecast activity following the requirement of FAR Part 150. The NEM will be based on FAA approved forecasts developed in the Master Plan Update and will be presented to the interested parties including local and surrounding municipalities and the public. FAA will be consulted throughout the process for any necessary approval (e.g., aircraft substitutions). The full study scope of work and negotiated fee is included in this Grant Application.

**Cost Breakdown:** The detailed cost breakdown for all study components is attached below. The overall cost for consulting services is \$189,372.

**Project Schedule:** Overall it is estimate this project will be completed over an 18 month schedule, from notice to proceed to close-out. The schedule will be coordinated with the Master Plan Update study. The detailed scope of work lists all tasks and meetings to be integrated throughout the project schedule.

**Environmental Status:** Planning studies are considered to be an administrative Categorical Exclusion (CATEX) under NEPA.

**Disadvantage Business Enterprise Status:** The sponsor intends to update the current DBE plan of file with the FAA before the end of FY2018 following current FAA requirements. For this study, a certified federal DBE firm, HMMH, will be conducting the noise modeling and participating the all study components (see organizational chart). The DBE accomplishment will be over 50%.

**Coordination with CAA:** The Sponsor has coordinated with the Connecticut Airport Authority (CAA). CAA assisted BDR with review of consultant qualifications and participated in the project scoping process. CAA is also providing BDR with funding for a portion of the non-federal share of the project costs.

**Exhibit A Statement:** There has been **no change** in the previous Exhibit A Property Map. This planning study will have no impact of airport property.

I hereby certify that the Exhibit A Property Map on file with the FAA is to the best of my knowledge, the current information as of this date. The above mentioned Exhibit A Property Map is, therefore, incorporated into the Grant Application by reference and made a part thereof.



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES  
Tax Collector

JOSEPH P. GANIM  
Mayor

**Comm. #137-17 Ref'd to Miscellaneous Matters Committee  
On 8/6/2018**

DATE: July 16, 2018  
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.

WR GROUP 430 HUNTINGTON  
TURNPIKE LLC  
PO BOX 677  
GREENWICH, CT 06836

REFERENCE 420 HUNTINGTON TPK

Refund due: \$10,611.12

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 16 PM 12:33  
CITY CLERK

**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 WR GROUP 430 HUNTINGTON

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2015

- 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.

**WR GROUP 430 HUNTINGTON  
 TURNPIKE LLC  
 PO BOX 677  
 GREENWICH, CT 06836**

**2015-01-0032311  
 2861--09A-----  
 420 HUNTINGTON TP**



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

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

The service exemption or Sec. 12-129 Refund of Excess Payments.  
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2016	21,222.24	0.00	0.00	0.00	21,222.24	
Total Paid	01/20/2017	31,833.36	0.00	0.00	0.00	31,833.36	-10,611.12 ***
Adjusted Refund		-10,611.12	0.00	0.00	0.00	10,611.12	

**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 10,611.12  
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 21 DAY OF June 2018

  
 \_\_\_\_\_  
**TAX COLLECTOR**

**ACTION TAKEN BY GOVERNING BODY**

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

First Selectman \_\_\_\_\_

Other Governing Body \_\_\_\_\_

Clerk \_\_\_\_\_

\*\*Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
 BRIDGEPORT, CT 06604



360 Rt 17M Suite 1  
Monroe, NY 10950

CASHIER'S CHECK

50-1363/219  
1150000006

NO. 006308

REMITTER LIST 2015 01 0032311 DATE 01/09/2017



PAY TO THE ORDER OF TAX COLLECTOR- CITY OF BRIDGEPORT

\$10,611.12

Ten Thousand Six Hundred Eleven and 12/100\*\*\*\*\*Two signatures required for \$5,000 and over

*[Handwritten Signature]*  
*[Handwritten Signature]*  
SIGNATURE

⑈006308⑈ ⑆021913639⑆ 1150000006⑈

Image Viewer

Page 1 of 1

Account: 1918085745

Webster (917) 207-3031

JANE E. GELB  
923 5TH AVENUE, APT. 68  
NEW YORK, NY 10021-2045

1-875/260 1367

DATE 1/2/17

PAY TO THE ORDER OF *Tax Collector City of Bridgeport* \$ 10,611.12  
*Ten Thous and + Six Hundred + Eleven <sup>12</sup>/<sub>100</sub> - DOLLARS*

BESSEMER TRUST COMPANY, N.A.  
530 FIFTH AVENUE  
NEW YORK, N.Y. 10111

MEMO

⑆026008756⑆ 02436⑆ 1367

LOOK FOR FRAUD DETERING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK. DETAILS ON BACK

Security Features:

- Heat Reactive Ink
- Microprint Line
- Chemically Sensitive Paper
- Chemical Wash Detection Area
- Signal Document Back Pattern
- Security Square
- Security Features
- Microprint Line
- Chemically Sensitive Paper
- Chemical Wash Detection Area
- Signal Document Back Pattern

484001 36 107 01/09/2017 00000  
0000480001

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

FOR DEPOSIT ONLY TO WITHIN NAMED PAYEE  
Webster Bank, N.A. Waterbury, CT 06720 >211170101<



CITY OF BRIDGEPORT  
**OFFICE OF THE TAX COLLECTOR**

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

**VERONICA JONES**  
Tax Collector

JOSEPH P. GANIM  
Mayor

**Comm. #138-17 Ref'd to Miscellaneous Matters Committee  
On 8/6/2018**

DATE: July 16, 2018  
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.

Cooperative Land & Lease LLC  
35 Hedgehog Road  
Trumbull, CT 06611  
Mr. Cooper Aka Nationstar Mortgage  
Attn: Tax Refund  
8950 Cypress Water Blvd  
Dallas, Texas 75019  
Loan #0633946744  
**REFERENCE : 434 GRAND ST**

Refund due: \$11,055.060

RECEIVED  
CITY CLERKS OFFICE  
19 JUL 16 PM 12:33  
ATTENT  
CITY CLERK

**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 COOPERATIVE LAND & LEASE LLC

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016
- 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.

COOPERATIVE LAND & LEASE LLC  
 35 HEDGEHOG RD  
 TRUMBULL, CT 06611  
 Mr. Cooper aka Nationsstar Mtg.

2016-01-0006876  
 1002--12A-----  
 434 GRAND ST



Aim: Tax Refunds  
 8950 Cypress Waters Blvd  
 Dallas, TX 75019  
 To  
 Loan # 0633946744

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

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

The service exemption or Sec. 12-129 Refund of Excess Payments.  
 (State reason -- Cross out service exemption if it does not apply)

*****							
		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2017	22,111.20	0.00	0.00	0.00	22,111.20	
Total Paid	05/16/2018	33,166.80	0.00	0.00	20.00	33,186.80	-11,055.60 ***
Adjusted Refund		-11,055.60	0.00	0.00	0.00	11,055.60	

**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 11,055.60  
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 11 DAY OF July 2018

**ACTION TAKEN BY GOVERNING BODY**

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

First Selectman \_\_\_\_\_

Other Governing Body \_\_\_\_\_

Clerk \_\_\_\_\_

\*\*Cross out abatement or refund as required.

Cooper Bank  
 (972) 956-6182

Mail To :  
 CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
 BRIDGEPORT, CT 06604

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CASHIER'S CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Remitter: BROS MGMT LLC

Date 05/16/2018

9853113249  
Void after 7 years

440

Pay To The Order Of: CITY OF BRIDGEPORT

Pay: ELEVEN THOUSAND SEVENTY FIVE DOLLARS AND 60 CENTS

\$\*\* 11,075.60 \*\*

Drawer: JPMORGAN CHASE BANK, N.A.

Do not write outside this box  
Memo: 1002-12A (138)  
Note: For information only. Comment has no effect on bank's payment.

*Ryan A. Crowley*  
Ryan A. Crowley, Managing Director  
JPMorgan Chase Bank, N.A.  
Columbus, OH



⑈9853113249⑈ ⑆044000037⑆ 758661433⑈



JOSEPH P. GANIM  
Mayor

## CITY OF BRIDGEPORT ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace  
Bridgeport, Connecticut 06604-4023  
Telephone (203) 576-7211  
Fax (203) 576-7154

JON URQUIDI  
City Engineer

Comm. #139-17 Ref'd to Public Safety & Transportation Committee  
On 8/6/2018

July 17, 2018

Honorable Body of the City Council  
Bridgeport, Connecticut

**Re: Main Street at Summit Street Intersection  
Safety and Traffic Operation Improvements**

Ladies and gentlemen:

The Engineering Department is currently working on replacement of traffic signals along Main Street from Old Town Road to South Frontage Road, a distance of approximately 4 miles and including a total of 21 intersections. The purpose of this project is to improve safety, traffic operations, signal system efficiency to reduce vehicle delays, improve air quality, and offer replacement for antiquated signal equipment.

As part of traffic safety and operational improvements at the Main Street and Summit Street intersection, we are requesting your approval for removing a segment of the median along Main Street from Summit Street to Savoy Street, a distance of approximately 120 feet. The removal of this portion of median is necessary to provide an adequate and safe storage lane for left turning vehicles without impacting through travel and on-street parking that serves the abutting businesses.

Currently the median is cut back about 35 feet from the north side of intersection approach, providing inadequate storage for a large number of vehicles turning left (approximately 250 vehicles in the peak hour) onto Summit Street. The current non-standard/non-conforming, and non-functional left turn lane geometry also creates a major safety problem for through traffic on Main Street during peak hours as left turning vehicles are at times encroaching and occupying the through lane. This undesirable/unsafe condition has resulted in left turn / through movement conflict with the adjacent on-street parking, all contributing to numerous crashes at the intersection.

Based on our engineering review of the accident history and crash type at this intersection, there were 17 recent accidents reported. The following accident types (rear end, overtake, and right angle) had a noticeably higher rate of occurrence at this location than the average of similar intersections along Main Street. Approximately 33% of the rear end accidents and 50% of the overtake accidents reported at this intersection involved vehicles traveling on Main Street southbound. Constructing an exclusive left-turn lane with adequate storage and implementing a separate left-turn signal phasing for southbound Main Street can reduce the frequency of these collision types as left-turning vehicles are separated from through traffic.

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 17 PM 3:09  
TEST  
CITY CLERK

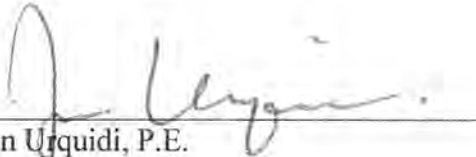


Re: Main Street at Summit Street Intersection  
Safety and Traffic Operation Improvements

In consideration for removal of the median and construction of an improved turning lane at this intersection, it is apparent that both safety and traffic operating conditions can be improved. Median removal will also allow for creating more parking for the adjacent businesses. Subsequently, the need for providing an adequate left turn bay on Main Street Southbound approach will have a major positive impact on safety for motorists traveling through this portion of Main Street.

We are, therefore requesting that the City Council approve the Resolution attached. Should you have any questions, please do not hesitate to contact the Engineering Department.

Very truly yours,



Jon Urquidi, P.E.  
City Engineer

PDP/ju

cc: Pawel Papazachariu, Traffic Engineer, LTA  
Mike Boutte, Traffic Signal Superintendent

**RESOLUTION  
OF THE  
BRIDGEPORT CITY COUNCIL  
REGARDING THE  
SAFETY AND TRAFFIC OPERATION IMPROVEMENTS  
ON MAIN STREET AT SUMMIT STREET  
REMOVAL OF MEDIAN ON THE SOUTHBOUND APPROACH  
AS PART OF THE 15-360 MAIN STREET SIGNAL PROJECT**

**WHEREAS**, the Intermodal Surface Transportation Efficiency Act allocates federal funds to urban areas for the purpose of implementing various transportation improvement projects, and federal-aid funds under the Surface Transportation Program are appropriated for use in the Bridgeport Urban Area each year, and the Connecticut Metropolitan Council of Governments (MetroCOG) is authorized to select projects for funding under the Surface Transportation Program: Urban Area (STPB) accounts.

**WHEREAS**, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area (STPB) and assists municipal sponsors in the conduct of a project concept review.

**WHEREAS**, the City of Bridgeport is proposing to install new traffic signals, update older traffic signals, and to integrate them into the existing traffic surveillance system on the Main Street corridor, and has obtained federal financial assistance under the Surface Transportation Program: Urban Area designated as STPB.

**WHEREAS**, the MetroCOG has endorsed the proposed project and to use federal funds available under the STPB.

**WHEREAS**, the removal of median on Main Street from Summit Street to Savoy Street work will be part of the 100% federal share cost and will be incorporated into the project.

**WHEREAS**, the removal of the median on Main Street from Summit Street to Savoy Street will be approved through the Board of Police Commissioners and endorsed by the Bridgeport Police Department.

**NOW THEREFORE BE IT RESOLVED** that the *Mayor* and the *city council* of the *City of Bridgeport* finds that the proposed removal of the median on Main Street from Summit Street to Savoy Street to be in the best interests of the *City of Bridgeport*, and will promote the health, safety and general welfare of its residents and provide convenience and safety of the motoring public.

**NOW THEREFORE BE IT FURTHER RESOLVED** that, based on the above information, the *Mayor* and the *city council* of the *City of Bridgeport* fully supports the proposed removal of median on Main Street from Summit Street to Savoy Street and will commit the necessary resources to ensure completion of the proposed project in an expeditious manner.

**FURTHERMORE**, the *Mayor* of the *City of Bridgeport*, or his duly authorized designee, is hereby authorized execute any and all documentation required to complete the proposed project.

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

\_\_\_\_\_  
(Duly Authorized Signature)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Please Print)

# BRIDGEPORT LIBRARY

925 Broad Street • Bridgeport, CT 06604 • (203) 576-7400

Board of Directors

James E. O'Donnell  
President  
Sauda Efia Baraka  
Vice President  
Thomas R. Errichetti  
Secretary / Treasurer  
Anne Cunningham  
Assistant Secretary  
Phylicia R. Brown  
Donald W. Greenberg  
Hon. William Holden  
Kenya Osborne-Gant  
Eric Torres\*  
(\* appointed pending  
City Council approval)

Directors Emeriti

John A. Arcudi\*  
Adele Jacobson\*  
Edward L. Kelley\*  
Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

July 20, 2018

The Honorable City Council  
c/o The Office of the City Clerk  
ATTN: Frances Ortiz  
45 Lyon Terrace, Room  
Bridgeport, CT 06604

Re: Re-Appointment of Anne M. Cunningham to Board of Directors of  
The Bridgeport Public Library and Reading Room

Dear Council Members:

Please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Mrs. Anne M. Cunningham was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 20, 2018 to continue to serve as a Director for a term of three years ending June 30, 2021 and until her successor has been appointed and qualified. Mrs. Cunningham is a Republican elector of Bridgeport and her contact information is:

Anne M. Cunningham  
1110 Laurel Avenue  
Bridgeport, CT 06604  
Telephone: (203) 610-3147  
Email: [acunningham256@hotmail.com](mailto:acunningham256@hotmail.com)

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted to the Office of the Chief Administrative Officer. We have been advised that her appointment is pending for review by the Ethics Commission at its next meeting.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti  
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves  
([Aidee.Nieves@bridgeportct.gov](mailto:Aidee.Nieves@bridgeportct.gov))  
Council Library Liaison, Rosalina Roman-Christy  
([Rosalina.Roman-Christy@bridgeportct.gov](mailto:Rosalina.Roman-Christy@bridgeportct.gov))  
Assistant to CAO, Angel M. DePara, Jr.  
([Angel.DePara@Bridgeportct.gov](mailto:Angel.DePara@Bridgeportct.gov))

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 20 PM 12:35  
ATTEST  
CITY CLERK

# BRIDGEPORT LIBRARY

925 Broad Street ✦ Bridgeport, CT 06604 ✦ (203) 576-7400

## Board of Directors

James E. O'Donnell  
President  
Sauda Efiá Baraka  
Vice President  
Thomas R. Errichetti  
Secretary / Treasurer  
Anne Cunningham  
Assistant Secretary  
Phylicia R. Brown  
Donald W. Greenberg  
Hon. William Holden  
Kenya Osborne-Gant  
Eric Torres\*  
(\* appointed pending  
City Council approval)

## Directors Emeriti

John A. Arcudi\*  
Adele Jacobson\*  
Edward L. Kelley\*  
Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

July 20, 2018

The Honorable City Council  
c/o The Office of the City Clerk  
ATTN: Frances Ortiz  
45 Lyon Terrace, Room  
Bridgeport, CT 06604

Re: Appointment of Eric Torres to Board of Directors of  
The Bridgeport Public Library and Reading Room

Dear Council Members:

Please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Mr. Eric Torres has been appointed by unanimous vote of the Board of Directors of the Bridgeport Public Library and Reading Room to fill the unexpired term of Rosalina Roman-Christy, who has joined your ranks as a member of the City Council, for the remainder of her term of three years ending June 30, 2020 and until his successor has been appointed and qualified. Mr. Torres is an Unaffiliated elector of Bridgeport and his contact information is:

Eric Torres  
160 Parrott Avenue  
Bridgeport, CT 06606  
Telephone: (203) 520-1669  
Email: [Etorres@bridgeportedu.net](mailto:Etorres@bridgeportedu.net)

His Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted to the Office of the Chief Administrative Officer. We have been advised that his appointment is pending for review by the Ethics Commission at its next meeting.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti  
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves  
([Aidee.Nieves@bridgeportct.gov](mailto:Aidee.Nieves@bridgeportct.gov))  
Council Library Liaison, Rosalina Roman-Christy  
([Rosalina.Roman-Christy@bridgeportct.gov](mailto:Rosalina.Roman-Christy@bridgeportct.gov))  
Assistant to CAO, Angel M. DePara, Jr.  
([Angel.DePara@Bridgeportct.gov](mailto:Angel.DePara@Bridgeportct.gov))

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 20 PM 12:35  
ATTN: CITY CLERK

# BRIDGEPORT LIBRARY

925 Broad Street • Bridgeport, CT 06604 • (203) 576-7400

## Board of Directors

James E. O'Donnell  
President  
Sauda Efia Baraka  
Vice President  
Thomas R. Errichetti  
Secretary / Treasurer  
Anne Cunningham  
Assistant Secretary  
Phylcia R. Brown  
Donald W. Greenberg  
Hon. William Holden  
Kenya Osborne-Gant  
Eric Torres\*  
(\* appointed pending  
City Council approval)

## Directors Emeriti

John A. Arcudi\*  
Adele Jacobson\*  
Edward L. Kelley\*  
Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

July 20, 2018

The Honorable City Council  
c/o The Office of the City Clerk  
ATTN: Frances Ortiz  
45 Lyon Terrace, Room  
Bridgeport, CT 06604

Re: Re-Appointment of Sauda Efia Baraka to Board of Directors of  
The Bridgeport Public Library and Reading Room

Dear Council Members:

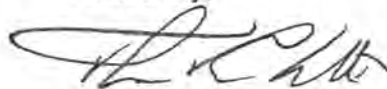
Please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Ms. Sauda Efia Baraka was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 20, 2018 to continue to serve as a Director for a term of three years ending June 30, 2021 and until her successor has been appointed and qualified. Ms. Baraka is a Republican elector of Bridgeport and her contact information is:

Sauda Efia Baraka  
85 Pinepoint Drive  
Bridgeport, CT 06606  
Telephone: (203) 371-8714  
Email: [sbaraka@bridgeportpubliclibrary.org](mailto:sbaraka@bridgeportpubliclibrary.org)

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted to the Office of the Chief Administrative Officer. We have been advised that her appointment is pending for review by the Ethics Commission at its next meeting.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti  
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves  
([Aidee.Nieves@bridgeportct.gov](mailto:Aidee.Nieves@bridgeportct.gov))  
Council Library Liaison, Rosalina Roman-Christy  
([Rosalina.Roman-Christy@bridgeportct.gov](mailto:Rosalina.Roman-Christy@bridgeportct.gov))  
Assistant to CAO, Angel M. DePara, Jr.

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 20 PM 12:35  
CITY CLERK

# BRIDGEPORT LIBRARY

925 Broad Street • Bridgeport, CT 06604 • (203) 576-7400

Board of Directors

James E. O'Donnell  
President  
Sauda Efa Baraka  
Vice President  
Thomas R. Errichetti  
Secretary / Treasurer  
Anne Cunningham  
Assistant Secretary  
Phylicia R. Brown  
Donald W. Greenberg  
Hon. William Holden  
Kenya Osborne-Gant  
Eric Torres\*  
(\* appointed pending  
City Council approval)

Directors Emeriti

John A. Arcudi\*  
Adele Jacobson\*  
Edward L. Kelley\*  
Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

July 20, 2018

The Honorable City Council  
c/o The Office of the City Clerk  
ATTN: Frances Ortiz  
45 Lyon Terrace, Room  
Bridgeport, CT 06604

Re: Re-Appointment of Thomas R. Errichetti to Board of Directors of  
The Bridgeport Public Library and Reading Room

Dear Council Members:

Please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Mr. Thomas R. Errichetti was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 20, 2018 to continue to serve as a Director for a term of three years ending June 30, 2021 and until his successor has been appointed and qualified. Mr. Errichetti is a Democrat elector of Bridgeport and his contact information is:

Thomas R. Errichetti  
85 Acton Rd  
Bridgeport, CT 06606-1602  
Telephone: (203) 218-4660  
Email: [terrighetti@snet.net](mailto:terrighetti@snet.net)

His Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted to the Office of the Chief Administrative Officer. We have been advised that his appointment is pending for review by the Ethics Commission at its next meeting.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti  
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves  
([Aidee.Nieves@bridgeportct.gov](mailto:Aidee.Nieves@bridgeportct.gov))  
Council Library Liaison, Rosalina Roman-Christy  
([Rosalina.Roman-Christy@bridgeportct.gov](mailto:Rosalina.Roman-Christy@bridgeportct.gov))  
Assistant to CAO, Angel M. DePara, Jr.  
([Angel.DePara@Bridgeportct.gov](mailto:Angel.DePara@Bridgeportct.gov))

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 20 PM 12:35  
ATTTEST  
CITY CLERK

**CITY ATTORNEY**  
R. Christopher Meyer

**OFFICE OF THE CITY ATTORNEY**

999 Broad Street  
Bridgeport, Connecticut 06604-4328

**DEPUTY CITY ATTORNEY**  
John P. Bohannon, Jr.

**ASSOCIATE CITY ATTORNEYS**

Mark T. Anastasi  
Richard G. Kascak, Jr.  
Bruce L. Levin  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Tyisha S. Toms  
Lisa R. Trachtenburg



**ASSISTANT CITY ATTORNEYS**

Michael C. Jankovsky  
Eroll V. Skyers  
Tamara J. Titre

**OF COUNSEL**

Russell Liskov  
Ronald J. Pacacha

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

July 30, 2018

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

Re: Resolution

Dear City Clerk:

Attached please find an Addendum and Resolution for the Bridgeport Firefighters IAFF Local 834 Union Contract to be put on the Agenda for referral to the Contracts Committee. Please place this matter on the September 4, 2018 City Council Agenda.

If you have any questions, please feel free to contact the undersigned.

Very truly yours,

John R. Mitola  
Associate City Attorney

JRM/kl

Attachment

cc: Mark T. Anastasi  
Janene Hawkins  
R. Christopher Meyer  
Daniel Shamus  
Richard Thode  
Robert Whitbread

RECEIVED  
CITY CLERKS OFFICE  
18 JUL 30 PM 4:09  
CITY CLERK



**A Resolution by the Bridgeport City Council**

**Regarding the Addendum to Current Bargaining Unit Contract**

**Between City of Bridgeport and Bridgeport Firefighters IAFF Local 834**

**WHEREAS**, the City of Bridgeport ("City") and Bridgeport Firefighters IAFF Local 834 ("Firefighters Union") entered into a Union Contract for the term of January 1, 2017 until December 31, 2020 as approved by the City Council on May 27, 2017 ("Union Contract").

WHEREAS, the City's Labor Relations Department and the Firefighter's Union have agreed to submit to Council for approval an Addendum to the Union Contract as set forth in Exhibit A attached hereto and made a part hereof.

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

1. That it hereby authorizes the City to amend the Union Contract as set forth in Exhibit A; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute all documents necessary to facilitate the Addendum to the Union Contract consistent with the terms set forth in Exhibit A with the approval of the Office of the City Attorney.

## EXHIBIT A

### **ADDENDUM TO CURRENT BARGAINING UNIT CONTRACT BETWEEN CITY OF BRIDGEPORT AND BRIDGEPORT FIREFIGHTERS IAFF LOCAL 834 RE: CLARIFICATION OF WHEN RETIRED MEMBERS ARE ELIGIBLE FOR MEDICAL BENEFITS-TO BE ADDED TO ARTICLE 17 OF THE COLLECTIVE BARGAINING AGREEMENT**

1. Normal Retirement, 25 years of service to the City, regardless of age, employees hired prior to January 1, 2014 receive full medical benefits.
2. Employees hired prior to January 1, 2014, who have completed 15 years of service to the City and are at least 55 years old, may retire and receive full medical benefits.
3. Add the following to Section 17.9(e) after the first sentence replacing sentence two: However, any employee, current and new hires, regardless of date of hire, who is approved by CMERS for a service connected disability pension, a non-service connected disability pension or a death benefit, shall receive post-employment medical benefits in accordance with the terms of Section 17.9 of this collective bargaining agreement.



Mayor Joseph P. Ganim

*City of Bridgeport*  
**OFFICE OF EMERGENCY MANAGEMENT  
& HOMELAND SECURITY/  
EMERGENCY COMMUNICATIONS**

581 North Washington Avenue  
Bridgeport, Connecticut 06604  
Telephone (203) 579-3822  
Fax (203) 579-3881



Scott T. Appleby, CEM  
Director

July 25, 2018

City Council  
of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport CT 06604

**Re: Referrals to Contracts Committee: OEMHS Resolution for utilization of approved Capital Funding to hire Federal Engineering, INC for City's Land Mobile and Radio Infrastructure Project**

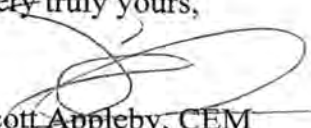
Dear Honorable Councilpersons:

Kindly place the above-referenced matters on the Agenda for the City Council meeting of Monday, August 6, 2018 **FOR REFERRAL TO THE CONTRACTS COMMITTEE.**

Representatives from the City Attorney's Office will appear before the Contracts Committee to present these items along with myself.

Thank you for your assistance in this matter.

Very truly yours,

  
Scott Appleby, CEM  
Director  
Office of Emergency Management &  
Homeland Security  
City of Bridgeport

RECEIVED  
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18 AUG -1 PM 12:44  
CITY CLERK

**A Resolution by the Bridgeport City  
Council Regarding the  
City of Bridgeport Office of  
Emergency Management to utilize  
approved Capital Funding to hire  
Federal Engineering, INC for the  
Land, Mobile and Radio (LMR)  
Infrastructure Project**

WHEREAS, the City of Bridgeport's current Land, Mobile and Radio (LMR) Infrastructure and equipment are coming to their end of life; and

WHEREAS, between the Fire Department, Police Department, Board of Education, Emergency Communications Center, the Department of Public Facilities and American Medical Response (a contractor to the City), the City currently operates approximately 640 portal radios, 215 mobile radios, 30 base type radios and 5 radio antennas on its LMR system that was purchased and installed in 2009 and 2010, respectively; and

WHEREAS, the City approved Capital funding for the upgrade of ECOC Infrastructure and radios; and

WHEREAS, the City advertised a Request for Proposals and Request for Qualifications on February 21, 2018 for a professional analysis of the City's current radio system and recommendations based on the results of said analysis (the "Project");

WHEREAS, the Contractor submitted its proposal dated March 21, 2018; and

WHEREAS, the City selected the Contractor based upon its qualifications and price proposal and further based upon the Contractor's statements and representations made therein.

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

1. That it is cognizant of the City's pending contract with Federal Engineering, Inc and authorizes the parties to enter into Agreement for the purposing of engaging the Contractor to perform all duties normally and customarily performed by a Land Mobile Radio Analysis (the "Services").
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Emergency Management, utilize approved funds to administer the Project and to execute a contract substantially in the form attached hereto, with the approval of the Office of the City Attorney, and other documents as may be necessary to facilitate the Project.

## PROFESSIONAL SERVICES AGREEMENT

*(Radio System Consultant)*

**THIS AGREEMENT** between the parties dated the \_\_\_ day of June, 2018 (the "**Agreement**") is hereby entered into between **FEDERAL ENGINEERING, INC.**, with offices at 10600 Arrowhead Drive, Fairfax, Virginia 22030 (the "**Contractor**") and the **City of Bridgeport**, located at 45 Lyon Terrace, Bridgeport, Connecticut 06604, with offices at 999 Broad Street, Bridgeport, Connecticut (the "**City**") on the following terms and conditions:

WHEREAS, between the Fire Department, Police Department, Board of Education, Emergency Communications Center, the Department of Public Facilities and American Medical Response (a contractor to the City), the City currently operates approximately 640 portal radios, 215 mobile radios and 30 base type radios on its system that was purchased and installed in 2009 and 2010, respectively; and

WHEREAS, the City advertised a Request for Proposals and Request for Qualifications on February 21, 2018 for a professional analysis of the City's current radio system and recommendations based on the results of said analysis (the "Project") (see **Exhibit A** attached);

WHEREAS, the Contractor submitted its proposal dated March 21, 2018 (see **Exhibit B** attached);

WHEREAS, the City selected the Contractor based upon its qualifications and price proposal and further based upon the Contractor's statements and representations made therein for purposes of entering into negotiation of a contract for professional consulting services for the Project;

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

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Contractor to perform all duties normally and customarily performed by a Land Mobile Radio Analysis (the "**Services**"). Such Services are set forth and described in **Exhibit B**. This Project is being funded by capital funding for interruptability upgrades

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to the timeline established in the **Project Schedule** attached hereto as **Exhibit C**, 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; Retention of Records. The Contractor shall, if requested, maintain contemporaneous daily time records of hours and tasks performed in sufficient detail, which records shall be submitted to the City at requested intervals during the Term. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.. Financial records, supporting documents and all other records pertinent to the Services shall be retained for a period of three (3) years except if any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The retention period starts from the date of submission of the final invoice.

4. Source of Funds Requirements; Price; Payment.

(a) Source of Funds Requirements. The Contractor's activities under this Agreement will be funded from the City fund identified above.

(b) Price. Contractor will provide its Services for the fee ("**Fee**") set forth in **Exhibit D** attached hereto and made a part hereof.

(c) Payment. Upon the verification of the completion of the specified work, the Contractor will submit invoices for its Fee not the exceed Forty-Five Thousand Three Hundred Fifty Two Dollars (\$45,352.00), the amount the total bid price listed in Exhibit B, referencing a purchase order with all backup documentation, including hours, activities and, if applicable, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered, and the City shall pay such invoices within 45 days after receipt of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Contractor. Any and all information and reports, whether supplied orally or in writing by the Contractor, shall be based upon consistent and reliable data-gathering methods and the City may rely upon such information and reports.

6. Proprietary Rights. The City does not anticipate that the Contractor will develop or deliver anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Contractor's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Contractor expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the

City and, alternatively, the Contractor hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Contractor 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 Contractor retains full ownership of any underlying techniques, methods, processes, skills or 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.

(c) 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.

8. Representations and Warranties.

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

(a) The Contractor represents that it has full right, power and legal capacity to enter into this Agreement, the execution and delivery of this Agreement has been duly authorized by the Contractor's governing body, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement by Contractor

(b) The Contractor 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 and it also has all necessary tools and equipment to perform the Services.

(c) The Contractor 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.

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

(e) The Contractor'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 Contractor.

(f) The Contractor 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.

(g) The Contractor 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 Contractor, 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.

(h) The Contractor 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.

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



(j) The Contractor 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 Contractor shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Contractor; (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 Contractor hereunder.

(k) The Contractor represents that, while work is in process, it shall be the Contractor's responsibility to safely control pedestrian and vehicular traffic flow and maintain the safety of the site.

#### 9. 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 CONTRACTOR FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY 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.

10. 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:

City of Bridgeport  
Director of Emergency Management & Homeland Security

581 N. Washington Avenue  
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 Contractor:

At the address specified above.

11. 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 Contractor may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

12. 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 competent jurisdiction over the parties located in Fairfield County, Connecticut.

13. Independent Contractor Status. The Contractor 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 Contractor shall remain responsible, and shall indemnify and hold harmless the City, from and against 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 Contractor, its subcontractors and their respective employees. THE CONTRACTOR 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 CONTRACTOR AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

14. 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.

15. Indemnification; Insurance.

(a) Indemnification. The Contractor 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 Contractor's negligence or misconduct, including direct damage to the City's property, and costs of every kind and description arising from Contractor's work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Contractor 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.

A. Insurance requirements: (1) The following insurance coverage is required of the Contractor who shall ensure that the City is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner The Contractor 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 or rating otherwise acceptable to the City.

Professional Liability insurance (claims made form) 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.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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 **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, 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 Contractor will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon 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. 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  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor Bridgeport,  
Connecticut 06604”

16. Non-discrimination. The Contractor 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 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.

17. Communications. All communications shall be made orally or in writing to the City's Program Manager or his/her respective designee. Any written report prepared by or requested from the Contractor shall be sent in draft form to the City Attorney for review prior to finalization.

18. 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 Contractor without the City's prior written consent and any attempt to the contrary shall be void.

(d) Force Majeure. The parties hereto, respectively, agree that the other party shall not be in default of this Agreement if such party is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder in spite of its employment of commercially reasonable efforts and due diligence as a result of events beyond the reasonable control of such party caused by severe weather conditions, natural disasters, catastrophic events, labor unrest, severe shortages of key materials, or delays of contractors or subcontractors due to any such causes, casualties to persons or Property, 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 taken by other persons beyond the exclusive control of the party claiming hindrance or delay (any of the foregoing being referred to as "**Force Majeure**"). 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 the receipt of notice of a claimed hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of the non-requesting party's 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 hindrance or delay.

(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 Contractor's Services are to be performed. The Contractor 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: Joseph P. Ganim

Title: Mayor

\_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Name: Wade Walker

Title: Vice President,

---

as duly-authorized



**CITY OF BRIDGEPORT  
BRIDGEPORT LMR (Land Mobile Radio)  
ANALYSIS  
REQUEST FOR QUALIFICATIONS**

**I. INTENT AND GENERAL INFORMATION**

The City of Bridgeport is seeking proposals for Professional Consulting Services for an analysis of our current radio system and prepare recommendations based on the results of the analyses. The successful Consultant will enter into a Contract that incorporates both the RFQ along with the submitted proposal.

**II. BACKGROUND**

The City of Bridgeport is the largest municipality in the State of Connecticut with approximately 16 square miles and a population of 145,000. Bridgeport operates a Digital VHF radio system which provides service to the public safety agencies (Police and Fire). The Department of Public Facilities/Parks Department, American Medical Response and the School system operate on separate systems. The public safety agencies are comprised of the Bridgeport Police Department, the Bridgeport Fire Department and the American Medical Response (a contractor to the City). The City departments operating on the system include: the department of public works, recreation, and emergency management. Also, the school system utilizes a Motorola Moto Turbo with 8 school buildings, a BOE office and building maintenance.

The City of Bridgeport operates approximately 640 portable radios, 215 mobile radios and 30 base type radios on the system. The current system was purchased in 2009. It was installed and became operational in early 2010.

**QUALIFICATIONS**

Proposals shall be from qualified, independent Consultants who can provide direct assistance with assessing, planning, design and implementation oversight of the specific elements described in this RFQ. Qualified consultants must demonstrate that the firm has expertise in the following areas:

1. A minimum of five (5) years of verifiable experience with similar projects.
2. Previous system design, replacement or upgrade experience that is similar in both size and scope to that requested in this RFP.
3. Demonstrated experience with trunked radio systems.
4. Complete familiarity with all aspects of Project 25 systems
5. Demonstrated experience with assisting customers in developing system life cycle costs analysis for similar communications systems.
6. Experience with conducting, supervising and/or analyzing in-building RF coverage surveys to ensure that a proposed system will meet expectations.
7. Experience with coordinating and working between multiple agencies to ensure coordination and support by all parties.
8. Experience with construction supervision in projects of similar size and scope.

### **TERM OF CONTRACT**

The term of the contract to perform these consulting services will be as negotiated between the City of Bridgeport and the selected Consultant. The anticipated time to complete the analysis is 30 days from the date the contract is awarded. The anticipated time to complete the recommendations is 60 calendar days from the date the contract is awarded. Our City timeline for entire project completion will be July 1, 2018.

### **III. SUBMISSION AND DEADLINE**

Proposals must be **received by 2:00 P.M. Wednesday, March 21, 2018**. Three copies of the proposal shall be submitted to:

Department of Public Purchases  
Margaret Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604

Questions regarding this RFQ may be directed to Scott Appleby, CEM at [scott.appleby@bridgeportct.gov](mailto:scott.appleby@bridgeportct.gov) or asked on [www.bidsync.com](http://www.bidsync.com) and they will be responded to directly on there.

### **IV. SCOPE OF SERVICES**

The City of Bridgeport is seeking proposals to provide professional consulting services from a qualified consulting team to conduct a review of the City's existing communications system and to evaluate the future LMR radio needs of the City based on two (2) potential options. The first, to maintain the current infrastructure and to upgrade accordingly, or to align our infrastructure onto the State's backbone. The selected firm must be familiar with public safety police, fire and emergency medical communications systems, operations and systems methodologies with an extensive track record in communication system operations, design and implementation. It is the City's intentions to evaluate the proposals received based on the qualifications, requirements and need described herein and identify the firms that best meet these needs. The City reserves the rights to invite firms for follow up interviews in order to make a final selection that we believe will best support our specific goals and requirements.

## **SCOPE OF WORK**

**Existing Conditions Analysis** Consultant shall become familiar with the City's existing voice radio system infrastructure including the site controllers, base stations, antennas, transmission lines, transmitter combiners, receiver multi-couplers and microwave site connectivity. Consultant shall make a determination that the infrastructure operating as designed. Consultant shall also review the existing system radio frequency coverage to assess how well the portable in-building coverage provided by the existing system meets user requirements.

Upon completion of the review of the existing infrastructure the Consultant shall be able to complete the following:

- a. Provide a comprehensive review of the existing radio system and provide any recommended changes.
- b. Assess the life cycle costs of the present radio system compared to the alignment with the State infrastructure. Review and provide recommendations.
- c. Review a coverage acceptance test plan and note any recommended changes.
- d. Evaluate the future radio communications infrastructure, radio equipment needs, and operational capabilities of the City of Bridgeport FD, PD, and ECC.

**Optional Bid Item – Construction Supervision** As an option to the base bid, consultants shall provide assistance with the supervision of construction of any infrastructure development required based on final system design. Consultant will also review all pay requests and change orders.

## **V. CONTRACT MANAGEMENT**

The selected firm will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of the project.

## **VI. PROPOSALS**

The City of Bridgeport will not be liable for costs incurred in the preparation of the response to this RFQ or in connection with any presentation before a Selection Committee.

Respondents shall submit as their proposal the following:

- An original and five (5) printed copies of the proposal shall be submitted for review. An electronic copy shall be submitted via hard media or thumb drive.

- A letter of transmittal addressed to Scott Appleby, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP and draft agreement.
- Brief statement as to the firm's/team's particular abilities and qualifications related to this project; state in detail the firm's/team's understanding of the requirements presented in this RFP.
- Description of project approach/methodology.
- Resumes of key personnel assigned to this project.
- Anticipated schedule with project milestones.
- Additional information, not included above, which you feel may be useful and applicable to this project.
- A cost proposal addressing the elements of the work to be performed. This proposal shall be in sufficient detail to include the task, number of hours, unit hourly rates and total proposal. The consultant shall indicate any and all costs that are considered necessary for the completion of the project. One cost proposal shall be submitted. It shall be submitted in a separate sealed envelope, included with your RFQ submission.
- Proposals must be signed by an Officer of the Consulting Firm. Unsigned proposals will not be considered.

## VII. **CONSULTANT SELECTION PROCESS**

The consultant will be selected on the basis of the following criteria:

- Recent, relevant experience of the firm **(15%)**
- The background, education, qualifications, and relevant experience of key personnel to be assigned to this contract **(15%)**
- References provided by the firm **(5%)**
- Past performance for the City of Bridgeport **(5%)**
- The consultant's proposed schedule for completion **(20%)**
- Competitiveness of proposed fees and costs **(40%)**

The City of Bridgeport may elect to meet with any, all, or none of the consultants prior to selection.

The City of Bridgeport reserves the right to reject any or all of the proposals submitted. The City of Bridgeport reserves the right to negotiate the cost of this proposal and to award the work to other than the firm with the lowest cost, if it is in the best interest of the City.

**The Selection Team** will consist of members from the various agencies:

ECOC Director or designee

Police ECOC Liaison or designee

IT Director or designee

Fire ECOC Liaison or designee

## **VIII. INSURANCE AND INDEMNIFICATION**

### **INSURANCE**

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the CITY OF BRIDGEPORT directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement to the extent caused by the negligent acts, errors or omissions of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the CITY OF BRIDGEPORT covering all Services to be performed under this Agreement:

After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

#### **1. Commercial General Liability Insurance:**

The CONSULTANT shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

#### **2. Commercial Automobile Liability Insurance**

The CONSULTANT shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

#### **3. Worker's Compensation Insurance**

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

#### **4. Umbrella Liability Insurance**

The CONSULTANT shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the CITY OF BRIDGEPORT and the CONSULTANT shall provide no less than thirty (30) days notice to the CITY OF BRIDGEPORT in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the CITY OF BRIDGEPORT as an additional insured.

Certificates of Insurance, acceptable to the CITY OF BRIDGEPORT shall be delivered to the CITY OF BRIDGEPORT prior to the commencement of the Services and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

#### **INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY OF BRIDGEPORT and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees to the extent caused by the negligent acts, errors or omissions of CONSULTANT, or those for whom CONSULTANT is legally responsible in the performance of the work.

#### **COMPLIANCE WITH THE CITY OF BRIDGEPORT CODE OF ETHICS**

No former City employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the City any time within six months after terminating service with the City. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.)

Bridgeport is an affirmative action/equal employment opportunity employer.

WBE/MBE/SBE's and Section 3 Contractors are encouraged to participate.

**THIS IS NOT A REQUEST FOR BIDS AND THE CITY RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE CITY OF BRIDGEPORT.**

# EXHIBIT B



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

March 21, 2018

Mr. Scott Appleby, CEM  
Department of Public Purchases  
Margaret Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604


Dear Mr. Appleby:

Federal Engineering, Inc. (**FE**) is pleased to provide our response to the City of Bridgeport's LMR-RFQ/RFP (EOB40183) for a Land Mobile Radio Analysis, as amended via questions and answers posted by the City on Bidsync, dated March 6 and March 8, 2018.

Our company began 35 years ago and has a rich history of providing system analysis and design for public safety communications technology. Public safety communications consulting is our core business. Our founder Ronald F. Bosco continues to lead the firm and has kept his vision steady to improve the functionality and cost-effectiveness of public safety communications. This consistency in ownership translates into consistency in performance as evidenced by the fact that our earliest government clients remain clients today, over a quarter of a century later.

**FE** has over 50 consultants, engineers, specialists, and former first responders dedicated to helping achieve your goals for the City's public safety communications systems. We have developed the tools, methodologies, and toolsets necessary to deliver practical, affordable solutions that meet your needs at the lowest cost.

We have worked on multiple radio system upgrade projects for municipalities in Connecticut and the Northeast, including the Cities of Avon and Bristol. Our staff brings extensive applied experience with solutions for public safety radio communications systems, upgrades of legacy vendor equipment including digital VHF systems, system design and specifications, project management, cost benefit analysis, and RFP development.



***FE's*** philosophy to "***exceed client expectations to retain that client for life***" has resulted in client retention and repeat business since the firm's inception.



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

Federal Engineering provides consulting services for the full life cycle of public safety radio system and 9-1-1 system projects, as highlighted below.

<b>Federal Engineering Consulting Services</b>	
• LMR technologies and systems	• Strategic planning
• Total communications network design	• Needs assessment and analysis
• Trunked, simulcast, and conventional LMR	• Coverage and capacity analyses
• Spectrum planning and licensing	• Broadband/LTE
• P25 technology	• Interoperability analyses
• PSAP design, site planning and selection	• RFP development and specifications
• PSAP regionalization / efficiency studies	• Procurement support
• Next Generation 9-1-1 and E9-1-1	• Program management
• Governance and policy analysis	• Implementation management
• Data management services	• Independent validation/verification
• Cyber security	• Transition planning
• CAD/RMS	• FCC license applications

*FE's* proposal is complete and compliant with the requirements in the RFP. We possess the permits, licenses, and professional credentials necessary to perform services as specified in the RFP. In addition, we accept the terms and conditions and requirements contained in this RFP and draft agreement.

Our senior management team is actively involved in our projects, providing both technical and operational guidance as well as executive management of the team and our high-quality deliverables. As the founder of *FE*, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

*FE* looks forward to working with the City of Bridgeport on this project.

Sincerely,

Ronald F. Bosco  
President and Chief Executive Officer  
Federal Engineering, Inc.





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## 1 EXPERIENCE AND QUALIFICATIONS

**FE's** in-depth knowledge of public safety radio technologies provides a solid foundation to the project's success. **FE** consultants have worked on practically every type of system and in hundreds of operational situations. From developing long-term strategic roadmaps and defining system architectures to developing transition plans, we provide a wide variety of services for public safety systems. A sampling of our team's technology expertise includes the following:

### Land Mobile Radio Systems

- Trunked
- Simulcast
- Multicast
- Analog
- Digital

### Frequency Bands

- Low band
- T-band
- VHF
- UHF
- 700/800 MHz
- 900 MHz
- 2.4, 4.9, 5.8 GHz
- Other licensed and unlicensed bands

### Land Mobile Radio Technologies

- APCO TIA P25
- MPT1327
- TETRA
- DMR
- SCADA

### Manufacturers' Systems and Equipment

- Harris (M/A-COM)
- Motorola
- Tait
- Airbus DS (Cassidian)
- EF Johnson
- Raytheon
- DataRadio
- Others

### Broadband/Advanced Wireless Technologies

- LTE
- WiMAX
- WiFi
- Integrated voice and data

### Backhaul Systems

- Microwave
- T-carrier
- Optical fiber

***"We have been very satisfied with FE's work. The firm has consistently exceeded our expectations and we will be relying upon them to assist the County as this project moves forward."***  
*– Mr. Jim Davis, Interoperability Program Director, Pittsylvania County, Virginia*

Because of our certified independence, the City of Bridgeport will receive a fully objective analysis, free from the influences of hardware vendors, software suppliers, or service providers. Our designs embody practical, cost-effective solutions that are customized to the specific needs of the City.<sup>1</sup>

**FE** has demonstrable knowledge and experience as it relates to P25 public safety radio systems, with many of our recent projects involving upgrades from legacy Motorola or Harris systems and supporting our clients as they decide whether to invest in new equipment or join existing regional systems. The table below highlights just a few of our projects in which we

<sup>1</sup> **FE** subscribes to the strict code of ethics of IEEE, Society for Technical Communication (STC), and Independent Computer Consultants Associate (ICCA), which explicitly forbid any conflict of interest in our consulting activities.





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

provided the services typically involved in a project such as the one being undertaken by the City of Bridgeport, showing that **FE** has the expertise in the required areas listed in the RFP. We include a more comprehensive list of our project experience in Appendix A.

<b>Federal Engineering Public Safety Consulting Qualifications</b>							
Key Tasks in a Legacy Radio System Upgrade Project	City of Bristol, CT	Collier County, FL	Henry County, GA	City of Lakeland, FL	City of Albuquerque, NM	Dane County, WI	Mills County, IA
Conduct radio system operational needs assessments/ user requirements with multiple agencies	X	X	X	X	X	X	X
Gain consensus and support among multiple agencies for radio system upgrade path	X	X	X	X	X	X	X
Conduct technical needs assessments, i.e., facilities, system capabilities, and coverage	X	X	X	X	X	X	X
Perform radio frequency coverage and radio system capacity analyses including developing system performance requirement goals	X	X	X	X	X		X
Perform frequency planning, coordination, and licensing for public safety radio and microwave systems	X	X	X		X		X
Perform cost analysis (including total cost of ownership) of system upgrade alternatives	X	X	X	X	X	X	X
Perform radio site/facility planning and implementation	X					X	X
Design and implement P25 networks based on technologies from multiple major LMR vendors	X	X	X	X	X		
Develop radio system designs and specifications; evaluate proposals, make recommendations to committees; contract negotiations	X	X	X	X	X		
Develop procurement documents (RFPs, sole source equipment contracts, etc.)	X	X	X	X	X	X	
Evaluate vendor proposals for technical areas including design, implementation, and acceptance test plans	X		X	X	X	X	
Project management and implementation oversight (construction management) of P25 radio system implementations	X	X	X	X	X		
Knowledge of funding methodologies and options for government radio systems	X	X	X	X		X	X





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

### Leveraging Our Industry Reputation

**FE** is a corporate affiliate of leading industry groups, and our consultants are heavily involved in the organizations below:

- Association of Public-Safety Communications Officials (APCO)
- National Emergency Number Association (NENA)
- National Association of State Telecommunications Directors (NASTD)
- Project 25 Technology Interest Group (PTIG)
- P25 Phase 2 Industry Roundtables and Best Practices Workshops
- Radio Club of America (RCA)
- National Fire Protection Association (NFPA)
- Alliance for Telecommunication Industry Solutions-Emergency Service Interconnection Forum (ATIS-ESIF)
- Telecommunications Industry Association (TIA)
- Internet Engineering Task Force (IETF).
- National Public Safety Telecommunications Council (NPSTC)
- Federal Partnership for Interoperable Communications (FPIC)
- Institute of Electrical and Electronic Engineers (IEEE)

Our team is recognized by their peers; our consultants chair national technical committees and have had papers published by many professional organizations. Our consultants serve on the APCO Commercial Advisory Council and MissionCritical Communications magazine’s editorial advisory board, and **FE’s** chief consultant currently serves on the NG9-1-1 Institute Board of Directors.



We regularly present at APCO and NENA national and regional conferences, as well as the International Wireless Communications Expo (IWCE). **FE’s** interactive coverage methodology tool, **FECoverage™**, has set the industry standard and we were invited by IWCE in 2016 to deliver a real-time workshop highlighting the effectiveness of it, and a workshop in modeling both LMR and LTE coverage. Our team was given repeat invites to IWCE in 2017 and 2018. Over the past two years our experts have presented in over 14 sessions at IWCE, including:

- Technology choices; How and where emerging technologies fit in your communications planning. Evaluating P25, DMR, TETRA, WiFi, and LTE in meeting your agencies’ needs
- Differences Between LMR and LTE Coverage Modeling, Testing and Analysis
- Planning a New or Upgraded Radio System
- Pick Me! Choosing the Right Digital PTT Technology for Your Needs
- Measuring Performance: Get the Network You Need; Get the Network You’re Paying For
- P25 New Products and Services for APCO 2017

This investment of time and energy by our staff into monitoring current LMR trends allows us to stay abreast of and anticipate upcoming developments in radio system technologies.





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

FE applies rigorous quality assurance (QA) measures throughout our project activities. Our QA program supports the successful execution of the project plan by applying specific and rigorous QA measures to not only each project phase, but also to FE's recruiting, administrative, accounting, and business development practices. Through our industry contacts, client feedback, and use of subject matter experts (SME), we have developed a comprehensive deliverable review program, managed by our Quality Assurance Review Board, shown in Exhibit 1.

*"Federal Engineering was selected because their proposal demonstrated a wealth of successful experience and the best value for ESCO.*

*FE's industry reputation and references served to confirm our selection."*

*~Margie Moulin, ESCO Director, Oregon*



Exhibit 1—Quality Assurance Review Board

*FE's quality assurance review process takes advantage of best practices, SMEs, and client feedback to assure the highest quality in our project deliverables.*

The Quality Assurance Review Board manages our peer review process to assure that our internal procedures and delivered documentation and reports are of the highest quality. Peer reviewers are individuals with skill sets directly applicable to the program. They are typically not involved in the day-to-day aspects of the program but, rather, serve in a "red team" capacity *challenging the program team so all decisions have been well thought-out.*





## City of Bridgeport, Connecticut Land Mobile Radio Analysis

Because of our proven quality assurance methodologies, **FE** has consistently exceeded clients' expectations. The first contract a consultant receives is, typically, based upon the quality of their proposal, while subsequent contracts are based upon the quality of their work. **FE** enjoys the loyalty of clients that have continued to use our services for decades; this is a true testament to the dedication of our staff and the quality of their work.

**"Federal Engineering has produced and delivered on everything they said they would and actually has gone above and beyond what the RFP asked for by assisting our county with our system and operation which required immediate assistance... Bottom line they are a great company that has the interest of the CLIENT set as NUMBER 1, no exceptions."**

*~Kevin Whitney, Cortland County, New York*

### *Motorola Experience*

Federal Engineering recognizes that the City purchased a Motorola Astro 25 conventional VHF radio system in 2010, and the City plans on working with the vendor if an upgrade process is chosen as the desired alternative.

**FE's** proposed team members have provided services for dozens of clients with Motorola systems including assessments, system upgrades or replacements, and procurement and/or implementation oversight services; a sampling of those projects are shown in the following table. The table below is a sampling of recent projects where our project managers and technical subject matter experts have assisted our clients in working with Motorola on successful upgrades. In addition, many of our consultants have, in past careers, worked for Motorola and other public safety radio system vendors, providing our team with an inherent understanding of system vendor products and practices.

<b>Project Name</b>	<b>Experience Area(s)</b>	<b>Additional Information about FE's Support and Client's System/Goals</b>
Gainesville Regional Utilities, Gainesville and Alachua County, Florida	Motorola Upgrades	Astro 7.11 core, with P25 and SmartZone subsystems serving City/County users, as well as the University of Florida
Nassau County, Florida Radio System Upgrade Implementation Support	Motorola Upgrades	Upgraded from 7.4 to 7.11; project included upgrade of CentraCom gold Elite consoles to MCC7500 consoles. Also, upgraded Astrotac 9600 comparators to GCM8000 IP comparators.
State of New Mexico LMR Needs Assessment, Gap Analysis and Strategic Planning	Motorola Upgrades	Deployed new 7.15 Motorola M3 core to support console replacements at state police dispatch centers and centralized dispatch center in Santa Fe
El Paso City, Texas Public Safety Backhaul Network Evaluation	Microwave Upgrades for ASTRO 25 System	Evaluated proposed Motorola system upgrades for El Paso Metropolitan Statistical Area Communications System. Recommended all-IP 10 Gigabit backbone of digital microwave and fiber-optic links, based on MPLS technology, to support Astro system upgrades.





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

San Diego City	Motorola Upgrades	Evaluated upgrades from Motorola SmartZone 4.1 to Motorola Astro 7.9
City of Portland, Oregon Radio System Replacement	Motorola Upgrades	Evaluated whether to replace or upgrade a 7.x (not yet 7.14) system. City decided to upgrade the existing Astro25 Master Site, add geographically redundant Master Site, expand P25 simulcast cells, and migrate from CENTRACOM Gold Elite to MCC7500 consoles
Calgary Transit, City of Calgary Radio System Replacement	Motorola Upgrades	City of Calgary currently has an Astro 7.14 core running SmartZone multicast sites, Calgary Transit will be migrating to that system
Mayo Clinic Medical Transport, Minnesota	Motorola Upgrades	Deployed MCC7500 consoles connected to State of Minnesota Astro25 7.9 core
City and County of San Francisco	Existing Motorola System	Evaluating options to replace current voice and HPD system and subscribers
Hampton Roads/ORION, Virginia	Motorola Upgrades	Multi-phased upgrades to Motorola Astro25 700 MHz regional system
City of Newport News, Virginia	Motorola Upgrades	Alternative analysis and recommendations for upgrade of Motorola SmartNet II simulcast trunked 800 MHz system
Henderson County, Kentucky	Motorola Upgrades	Astro25 700 MHz P25 TDMA with P25 Master Core and MCC7500 consoles
York County, South Carolina Radio System Assessment, Procurement, Implementation	Motorola Upgrade	Worked with County to implement a new 9-site, 15 channel 800 MHz trunked network which included one of the first deployments of Motorola High Performance Data (HPD)

**FE** has also evaluated solutions that replace legacy dispatch consoles, real-time reporting systems, base station/repeater radios, controllers, and workforce applications. Many resources on the team are well-versed in mobile workforce and dispatch operations, having previously worked for utility companies, mobile data system manufacturers, and integrators.

On the following pages, **FE** proudly presents references and examples of previous public safety radio systems consulting projects. These references showcase our experience with projects of similar scope and with similar technology to that of Bridgeport. These are just a brief example of our experience providing high-quality consulting services that are on-time and on-budget, resulting in full client satisfaction.

***"FE's technical expertise in dealing with our vendor was outstanding. Their vendor negotiation experience proved invaluable, resulting in a significant savings for the City over the course of the project. In one case alone, they saved us over \$150,000!"***

*– City of Newport News, Virginia*





# CITY OF BRISTOL, CONNECTICUT Communications Systems Analysis & Implementation of Systems Replacement



## Project Dates

2014 - 2017

Previous System: Motorola

New System: Motorola

## Relevant Technologies

- Motorola ASTRO
- P25
- 800 MHz
- Trunked radio
- SCADA
- Microwave backhaul

## Project Contact

Lieutenant Mark Morello  
Bristol Police Department,  
Communications Division  
131 North Main Street  
Bristol, CT 06010  
860-584-3010  
markmorello@bristolct.com

## Project Snapshot

- Assess current system architecture
- Make recommendations for improving system performance and capabilities
- Provide full integration plan of key system features from legacy system to the P25 system during migration, including replacement of mobile and portable radios
- Develop technical specifications for replacement system
- Support procurement and implementation

## Project Description

**FE** was contracted to assess City of Bristol's existing state of radio architecture and provide options for system replacement to enhance public safety and public service operable and interoperable communications, including benefits and liabilities, and cost estimates of each option.

**FE** provided a plan for full integration of key system features between the legacy system and the P25 system during migration, up to and beyond the anticipated end of life date to provide both day-to-day and interoperable communications between agencies. The project also requires a phased plan for replacement of mobile and portable radios through the integration of the legacy and P25 systems. **FE** was also tasked with preparing and presenting expert materials and opinions to constituents and stakeholders, including the City's elected officials.

In addition, the contract stipulated that **FE** would develop mapping, signaling, and technical specifications, as well as solicitation specifications and evaluation criteria, and provide support throughout the procurement process.

The final phase of the contract was for implementation support and oversight of the replacement system irrespective of the selected methodology, design, or model.







## CITY OF AVON, CONNECTICUT Radio System Consulting Services



### Project Dates

2016 - 2018

Existing System: Motorola

### Relevant Technologies

- 800 MHz
- P25 digital
- VHF / UHF
- Microwave

### Project Contact

Mark Rinaldo  
Chief of Police  
60 West Main Street  
Avon, CT 06001  
860-409-4213  
mrinaldo@avonct.gov

### Project Snapshot

- Existing system review
- Site surveys
- Needs assessment and user interviews
- Alternatives analysis and recommendations
- Coverage analysis
- RFP development and general procurement support
- Implementation support

### Project Description

The current City of Avon radio system infrastructure consists of three repeater sites in a non-simulcast analog mode, shared by multiple City Departments, each with their own frequencies, portables and mobiles. The sites are manually selected from the radio dispatch console, portable and mobile units. Selection is made by different CTCSS tones for each repeater receiver (West, Main or East). Only one transmitter is active at one time and all three repeaters transmit the same CTCSS tone. A total of approximately 200 mobile and portable radios are currently in use by City departments.

*FE* was selected by the City of Avon to complete an assessment of their existing public safety communications network, determine the future needs by interviewing system users/subscribers, performing radio site surveys and infrastructure assessments, complete an analysis of alternatives, present recommendations to City officials, and assist with procurement and implementation. Procurement tasks include developing of technical specifications for an RFP, draft and publish a vendor RFP, and aid with proposal evaluations and contract negotiations.





## HENRY COUNTY, GEORGIA Radio Systems Consulting

### Project Dates

2014 - 2018

Previous System: Harris

New System: Harris



### Relevant Technologies

- 800 MHz
- P25 digital
- Simulcast
- VHF / UHF
- RF coverage

### Project Contact

Don Ash  
E911/EMA Director  
Henry County Emergency Center  
526 Industrial Blvd  
McDonough, GA 30253  
770-288-7870  
dash@co.henry.ga.us

### Project Snapshot

- Evaluate existing facilities
- Determine radio coverage
- Determine interoperability requirements
- Conceptual design
- Develop short- and long-term communications plan
- Develop specifications and RFP
- Assist with creation of RFP evaluation criteria
- Review vendor proposals
- Conduct vendor negotiations
- Provide implementation support and technical support

### Project Description

Henry County had an 800 MHz Simulcast radio system. Their desire was to transition into a P25 800 MHz public safety radio system with improved coverage. The overall program is structured into three phases: Phase I—System Assessment and Conceptual Design; Phase II—Procurement Support; Phase III—Implementation Support.

**FE** evaluated existing facilities, determined radio coverage before and after FCC mandated narrowbanding, determined interoperability requirements, and explored funding opportunities for expansion. **FE** developed three conceptual designs with mitigation strategies and budgetary estimates. **FE** assisted the county in preparing RFP documents and aided with developing evaluation criteria and provided support during the evaluation and negotiation periods.

**FE** is contracted to provide implementation support during the final phase of the project by supervising the construction of the infrastructure, the receiving of all specified equipment, the quality and adherence to the stipulated standards for all work performed and the approval of all pay requests and change orders.





## CITY OF COLLIERVILLE, TENNESSEE Public Safety Radio Communications Consulting



Project Dates  
2011 - 2014

Existing System: Motorola ASTRO  
New System: Motorola

### Relevant Technologies

- 800 MHz
- P25 digital
- LMR
- Mobile data
- Trunked
- Microwave

### Project Contact

Lt. David Citysend  
City of Collierville Police Dept.  
500 Poplar View Parkway  
Collierville, TN 38017  
901-457-2563  
dCitysend@ci.collierville.tn.us

### Project Snapshot

- Conduct site surveys
- Conduct personnel interviews
- Identify existing issues
- Develop and analyze alternatives
- Prepare cost estimates and assessment and recommendations report
- RFP and procurement support
- Implementation oversight

### Project Description

The City of Collierville selected **FE** to identify issues with the existing system, determine field and dispatch user needs, assess and recommend a replacement radio system, develop a strategy for near- and long- term improvements, and procure and oversee implementation. **FE** compiled desired radio system features and functions, which included a mix of LMR, mobile data, and information services requests. Based on the selected solution, **FE** developed an RFP for a public safety radio system and assisted with the procurement, including vendor proposal review and contract negotiations. We then supervised the implementation of the new Motorola 800 MHz P25 multisite system.

**FE** prepared a report to provide recommendations for LMR and dispatch console solutions to address the City's wireless requirements and satisfy interoperability needs, while also meeting future growth trends. Additionally, the report provided strategic short- and long-term solutions necessary for the City to develop comprehensive plans to improve and/or replace the LMR and radio dispatch console systems, which led to the selection of a solution and subsequent procurement and implementation of an upgraded P25 digital communications system.





# DINWIDDIE COUNTY, VIRGINIA Public Safety Communications System Consulting Services



Project Dates

2016 - 2017

Existing System: Motorola Astro

Relevant Technologies

- 700/800 MHz
- VHF & UHF
- Fire alerting

Project Contact

Denice Crowder  
Project Manager  
13910 Courthouse Road  
Dinwiddie, VA 23841  
804-469-5388  
dcrowder@dinwiddieva.us

Project Snapshot

- Existing system assessment and documentation review
- Site visits and interviews
- Alternatives evaluation
- Conceptual design
- Make recommendations for upgrade or replacement of the existing system
- Identify funding sources or grants
- Develop technical specifications for procurement
- Analyze projected costs
- Assist with procurement and implementation

Project Description

Dinwiddie County sought the services of a qualified Public Safety Communications System Consultant to provide analysis and review of the current radio system and its elements, make recommendations, and provide direction for the County-wide Public Safety radio system that will, eventually, be fully interoperable in the region.

The County requires a public safety radio system to fully cover the varying topography of the region. The system shall be interoperable during emergencies with the public safety agencies in surrounding localities, to include Amelia, Chesterfield, City of Petersburg, Prince George, Sussex, and Brunswick. These localities currently operate public safety radio systems in multiple areas of the radio spectrum including VHF, UHF, and 700/800 MHz. A collaborative system expansion of neighboring systems should be explored, as well as a stand-alone system. The system should also provide alerting for Fire/EMS stations and volunteer Fire/EMS personnel. **FE** evaluated the existing system and provided the most practicable and best solution and options for Dinwiddie County.





## 2 PROJECT APPROACH / METHODOLOGY

Federal Engineering recognizes that the City of Bridgeport’s project requires effective project management to secure the quality, functionality, economic feasibility, and usability of the City’s radio communications. **FE’s** project management approach aligns closely with the Project Management Institute’s (PMI) methodologies documented in the *Project Management Body of Knowledge* (PMBOK). **FE’s** adherence to these methodologies facilitates timely deliverables that are within budget, and compliant with requirements.

**FE** applies continuous project management that supports the entire system lifecycle, completing each phase to our clients’ satisfaction before opening the ‘gate’ to the next phase. Our services cover each phase of a system’s lifecycle, from needs assessment and strategic planning through independent validation and verification of an installed system. We will work closely with the City to complete this project within 60 business days, evaluating the future LMR radio needs based on two alternatives: upgrade the existing infrastructure or align the City’s infrastructure onto the State of Connecticut Telecommunications System (CTS).

Our project manager will coordinate activities with the City’s project manager, involving other stakeholders as needed, and serve as a primary resource to the City. He will **focus on the City’s needs**, establishing a baseline project management process that centers on the discovery and minimization of risk, collaboration, open communications, and consensus building.

**FE** will document the following activities to assess the existing systems and develop an understanding of the public safety communications needs of the City. As we go through this assessment process, we will gather data that will be useful in preparing a cost-effective plan and will help guide the City to a decision regarding whether to upgrade or join the State’s system.

### 2.1 Needs Assessment and Requirements Discovery Phase

#### *Project Initiation*

To best meet the project’s 60-day schedule, **FE** will begin with a project planning teleconference with designated officials from the City to plan the project and the data gathering site visits. Held on a mutually agreed upon date following contract signing, this initial meeting will establish a common understanding of the project goals, objectives, and vision, items best understood through a close working relationship between our respective management teams and staffs. We will also use this meeting as the first opportunity to establish the foundation for our ongoing relationship. The adjacent text box summarizes key topics discussed during the project initiation meeting.

#### Project Initiation

- Introductions
- Clarify roles
- Review project objectives and expectations
- Review key issues
- Review key milestones and schedule
- Review and clarify deliverables
- Plan interviews and identify interview participants
- Determine site visit schedule
- Review status reporting methodologies
- Determine progress review meeting schedule
- Resolve immediate issues
- Build relationships





## City of Bridgeport, Connecticut

### Land Mobile Radio Analysis

Following this initial meeting, we will request and review system documentation, including previous studies, FCC licenses, as-built documentation, site information (including any available structural analysis), equipment and subscriber inventories, and other documents to begin assessing the City's existing system and to evaluate feasibility of aligning the City's infrastructure onto the State Connecticut Telecommunications System (CTS). Performing a detailed review of the current documentation provides us with a common starting point and a foundation for a complete understanding of the status of the City's system.

#### *User Interviews and Requirements Identification*

After the preliminary kick-off call between the **FE** project manager and City's stakeholders, the **FE** team will begin the project with three days onsite for user interviews.

The requirements assessment task is one of the most important efforts because it establishes the foundation for systems' analyses. This task has the following four objectives:

- Identify and document current and future user needs
- Solicit users' perceptions of current system performance including gaps that do not meet their needs
- Educate users as to what is practical and affordable
- Begin to build consensus and eventual "ownership" in the recommendations

The focus of this task is the collection, compilation and analysis of key information obtained from a broad spectrum of system management and users and that maximum effectiveness must be made of the time spent with each interview subject. Our interview approach will include face-to-face meetings with each identified stakeholder group and, as a last resort, follow-up telephone interviews. Interviews are envisioned to last approximately one to two hours each. Detailed notes will be captured by our interviewers. Interviews will include key decision makers and radio users from the following organizations:



- Police Department
- Fire Department
- Emergency Communications Operations Center
- Public Facilities/Parks
- Water Pollution Control Authority
- Board of Education representatives

To facilitate this interview and data collection process, we will prepare advance correspondence to send to each proposed interview participant to emphasize the need to be prepared and actively contribute to this process.

Our subject matter expert will develop a customized questionnaire that will form the basis for the interviews and submit for review. The interview approach will generally follow the questionnaire but will also allow for additional areas of the interviewee's choice to be





## City of Bridgeport, Connecticut

### Land Mobile Radio Analysis

discussed. Functional, performance, and interoperability needs will all be addressed, as well as stakeholder perspectives regarding joining the State's CTS as a potential solution.

The City of Bridgeport does not need a study to put on the shelf. Clearly this program must "hit the mark" and deliver practical solutions that the City can afford. User groups within the City have different needs. As this study incorporates the needs of a broad spectrum of users, the challenges grow exponentially. The true "art" in this process is to develop system recommendations that will be embraced by all users.

This methodology reflects our strong belief that the City's infrastructure should be user driven, as opposed to technologically or politically driven, to best serve user needs. To achieve this goal, *FE* will carefully analyze the requirements of the relevant departments and stakeholders to establish a baseline of system capabilities, functionality and services. Common needs will be identified as will those unique to specific organizations. Where needs diverge or conflict, we will use our expertise and experience to recommend an approach to resolving the differences.

#### *Existing System Analysis*

As part of our review of existing documentation, *FE* will review inventory records of the existing system. Leveraging our experience surveying over 1,000 radio sites across the country, *FE* will review the status of the radio sites in the City. To provide a cost-effective plan for the City, *FE* will rely on data collected from the City during the needs assessment interviews to develop an assessment of the conditions and equipment at each of the City's radio sites. Based on information provided in the Addendum, we assume the existing system documentation will provide the information we require to analyze the existing system.



As an option, we can conduct physical site surveys. During site visits, our team confirms the coordinates of each site including latitude, longitude, and elevation, and collects information about the sites, typically including the following:

- Access road conditions
- General site conditions
- HVAC (i.e., environmental)
- Antennas and mounts
- Physical availability of surrounding land
- Perimeter security
- Equipment shelter
- Nearby obstructions that may impact paths or coverage
- Transmission line support structures
- Waveguide and dry air systems
- AC and/or DC power
- Emergency power
- Electronics, both radio and microwave
- Service history
- Grounding/variances from standards





### ***Review of Requirements with City***

Following the user interviews and analysis of system documentation, **FE** will develop a set of high-level requirements based on the results of the needs assessment findings. We will review and validate the high-level requirements with the City's project team via a teleconference to gain consensus and acceptance before analyzing system upgrade alternatives. The requirements will be included in the final *System Analysis and Recommendations* report.

## **2.2 Alternatives Analysis and Recommendations Phase**

**FE** will analyze two radio system alternatives for the City of Bridgeport: upgrade the existing City-owned system or join the State's CTS. **FE** will assess the pros and cons of each alternative and provide guidance to the City regarding our recommendation of the most appropriate replacement/upgrade alternative to best meet the City's requirements.

*We help our clients determine what's right for them whether it be joining a regional or statewide system, implementing a stand-alone system, procuring a system via competitive bid, or procuring from a sole source.*

The **FE** project team will conduct the following specific tasks for each of the alternatives.

### ***Existing System Coverage Assessment***

Coverage is the single most important characteristic of a mobile radio network. An advanced digital network is of little value if the users cannot get to it due to unreliable coverage. Recognizing this years ago, Federal Engineering made major investments and developed **FEPerformancePro™**, a powerful toolset used to accurately model radio network performance.



**FEPerformancePro™** is based upon the ICS Telecom software engine used by the Department of Defense (DoD), Federal Communication Commission (FCC), National Telecommunications and Information Administration (NTIA), and Association of Public Safety Communications Officials (APCO) for radio network analysis. Its accuracy has been confirmed by the Federal Government, drive testing by **FE**, and numerous network implementations.

**FEPerformancePro™** includes the following network analysis tools:

- **FECoverage™** - complete coverage analysis tool
- **FEMapper™** - high-resolution mapping tool
- **FENetwork™** - network capacity analysis tool
- **FEMitigate™** - system-wide interference analysis tool (optional)
- **FETeamCoverage™** - interactive user coverage workshop

**FE** will use **FEPerformancePro™** to develop a preliminary analysis of each alternative. Our integrated set of tools provides our consultants with state-of-the-art network modeling technology to analyze the performance of a system.







# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

Our coverage expert will work with the City's project manager to determine how coverage plots should be depicted, including color schemes, topology, roads, patrol zones, and other characteristics unique to Bridgeport. He will then load the existing transmitter locations and other relevant information into the **FECoverage™** model and generate coverage maps of the City's current public safety radio system using **FEMapper™**. As shown in Exhibits 2 and 3 below, and later in this section, maps will include mobile and portable coverage areas, noting both talk-out and talk-in, with both indoor and outdoor coverage areas defined. This will serve as the baseline to begin analyzing network alternatives required and to identify any specific buildings that are of special concern.

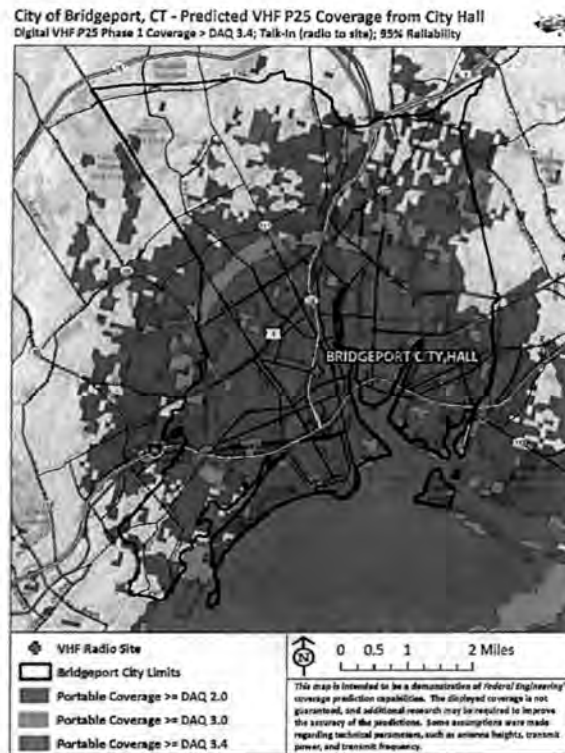


Exhibit 2—Sample City of Bridgeport Coverage Map

*This sample propagation map demonstrates the capabilities of FEMapper™.*

**FE** will analyze the current in-building coverage for portable radios throughout the City. Based on the outdoor coverage prediction and, using a calculated signal loss (related to a mutually agreeable number of building types) that effectively simulate the signal attenuation that occurs when radio signals pass through walls, windows, or other building characteristics, our coverage expert will generate a coverage map detailing areas where a user can expect to successfully communicate using their portable radio within the building. This proven methodology has been developed over numerous similar projects and accurately reflects expected performance.





## City of Bridgeport, Connecticut Land Mobile Radio Analysis

**FE** will create maps with areas color coded to predict portable coverage within buildings that create a 10db signal loss. We can change the signal loss according to the City's requirements to show the coverage impact.

Per the Addendum, we understand that the City has coverage issues with ten particular buildings. During needs assessment activities, we will work with the City to develop a list of mutually agreeable number of building types for computer coverage analysis.

As an option, **FE** can analyze the coverage inside a specific building. To conduct the specific building coverage analyses, we will use the outdoor coverage prediction, information about the makeup of the buildings, and research available data from satellite and aerial imagery to develop a worst-case attenuation profile for each of the building types. Profiles are based on the following information:

- Where users expect to use their radios within the building
- What type of materials were used in the building's construction
- An estimated thickness of external and internal walls
- An estimate of the window-to-wall ratio of the building exterior
- The number of walls that a portable radio's signal may need to penetrate to exit the building



Exhibit 3—Sample In-Building Signal Strength Map

*This sample propagation map demonstrates our in-building coverage analysis capabilities for a single building.*

Each of these in-building prediction methods greatly assist in determining which buildings may require supplemental coverage options such as distributed antenna systems (DAS), bi-directional amplifiers (BDA), or micro cell deployments. For example, **FE** conducted specific in-building analysis for the Iowa Department of Corrections to determine coverage gaps. We





## City of Bridgeport, Connecticut

### Land Mobile Radio Analysis

then developed alternative solutions that included coverage enhancement mechanisms such as different antenna patterns, height, and/or azimuth, BDAs, and other transmission augmentation technologies.

**Field Testing**—*FE* can also provide, as an option, field coverage testing of both outdoor and in-building propagation throughout the City. We use proven equipment to measure signal strength and other properties in sectors and buildings and analyze the results.

Of note to the City, history has shown that conducting in-building and/or field testing analyses of existing networks is of minimal value. These measurements tend to reflect the performance of the existing system and do not, typically, reflect the performance of the envisioned system, which will have newer technology radios with different transmission characteristics. Therefore, if the City intends to upgrade the current system, the money for field testing the old system would be better spent elsewhere.

As an option, *FE* can also perform in-building coverage measurements. Again, history has shown that although this generates more money for consultants, it is of minimal value. These measurements tend to reflect the performance of the existing system and do not, typically, reflect the performance of the envisioned system which will have newer technology radios with different transmission characteristics.

### **Alternatives Coverage Analysis**

We are thoroughly prepared to guide the City of Bridgeport in its decision to maintain the current infrastructure and upgrade accordingly or to align the City's infrastructure onto the State's backbone. During the alternatives coverage assessment, we use **FETeamCoverage™**, an innovative approach to network design that involves City personnel in the process.

*FE* pioneered the concept of a coverage workshop over a decade ago. Our coverage experts have delivered the **FETeamCoverage™** experience to over 50 clients, the majority similar to the City of Bridgeport. Our interactive coverage methodology has set the standard and we were recently invited by IWCE to deliver a real-time workshop, highlighting the effectiveness of our **FETeamCoverage™** workshop in modeling both LMR and LTE coverage parameters.

We will conduct an interactive coverage workshop with the City to depict the coverage based on upgrading the existing system or if it joins the State's CTS. This hands-on session allows City participants to confirm the current system coverage and to immediately see the impacts of adding and/or deleting transmitter sites. In the process, we will incorporate knowledge about existing sites (and potential future sites) and reported coverage issues, targeting those areas where gaps have been identified. The benefits of the **FETeamCoverage™** workshop include the following:

- Visual demonstration of areas of coverage requirements
- Visual depiction of selected sites in the system
- Visual representation of coverage for each site
- **Fast, interactive system site, technology, and spectrum impact decisions**





## City of Bridgeport, Connecticut

### Land Mobile Radio Analysis

The **FETeamCoverage™** experience will build consensus and facilitate “buy-in” of the eventual system. As radio coverage is modeled and gaps are indicated, our subject matter expert will interactively, and in real-time, manipulate the model and display the effects of changing site equipment or placing additional sites in the network. Workshop attendees will immediately be able to evaluate the impact of these changes and determine what needs to be done to meet user coverage needs. Our project plan assumes **FETeamCoverage™** will be presented via the internet. As an option, it can be presented on site.

Our coverage analysis will yield coverage maps as image files that can be viewed using Word or a PDF viewer. The raw data can be manipulated either in a GIS program (such as ArcGIS) or Google Earth application. We can provide coverage footprints in Google Earth format (KML or KMZ files) to make viewing coverage interactive, allowing clients to zoom in to street and building level. In addition to the sample City of Bridgeport coverage map shown above, Exhibit 3 below provides additional examples of the type of maps we can create with **FECoverage™**.

#### **Vendor Coverage Test Plan Analysis**

**FE** will conduct an independent, unbiased review of the vendor-provided Coverage Test Plan, researching compliance to the City’s needs as defined in the above needs assessment task. We will assess the vendors’ coverage and capacity claims. We will develop a summary report, noting the results of our analysis and our recommendations for changes to the Coverage Test Plan.

#### **Capacity Analysis**

As stated in the Addendum, we acknowledge the City’s goal of merging the Department of Public Facilities/Parks Department’s existing VHF System and the BOE’s Motorola Turbo System with the City’s Public Safety Radio System, thereby creating one citywide system, and to have the ability to interface with the American Medical Response UHF radio system. During this study, we will evaluate the City’s existing system’s ability to add these additional users and meet their requirements.



We will use **FENetwork™** to determine the number of channels needed to support the City’s anticipated traffic load at each facility as defined during the requirements validation activities. Using **FENetwork™**, our staff can analyze the distribution of available frequencies among the radio sites, establishing a viable frequency and channel plan that meets capacity requirements.

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# City of Bridgeport, Connecticut Land Mobile Radio Analysis

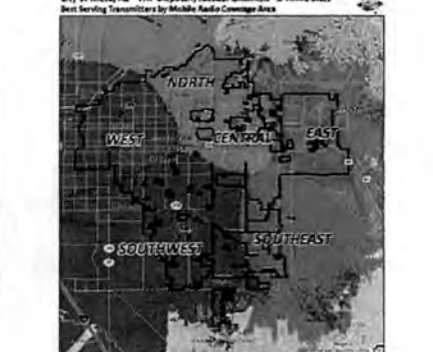
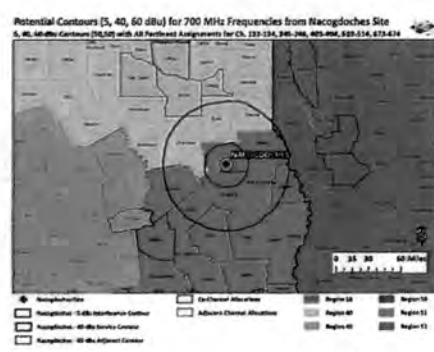
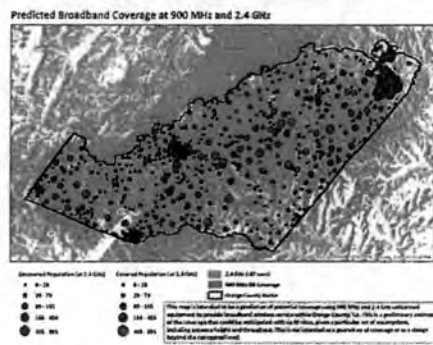
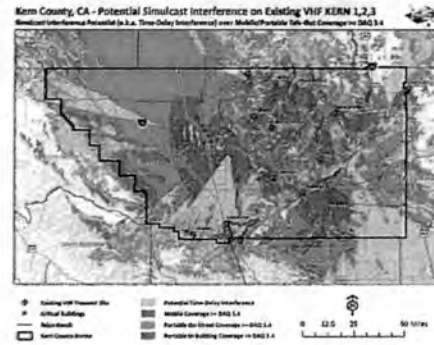


Exhibit 4—Sample Coverage Maps





### **Cost Analysis**

Using our in-house *FECostPro*<sup>™</sup> tool, we will estimate the cost of each alternative under consideration, based on its coverage design, our experience with systems comparable to the City's and the State's CTS, and publicly available industry information. *FECostPro*<sup>™</sup> is a database of the cost of network elements developed from billions of dollars of procurements and our knowledge of acquisition and ownership costs including operations and maintenance estimates. The analysis will consider the anticipated life cycle of the alternatives as well as total cost of ownership for support and maintenance costs over 5 and 10 years. *This high-level, quantitative analysis relies on our team's knowledge base, which spans numerous similar projects.* Our cost estimates will be conservative to ensure the cost to implement does not exceed the estimates.



### **Recommendations Report**

*FE* will prepare a draft *City of Bridgeport Alternatives Analysis and Recommendations Report* based upon the tasks described in previous sections, outlining the results of our user interviews, site visits, existing system assessment, coverage and capacity analysis of both alternatives, cost analyses, review of the vendor-provided Coverage Test Plan, and recommended alternative for the City's

public safety radio system. We will present the results of our analysis to the City in an on-site session. After the meeting, we will revise the report based on City stakeholders' comments and recommendations and issue the final *City of Bridgeport Alternatives Analysis and Recommendations Report*.

## **2.3 Implementation Support and Construction Management**

We understand, as stated in the Addendum, that the City plans on working with the current vendor for upgrades to the current system, if that is the recommended alternative. As an option, the City may ask Federal Engineering to assist with the supervision of construction of any infrastructure development required based on final system design.

*FE* can provide unbiased and objective implementation management services including oversight of delivery, installation, and testing of the new system as described below. Our services include implementation coordination and management, preparation and submittal of monthly status reports, review of vendor pay requests and change orders, and site visits to oversee infrastructure construction, equipment delivery, installation, and vendor coverage testing. Below we summarize the services we can offer the City of Bridgeport as an option.

### **Detailed System Design and Acceptance Test Plan Reviews/Modifications per Review**

- Detailed system design and ATPs (vendor produces and presents; *FE* reviews)
- Shop drawings including structures (vendor produces; *FE* reviews)
- Test plans (vendor develops; *FE* reviews)
- Cutover/migration plans (vendor develops; *FE* reviews)





- System backup and failure plans (vendor develops, **FE** reviews)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Regulatory Management

- FCC licensing
- NEPA/environmental impact reporting (if applicable)
- Site leasing and local zoning/planning (if applicable)

#### Equipment Inspections

- Equipment list (vendor produces, **FE** reviews)
- System component delivery (vendor orders, **FE** verifies)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Installation Inspections

- Site installation inspections (vendor executes; **FE** observes and/or verifies)
- Site inspections-workmanship, structural and civil work (vendor executes; **FE** observes and/or verifies)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Factory Testing

- Factory testing (vendor tests; **FE** observes and reviews test results)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Field and Coverage Testing

- Backhaul system path testing (vendor tests; **FE** participates and reviews test results)
- Network management system performance testing (vendor tests; **FE** participates and reviews test results)
- System integration testing (vendor tests; **FE** participates and reviews test results)
- Rework unaccepted tests (vendor tests; **FE** participates and reviews test results)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### System Acceptance Testing

- Final system acceptance test inspection and certification (vendor tests; **FE** participates, reviews, evaluates, and provides recommendation)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Other Activities

- Training (vendor develops plan; **FE** reviews and facilitates execution)
- System documentation (vendor develops; **FE** reviews and checks for proper location placement)

#### Independent Validation and Verification (optional)

- Conduct independent path testing to validate vendor results (**FE** conducts and compares to vendor results)
- Conduct other independent system testing to validate vendor results (**FE** conducts and compares to vendor results)





### 3 KEY PERSONNEL AND RESUMES

FE's team, shown in Exhibit 5, brings a wealth of knowledge and understanding to the City of Bridgeport's project, with staff able to perform the work in the City's preferred timeframe of project completion by June 30, 2018.

Each has significant experience working with Motorola systems as well as other relevant technologies, including analog and digital VHF, UHF, and 700/800 MHz, trunked, simulcast, P25 Phases 1 & 2, and more. In addition to the technical familiarity, each team member has extensive history in completing existing system and infrastructure assessments, cost analyses, frequency coverage assessments, alternatives analyses, and providing recommendations.



Exhibit 5—Project Organization Chart

*The FE team brings a wealth of public safety communications experience to the City's project.*

Our proposed project team is familiar with public safety, police, fire, and emergency medical communications systems, operations and systems methodologies, and possess an extensive track record in communications system upgrades and replacements, operations, design, and implementation. Radio system design activities include user needs assessments, product lifecycle evaluation, radio coverage analysis, and cost estimates.

Each member of our team brings vast experience regionally and locally, including Project Manager Mike Manning who served as a Vermont State Police Lieutenant, a Statewide Interoperability Coordinator for Vermont, and has also managed the Vermont Emergency Operations Center. He previously worked with Avon and Bristol, Connecticut, who were also upgrading from Motorola legacy systems. He has in-depth experience managing projects for city, county, and state governments, and has developed strategies and milestones for the replacement of public safety communications systems, including assessments, risk management, planning, cost analysis, and procurement documents.







## City of Bridgeport, Connecticut

### Land Mobile Radio Analysis

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Our coverage expert Adam Nelson specializes in both computer-modeled propagation studies and field coverage testing. For example, he conducted signal strength, Bit Error Rate (BER), and subjective audio quality testing (DAQ testing) as part of the Coverage Acceptance Test Plan for the City of Phoenix, Arizona 800 MHz P25 radio system. His duties included performing testing using handheld radios and test equipment in a variety of different in-building environments, analyzing the results of the tests, and determining if the results were sufficient to pass the system's coverage requirement. On a similar project in Vail, Colorado, Mr. Nelson conducted signal strength and throughput testing for a 4G LTE test system operating in Band 14 (public safety band), as well as in commercial LTE bands. Upon completion of tests performed in outdoor and indoor locations, he analyzed test results and presented a report to DHS' Office of Emergency Communications.

Additional details about and resumes for each team member are provided on the following pages.

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**TRAVIS LEPAGE, PMP, PMI-ACP**

Director of Consulting



**EDUCATION**

- Master of Business Administration, Technology Management, State University of New York, 2006, Senator’s Scholar
- Bachelor of Science, Telecommunications Engineering, State University of New York, 2002, with Honors

**AREAS OF EXPERTISE**

- Program and project management
- Public safety communication systems analysis, design, and implementation
- RF spectrum planning and management
- System integration project management

**GENERAL BACKGROUND**

Mr. LePage is a highly talented and accomplished director on the **FE** team with a demonstrated track record of successfully leading and managing complex multi-million-dollar programs and enterprise/agency-wide projects for state and municipal governments and for public and private organizations. Travis has several years of experience delivering project results to meet the unique needs, requirements, and expectations of stakeholders. Mr. LePage is an expert in program and project management; stakeholder requirements analysis; land mobile radio (LMR), microwave radio; radio site development (civil works); interoperable communications plan development; public safety communications systems; RF spectrum management; and voice/data network engineering.

**RELEVANT PROJECT EXPERIENCE**

**City of Avon, Connecticut, Radio System Replacement, Project Director/Consulting Engineer**

- Provided leadership and technical support for the City’s radio communications system replacement project, including the implementation of a new tower site at the Police Department’s Headquarters
- The Replacement radio communications and dispatch console systems along with the new tower site provide police and fire responders with high-quality, reliable communications

**Westchester County, New York, Radio System Replacement and Evolution Project, Project Manager/Consulting Engineer**

- Developed roadmap to replace the existing radio communications systems
- Performed alternatives analyses, and developed budgetary cost estimates and conceptual designs
- Developed technical specifications for vendor RFP
- Directed, managed, and controlled the project cost, scope, quality, resources, risks, and results

**Dutchess County, New York, Radio System Assessment, Project Director**

- Assessed VHF and UHF police, fire, and EMS radio systems
- Directed a stakeholder needs analysis to determine infrastructure and subscriber replacement requirements
- Provided support concerning migrating users from conventional systems to a UHF or 700 MHz trunked radio system
- Developed a strategic plan for the County to maintain, replace, and evolve their radio communications systems

**PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)
- Project Management Institute (PMI)

**CERTIFICATIONS**

- Project Management Professional (PMP)
- Project Management Institute-Agile Certified Practitioner (PMI-ACP)





**MIKE MANNING**

Project Manager



**EDUCATION**

- Associates Degree, General Business, Champlain College

**AREAS OF EXPERTISE**

- Program and project development and management
- Stakeholder outreach and engagement
- Strategy and milestone development
- Risk management and planning
- Federal grants management

**GENERAL BACKGROUND**

Mr. Manning is senior consultant with more than 30 years of public safety experience. As a retired Vermont State Police Lieutenant, he has extensive training and experience in leadership, program development and management, as well as project management. His experience includes consultation and stakeholder outreach and engagement, strategies and milestones, risk management, planning, and federal grants management.

As a Statewide Interoperability Coordinator, he worked on multiple local, state, regional and national interoperable communications and public safety broadband efforts. Mike served as the Homeland Security Field Manager and Section Chief for the Vermont Department of Public Safety, Division of Emergency Management and Homeland Security, providing programmatic management of federal funding and the state's preparedness efforts. Mike managed the Vermont Emergency Operations Center.

**RELEVANT PROJECT EXPERIENCE**

**City of Bristol, Connecticut, Communications System Analysis and Replacement, Project Manager**

- Assess existing Motorola Astro architecture
- Recommend performance and capability improvements
- Provide full integration plan of key system features from legacy system to the P25 system during migration, including replacement of mobile and portable radios
- Develop technical specifications for replacement system
- Support procurement and implementation

**City of Avon, Connecticut, Radio System Consulting Services**

- Complete existing infrastructure and needs assessment
- Conduct feasibility analysis
- Develop preliminary designs and cost projections
- Assist with procurement including ITB and contractor selection
- Support implementation and project management

**Ontario County, New York, Radio System Assessment**

- Complete existing system assessment, including stakeholder interviews, site visits, and needs
- Perform coverage and performance analysis
- Analyze interoperability and system expansion options
- Provide procurement and implementation support

**PROFESSIONAL TRAINING**

- FEMA Certified Incident Commander
- FEMA Certified Operations Section Chief
- NIMS ICS 100/700, 200, 300 and 400
- Leadership Strategies Effective Facilitation
- FEMA Homeland Security Exercise and Evaluation Program Planner





**LUIS CAMARILLO**

Technical Lead



**EDUCATION**

- Master of Science, Information Engineering & Telecom Engineering, Southern Methodist University
- Bachelor of Science, Telecom Engineering Technology, Texas A&M University

**AREAS OF EXPERTISE**

- Long Term Evolution
- Public safety mobile radio
- Wireless communications
- RF propagation analysis
- Electronic circuit analysis
- Engineering management
- Information technology
- Network management

**GENERAL BACKGROUND**

Mr. Camarillo is a Certified Telecommunications Engineer with over 10 years of hands-on experience in cellular communications, information technology and land mobile radio. He has valuable knowledge in Project 25 (P25), digital mobile radio (DMR) and long-term evolution (LTE). Mr. Camarillo has designed citywide, countywide, and statewide voice and data systems that meet and often exceed customer requirements. System design activities include user needs assessments, product lifecycle evaluation, radio coverage analysis, and RFP development. Mr. Camarillo's extensive background solidifies his ability to analyze the ever-changing requirements in today's mission-critical environments.

**RELEVANT PROJECT EXPERIENCE**

**Westchester County, New York, Radio System Replacement and Evolution Project**

- Developed options for replacing existing communications systems
- Performed alternatives analyses, and developed budgetary cost estimates and conceptual designs
- Developed technical specifications for vendor RFP

**State of Colorado Digital Trunked Radio (DTR) Assessment, Project, Technical Support**

- Analyzed existing DTR system
- Generated radio system upgrade/replacement cost estimates
- Developed the Public Safety Statewide System Needs Assessment Report
- Primary author of the Microwave Network Replacement Request for Proposals, including technical specifications, pricing forms and instructions, and compliance matrix

**Bay Area Regional Interoperable Communications System (BayRICS) P25 Radio Engineering Interoperability Program, Technical Support**

- Reviewed existing system documentation and field-gathered data and survey reports
- Developed RFPs for Napa County, Solano County, Sonoma County and North Bay RCS

**City and County of San Francisco, California Public Safety Radio Replacement Project, Technical Support**

- Performed a system loading analysis included in the Existing System Analysis, Needs Assessment and Requirements Report
- Analyzed system alternatives and costs
- Major contributor to the Technical Specifications included in the P25 Radio System RFP

**PROFESSIONAL ORGANIZATIONS**

- Institute of Electrical and Electronics Engineers
- International Association for Radio, Telecommunications and Electromagnetics





**TERRY FOREHAND**

Technical Support



**AREAS OF EXPERTISE**

- Public safety and private wireless networks
- Needs assessment and solution development
- Voice and data communications network implementation & acceptance testing
- Radio system exercise development and execution
- Radio system budgetary analysis

**GENERAL BACKGROUND**

Mr. Forehand has over 18 years in designing, implementing, managing, and maintaining land mobile communications systems for the United States Army, local government and private enterprises. He is experienced with P25 systems and broadband systems and has developed interoperable programming templates for trunking and conventional radios and networks. Mr. Forehand has also developed budgetary requirements for communications systems and managed the implementation of complex systems.

**RELEVANT PROJECT EXPERIENCE**

**City of Avon, Connecticut, Radio System Consulting Services**

- Complete existing infrastructure and needs assessment
- Conduct feasibility analysis
- Develop preliminary designs and cost projections
- Assist with procurement including ITB and contractor selection
- Support implementation and project management

**City of Lakeland, Florida, PSMR Upgrade Support, Lead Engineer**

- Evaluate the current 800 MHz trunking radio system to determine baseline operations and gaps
- Develop recommendations to improve existing communications system's reliability and operational characteristics
- Developed request for proposals for project 25 trunking system and ancillary equipment

**Nassau County, Florida, Public Safety Communications Director**

- Managed installation of county's new Motorola Astro25 trunking radio system
- Managed and maintained county's public safety radio system
- Fiduciary responsibilities for equipment procurement, implementation, operations and maintenance

**Henry County, Georgia, PSMR Upgrade Support, Lead Engineer**

- Evaluate current radio system and determine user needs for communications system
- Developed RFP documentation for procurement of Project 25 radio system

**PROFESSIONAL TRAINING**

- Radio Repeater Course, U.S. Army
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

**PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)

**CERTIFICATES AND AWARDS**

- CENTRACOM Gold Elite Certificate of Achievement, Motorola
- SmartZone Overview Certificate of Achievement, Motorola
- ASTRO 25 Integrated V&D Certificate of Completion, Motorola





**ADAM NELSON**

RF Coverage Specialist



**EDUCATION**

- Master’s Degree, Geographic Information Systems, The Pennsylvania State University
- Bachelor of Science, Information Technology, University of Phoenix, with honors

**AREAS OF EXPERTISE**

- RF propagation prediction/analysis
- RF interference assessment and mitigation
- System capacity planning
- Frequency planning
- Frequency coordination and licensing
- GIS coordination, curation, analysis, and modeling

**RELEVANT PROJECT EXPERIENCE**

**RF Coverage Prediction, Capacity Analysis, Interference Analysis, and/or Channel Planning for the following projects:**

**Municipal Projects**

- City of Albuquerque/Bernalillo County, New Mexico
- City of Bartlett, Tennessee
- City of Chesapeake, Virginia
- City of Henderson, Kentucky
- New York City, New York
- City of Portsmouth, Virginia
- City of Roanoke, Virginia
- City/County of San Francisco, California
- City of Sedona, Arizona
- Bowling Green Municipal Utilities

**County Projects**

- Collier County, Florida Radio System Consulting
- Boone County, Kentucky Microwave Network
- Buncombe County, North Carolina Radio System Design Alternatives and Recommendations
- Henry County, Georgia Radio System Consulting
- Isle of Wight County, Virginia System Analysis
- Pitt County, North Carolina VHF System Expansion with Narrowband Migration
- Pittsylvania County, Virginia Radio System Design Alternatives and Recommendations
- Essex County, New York Radio Consulting
- Cortland County, New York Interoperable Emergency Communications System
- Lewis County, New York System Analysis

**GENERAL BACKGROUND**

Mr. Nelson has over 15 years of experience providing consulting services in the fields of public safety, telecommunications, and information technologies. As a member of **FE’s** Spectrum Center of Excellence, his specialties include radio frequency prediction and analysis, frequency and capacity planning, interference mitigation, LTE system design and analysis, and spectrum-related efforts pertaining to frequency licensing and coordination.

His background also includes the management and maintenance of various municipal wireless networks, specifically in the realm of public safety communications. He has participated in all phases of communications system lifecycle from needs assessment, system recommendations, RFP development, through implementation.

**PROFESSIONAL TRAINING**

- Simulcast Radio Systems, Motorola Certified Training
- Integrated Voice and Data Systems, Motorola Certified Training
- RAPTR Certified Training
- ATDI Developer Training
- ArcGIS Developer Training
- Certified GEOINT Professional
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

**PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)





## 4 ANTICIPATED PROJECT SCHEDULE

A tentative project timeline is provided on the following pages, for completion of Phase I of the project within two months. *FE* acknowledges the City's desire for work to be completed no later than June 30, 2018. We are ready to commence services immediately upon contract execution and will commit the staff and resources needed to meet the City's scope and schedule, assuming notice to proceed by mid-April. Our tentative timeline anticipates project completion by June 15, 2018.

This tentative schedule can be accelerated or delayed to meet the City's needs and will be finalized with the City's project manager during contract negotiations.

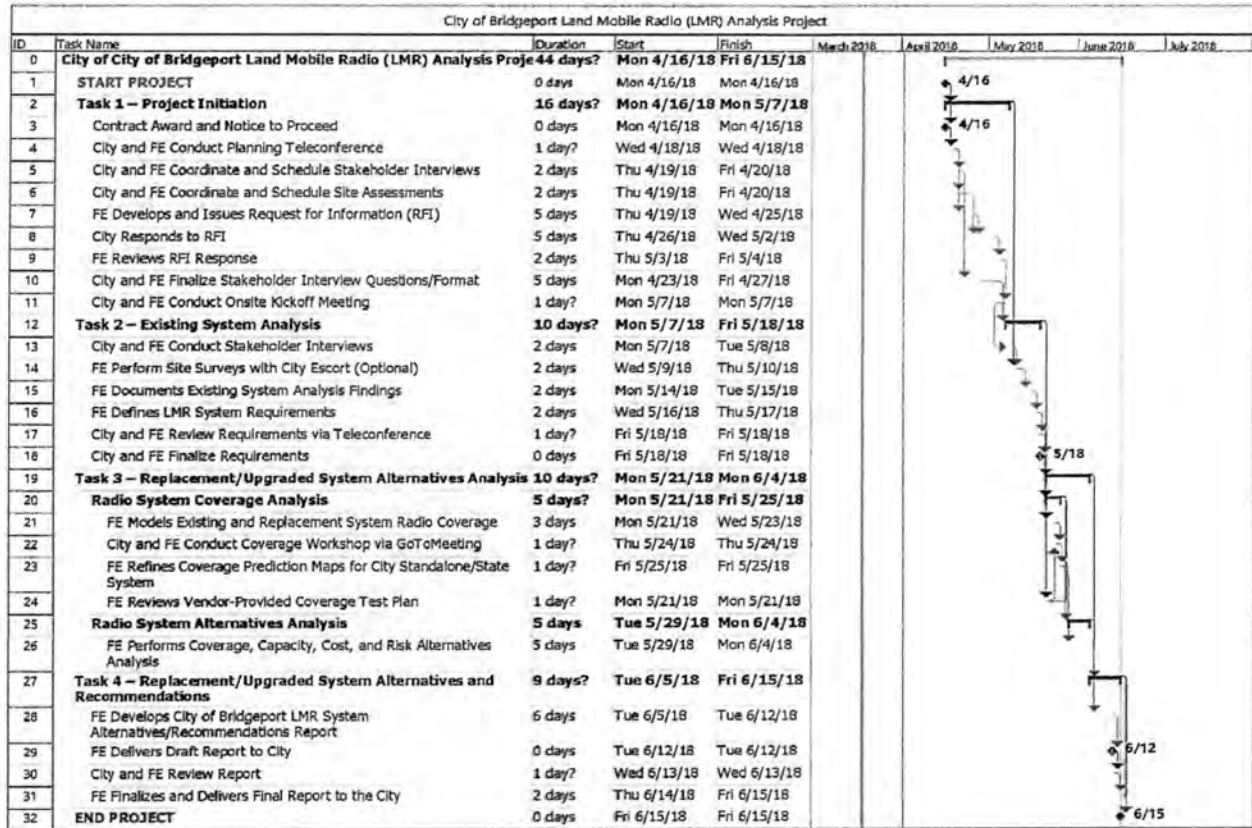
*FE* will provide status reports and conduct status meetings at mutually agreed upon intervals to keep stakeholders informed of our progress. *FE's* project manager will adjust the project plan and schedule as necessary to reflect the nature of the project as it evolves through deliverables, approval processes, and meeting schedules.

Our project management techniques involve effective steps for resource planning, cost estimating, and project control to meet agreed-upon schedules.





## City of Bridgeport, Connecticut Land Mobile Radio Analysis







## 5 ADDITIONAL INFORMATION

Federal Engineering is a full-service public safety communications consultant. We offer the following optional services, as may be required by the City.

### *Procurement and Contract Negotiation Support*

*FE* can provide expert technical recommendations and advice to the City during the procurement process, either facilitating Memoranda of Understanding (MOUs) with the State of Connecticut or developing the contractual terms with Motorola. We will perform requested tasks in close consultation with the City.

*FE* can conduct an independent, unbiased review of vendor proposals, researching them for technical compliance to City requirements. We provide a summary of our findings to the County and present them to the County E9-1-1 Board.

*FE* can provide the City with experienced contract negotiations support. Our proposed project team has considerable experience negotiating public safety radio systems, equipment, services, and user agreements, with a proven track record of saving millions of dollars for our clients. Because of their dealings with radio system vendors on a regular basis, they have insights into vendors' negotiation methods and practices and can assist the City in resolving disputes.

### *Dispatch and PSAP Technology Services*

We have significant qualifications and experience in emergency communications systems assessment, planning, requirements gathering, procurement, evaluation, and implementation.

Members of our team worked with the State of Connecticut to conduct a feasibility study to determine under what conditions consolidation would be a more efficient and economical method of handling 9-1-1 calls within the state. The study examined the workload, technology, cost, and non-emergency communications responsibilities of existing PSAPs and secondary PSAPs, taking into consideration non-secondary dispatch centers such as state police and CMED Centers. A study template for local governments was developed to address essential factors when determining the feasibility of, and the requirements for, consolidation or regionalization, and the need and level of state support.

We are proficient in the following services offerings:

- PSAP consolidations
- PSAP regionalization
- Radio systems and interoperability
- Business process analysis and organizational change
- Continuity of operations (COOP) planning
- NG9-1-1 and E9-1-1 operations
- PSAP facility analysis
- Project management
- Regional information sharing
- Computer aided dispatch (CAD)
- Records management systems (RMS)
- Disaster recovery planning
- External systems and interfaces
- ESInet design and deployment





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

- Mobile applications
- Networks / mobile infrastructure
- Requirements gathering
- Vendor evaluation and selection
- Voice logging
- Funding assessment and planning
- GIS and CAD mapping
- Interoperability and data integration
- Justice system assessment
- Mobile hardware and infrastructure
- Networks and storage systems
- Vendor contract negotiations
- Video systems
- Field surveys and reporting
- Gap identification and analysis
- Governance
- Crime analysis and data analytics
- In-vehicle video systems

### Additional Examples of FE P25 Relevant Experience

Many of our recent clients have been migrating from legacy analog systems from various vendors to standards-based P25 Phase 1 and Phase 2 systems. The table below highlights our extensive P25 expertise; many of these projects are similar to the City of Bridgeport, involving analysis to determine the best path forward from legacy Motorola or Harris systems.

<b>Federal Engineering Project Experience</b>									
Client Name	Existing System Analysis	Needs Assessment/ Requirements	Strategic Planning	Conceptual Design	P25 Design	RFP/ Specification	Procurement	Implementation	P25 Implementation
<b>Arkansas</b>									
City of Hot Springs, Arkansas	✓		✓			✓	✓	✓	
<b>Arizona</b>									
Arizona Public Service Company	✓	✓			✓	✓	✓		✓
State of Arizona	✓	✓			✓	✓	✓		✓
Town of Florence, Arizona	✓	✓			✓				✓
City of Mesa, Arizona	✓	✓		✓		✓	✓		
City of Mesa Utilities	✓	✓				✓	✓	✓	
Pinal County, Arizona	✓	✓			✓				✓
Salt River Pima Maricopa Indian Community, Arizona	✓	✓		✓					
<b>California</b>									
Bay Area Regional Interoperable Communications System (BayRICS)	✓	✓		✓	✓	✓			
Contra Costa County, California	✓	✓							
Los Angeles Department of Water and Power	✓	✓	✓			✓			
Los Angeles Regional Interoperable Communications System (LA-RICS)						✓	✓	✓	
Marin County, California	✓	✓	✓			✓	✓	✓	
City of San Diego, California	✓	✓	✓						
San Diego and Imperial Counties, California	✓	✓			✓	✓	✓		✓
City and County of San Francisco, California	✓	✓			✓	✓	✓		✓





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

<b>Federal Engineering Project Experience</b>									
Client Name	Existing System Analysis	Needs Assessment/ Requirements	Strategic Planning	Conceptual Design	P25 Design	RFP/ Specification	Procurement	Implementation	P25 Implementation
<b>Canada</b>									
Calgary Transit	✓	✓		✓		✓	✓		
Edmonton, Alberta Fire Rescue	✓	✓	✓						
Edmonton, Alberta Police	✓	✓	✓						
E-Comm, Vancouver, British Columbia				✓			✓		
<b>Colorado</b>									
Routt County, Colorado				✓					
State of Colorado DTR	✓	✓	✓						
State of Colorado Microwave	✓	✓				✓			
<b>Florida</b>									
Collier County, Florida	✓	✓				✓	✓	✓	
Gainesville Regional Utilities, Florida	✓	✓			✓	✓	✓		
City of Lakeland, Florida	✓	✓			✓	✓	✓		✓
Nassau County, Florida							✓	✓	
<b>Georgia</b>									
Camden County, Georgia	✓	✓				✓	✓	✓	
Henry County, Georgia	✓	✓		✓		✓	✓	✓	
LaGrange County, Georgia	✓	✓							
<b>Iowa</b>									
City of Davenport, Iowa	✓	✓					✓		
Iowa State Police	✓	✓			✓	✓	✓		✓
State of Iowa Department of Corrections	✓	✓		✓		✓			
Mills County, Iowa	✓	✓							
<b>Kentucky</b>									
Boone County, Kentucky Microwave	✓	✓			✓				✓
Bowling Green Municipal Utilities, Kentucky	✓	✓			✓	✓	✓		✓
Bowling Green-Warren County, Kentucky	✓	✓			✓	✓	✓		✓
City and County of Henderson, Kentucky	✓	✓				✓	✓	✓	
<b>Maryland</b>									
State of Maryland									✓
<b>Minnesota</b>									
Mayo Clinic, Minnesota				✓			✓	✓	
State of Minnesota	✓	✓	✓		✓				
<b>Montana</b>									
State of Montana			✓		✓				





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

<b>Federal Engineering Project Experience</b>								
Client Name	Existing System Analysis	Needs Assessment/ Requirements	Strategic Planning	Conceptual Design	P25 Design	RFP/ Specification	Procurement	P25 Implementation
Montana 15-90 Interoperable Communications Consortium	✓	✓						
Montana Big Sky Consortium	✓	✓						
<b>Nebraska</b>								
State of Nebraska	✓	✓				✓		
Metropolitan Utilities District of Omaha, Nebraska	✓	✓	✓					
<b>Nevada</b>								
State of Nevada	✓	✓		✓		✓	✓	✓
<b>New Hampshire</b>								
Twin State Mutual Aid Fire Association, New Hampshire	✓	✓		✓				
<b>New Mexico</b>								
State of New Mexico	✓	✓	✓					
City of Albuquerque, New Mexico	✓					✓	✓	
<b>New York</b>								
State of New York								✓
Cortland County, New York	✓	✓			✓	✓	✓	✓
Essex County, New York	✓	✓				✓		✓
Lewis County, New York	✓	✓		✓				
New York City Transit/ Metropolitan Transportation Authority					✓	✓	✓	
<b>North Carolina</b>								
Buncombe County, North Carolina	✓	✓			✓	✓	✓	✓
New Hanover County, North Carolina	✓	✓			✓	✓	✓	✓
Pitt County, North Carolina					✓	✓		
Yadkin County, North Carolina	✓	✓				✓	✓	✓
<b>North Dakota</b>								
State of North Dakota	✓	✓	✓	✓		✓	✓	
<b>Oregon</b>								
State of Oregon	✓	✓			✓	✓	✓	✓
City of Portland, Oregon	✓	✓		✓		✓	✓	✓
Portland General Electric	✓	✓		✓		✓		
<b>Tennessee</b>								
Town of Collierville, Tennessee	✓	✓	✓			✓	✓	✓
Cumberland County, Tennessee							✓	✓
City of Nashville, Tennessee	✓	✓						





# City of Bridgeport, Connecticut

## Land Mobile Radio Analysis

<b>Federal Engineering Project Experience</b>									
Client Name	Existing System Analysis	Needs Assessment/ Requirements	Strategic Planning	Conceptual Design	P25 Design	RFP/ Specification	Procurement	Implementation	P25 Implementation
<b>Texas</b>									
City of El Paso, Texas	✓	✓			✓	✓	✓		✓
El Paso County, Texas	✓	✓			✓	✓			
<b>Virginia</b>									
Caroline County, Virginia	✓	✓			✓	✓			
City of Chesapeake, Virginia	✓	✓		✓		✓	✓	✓	
Fauquier, Culpeper, and Rappahannock Counties, Virginia	✓	✓		✓			✓	✓	
City of Hampton, Virginia	✓	✓	✓		✓				✓
Hanover County, Virginia	✓	✓		✓		✓		✓	
King and Queen County, Virginia	✓	✓			✓	✓	✓		✓
Middlesex County, Virginia	✓	✓					✓	✓	
New Kent County, Virginia	✓	✓				✓	✓	✓	
City of Newport News, Virginia	✓	✓			✓	✓	✓		✓
Hampton Roads Region, Virginia Overlay Regional InterOperability Network (ORION)	✓	✓			✓	✓	✓		✓
Pittsylvania County, Virginia	✓	✓			✓	✓	✓		✓
City of Portsmouth, Virginia	✓	✓			✓	✓	✓		✓
Rockbridge County, Virginia	✓	✓			✓	✓	✓		✓
Sussex County, Virginia	✓	✓					✓	✓	
City of Virginia Beach, Virginia	✓	✓	✓						
<b>Washington</b>									
Bonneville Power Administration, Washington	✓					✓	✓		
Pierce County, Washington	✓		✓						
City of Redmond, Washington	✓					✓	✓		
City of Seattle, Washington	✓							✓	
State of Washington	✓		✓						
<b>Wisconsin</b>									
Dane County, Wisconsin	✓				✓	✓	✓		✓
Manitowoc County, Wisconsin	✓				✓	✓			✓
State of Wisconsin	✓		✓	✓					
<b>Wyoming</b>									
State of Wyoming	✓								
Campbell County, Wyoming	✓								
City of Gillette, Wyoming	✓								





## **6 FORMS**

On the following pages, we present the required No Conflict form, signed and notarized.

The balance of this page intentionally left blank.



NO CONFLICTS FORM

EVERY BUSINESS THAT SUBMITS A BID, PROPOSAL, QUOTATION, QUALIFICATION PACKAGE OR OTHER SUBMISSION TO THE CITY OF BRIDGEPORT PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED) HAVING A VALUE OR POTENTIAL VALUE OVER \$25,000 MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM OR ITS SUBMISSION WILL BE DEEMED NON-RESPONSIVE. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: Federal Engineering, Inc.

Person signing this form: Ronald F. Bosco

Title: President & CEO

Phone Number: ( 703 ) 359 - 8200

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*)

- |  |  |
|--|--|
| <input checked="" 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 _____           |

2. Business Address: 10600 Arrowhead Drive  
Fairfax, VA 22030

3. State of incorporation or organization:  Connecticut  
 Other Maryland

4. What other trade names does the Business use, if any?  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

Revised 2017

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

<u>Name</u>	<u>Address</u>	<u>Title</u>
<u>Ronald F. Bosco</u>	<u>11210 Stuart Mill Rd., Oakton, VA</u>	<u>President &amp; CEO</u>
<u>John Murray</u>	<u>1043 Old Bay Ridge Rd., Annapolis, MD</u>	<u>Executive Vice President &amp; COO</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Ronald F. Bosco</u>	<u>11210 Stuart Mill Rd., Oakton, VA</u>	<u>President &amp; CEO</u>
<u>John Murray</u>	<u>1043 Old Bay Ridge Rd., Annapolis, MD</u>	<u>Executive Vice President &amp; COO</u>
_____	_____	_____
_____	_____	_____

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

(a) Company's name N/A, 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: \_\_\_\_\_

(b) Company's name N/A, 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: \_\_\_\_\_

[Add additional sheets if necessary.] **N/A**

7. 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. N/A**

8. 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. MC (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)

N/A

9. 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? **N/A**

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

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

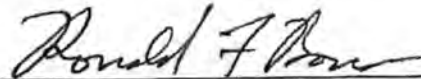
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. MC (Initial)

11. 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. MC (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's 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.

Dated: 03/19/2018

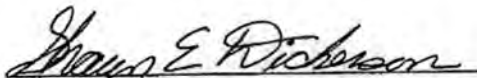


Name: **Ronald F. Bosco**  
Title: **President & CEO**  
duly-authorized

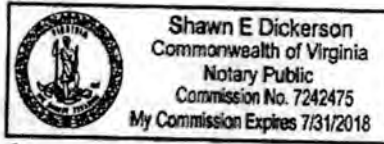
STATE OF Virginia }  
  }ss. Fairfax  
COUNTY OF Fairfax }

March 19, 2018

Personally appeared before me, Ronald F. Bosco (name), the President & CEO (title) of Federal Engineering, Inc. (name of Business), who swore to the truth of the foregoing as his/her free act and deed and the free act and deed of Federal Engineering, Inc. (name of Business) before me.



Notary Public: **Shawn E. Dickerson**  
My commission expires on: July 31 2018  
Commissioner of the Superior Court

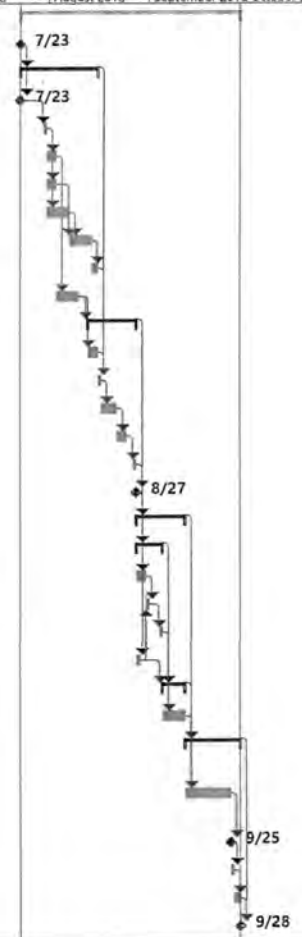


# EXHIBIT C

City of Bridgeport Land Mobile Radio (LMR) Analysis Project  
**DRAFT SCHEDULE - RELEASE 1.5**



ID	Task Name	Duration	Start	Finish	June 2018	July 2018	August 2018	September 2018	October 2018
0	<b>City of Bridgeport Land Mobile Radio (LMR) Analysis Project</b>	<b>49 days?</b>	<b>Mon 7/23/18</b>	<b>Fri 9/28/18</b>					
1	<b>START PROJECT</b>	0 days	Mon 7/23/18	Mon 7/23/18					
2	<b>Task 1 – Project Initiation</b>	<b>18 days?</b>	<b>Mon 7/23/18</b>	<b>Wed 8/15/18</b>					
3	Contract Award and Notice to Proceed	0 days	Mon 7/23/18	Mon 7/23/18					
4	City and FE Conduct Planning Teleconference	1 day?	Mon 7/30/18	Mon 7/30/18					
5	City and FE Coordinate and Schedule Stakeholder Interviews	3 days	Tue 7/31/18	Thu 8/2/18					
6	City and FE Coordinate and Schedule Site Assessments	3 days	Tue 7/31/18	Thu 8/2/18					
7	FE Develops and Issues Request for Information (RFI)	5 days	Tue 7/31/18	Mon 8/6/18					
8	City Responds to RFI	5 days	Tue 8/7/18	Mon 8/13/18					
9	FE Reviews RFI Response	2 days	Tue 8/14/18	Wed 8/15/18					
10	City and FE Finalize Stakeholder Interview Questions/Format	5 days	Fri 8/3/18	Thu 8/9/18					
11	<b>Task 2 – Existing System Analysis</b>	<b>11 days?</b>	<b>Mon 8/13/18</b>	<b>Mon 8/27/18</b>					
12	City and FE Conduct Stakeholder Interviews	3 days	Mon 8/13/18	Wed 8/15/18					
13	FE Perform Site Surveys with City Escort (Optional)	1 day	Thu 8/16/18	Thu 8/16/18					
14	FE Documents Existing System Analysis Findings	3 days	Fri 8/17/18	Tue 8/21/18					
15	FE Defines LMR System Requirements	3 days	Wed 8/22/18	Fri 8/24/18					
16	City and FE Review Requirements via Teleconference	1 day?	Mon 8/27/18	Mon 8/27/18					
17	City and FE Finalize Requirements	0 days	Mon 8/27/18	Mon 8/27/18					
18	<b>Task 3 – Replacement/Upgraded System Alternatives Analysis</b>	<b>10 days?</b>	<b>Tue 8/28/18</b>	<b>Tue 9/11/18</b>					
19	<b>Radio System Coverage Analysis</b>	<b>5 days?</b>	<b>Tue 8/28/18</b>	<b>Tue 9/4/18</b>					
20	FE Models Existing and Replacement System Radio Coverage	3 days	Tue 8/28/18	Thu 8/30/18					
21	City and FE Conduct Coverage Workshop via GoToMeeting	1 day?	Fri 8/31/18	Fri 8/31/18					
22	FE Refines Coverage Prediction Maps for City Standalone/State Sy	1 day?	Tue 9/4/18	Tue 9/4/18					
23	FE Reviews Vendor-Provided Coverage Test Plan	1 day?	Tue 8/28/18	Tue 8/28/18					
24	<b>Radio System Alternatives Analysis</b>	<b>5 days</b>	<b>Wed 9/5/18</b>	<b>Tue 9/11/18</b>					
25	FE Performs Coverage, Capacity, Cost, and Risk Alternatives Analy	5 days	Wed 9/5/18	Tue 9/11/18					
26	<b>Task 4 – Replacement/Upgraded System Alternatives and Recommendations</b>	<b>13 days?</b>	<b>Wed 9/12/18</b>	<b>Fri 9/28/18</b>					
27	FE Develops City of Bridgeport LMR System Alternatives/Recommendations Report	10 days	Wed 9/12/18	Tue 9/25/18					
28	FE Delivers Draft Report to City	0 days	Tue 9/25/18	Tue 9/25/18					
29	City and FE Review Report	1 day?	Wed 9/26/18	Wed 9/26/18					
30	FE Finalizes and Delivers Final Report to the City	2 days	Thu 9/27/18	Fri 9/28/18					
31	<b>END PROJECT</b>	0 days	Fri 9/28/18	Fri 9/28/18					



# EXHIBIT D



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

March 21, 2018

Scott Appleby, CEM  
Department of Public Purchases  
Margaret Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604

Dear Mr. Appleby:

Federal Engineering, Inc. (**FE**) is pleased to provide the attached cost proposal for the project defined in the City of Bridgeport's LMR-RFQ/RFP (EOB40183) for a Land Mobile Radio Analysis, as amended via questions and answers posted on Bidsync on March 6 and March 8, 2018.

**FE's** proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. **FE** possesses permits, licenses, and professional credentials that are required to perform consulting services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables.

As the founder of **FE**, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

My team and I look forward to working with the City of Bridgeport on this project.

Sincerely,

*Ronald F. Bosco*

Ronald F. Bosco  
President and Chief Executive Officer  
Federal Engineering, Inc.



**Table of Contents**

**1 COST PROPOSAL ..... 1**  
1.1 Firm Fixed Price..... 1  
1.2 Price Breakdown per Task..... 1  
1.3 Hourly Rates ..... 2  
1.4 Basis of our Proposal..... 3

**Table of Exhibits**

Exhibit 1—Cost Breakdown by Task ..... 1





## 1 COST PROPOSAL

### 1.1 Firm Fixed Price

The total firm fixed cost, including labor, travel, and other direct costs, for the City of Bridgeport’s land mobile radio analysis project is \$45,352.

*FE*’s proposed costs for this project are indicative of the efficiency of our operations, our proven automated tools, our vast experience completing similar projects, and our view of the strategic nature of the City’s project. Further, it is not our culture to “up-scope” during contract negotiations or during the project, unless the City adds scope of work beyond that outlined their RFP.

### 1.2 Price Breakdown per Task

A breakdown of activities and proposed costs for services is provided in the table below.

Tasks	Description	Cost
Task 1	Project Initiation and User Interviews (Needs Assessment)	\$17,495
Task 2	Existing System Analysis, including Coverage Assessment	\$14,423
Task 3	Recommendations and Final Report	\$13,434
	<i>Total</i>	\$45,352
	<i>Estimated Labor Hours</i>	344 hours

Exhibit 1—Cost Breakdown by Task

This price assumes a mutually agreeable invoicing schedule.

### 1.3 Construction Supervision (Optional Task)

If requested by the City of Bridgeport, *FE* can provide construction management services on a Time and Material basis, based on the hourly rates shown in Schedule A in the following section.





**1.4 Hourly Rates**

If required by the City of Bridgeport, **FE** can provide additional services in accordance with the rate schedule below.

**SCHEDULE A**

Effective January 1, 2018 through December 31, 2018

Principal	\$ 330.00 per hour
Vice President	\$ 298.00 per hour
Assistant Vice President	\$ 265.00 per hour
Director/Chief Consultant	\$ 233.00 per hour
Senior Consultant	\$ 195.00 per hour
Consultant	\$ 168.00 per hour
Senior Analyst	\$ 140.00 per hour
Analyst	\$ 103.00 per hour
Administrative / Computer Services	\$ 71.00 per hour

**TERMS AND CONDITIONS**

1. Labor rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

**Proprietary Notice**

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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Fairfax, Virginia







## 1.5 Basis of our Proposal

1. This proposal assumes Federal Engineering, Inc. will perform the tasks as called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to the City of Bridgeport, Connecticut.
3. Any optional or additional tasking will be authorized by mutual agreement of the City and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the City and **FE**.
4. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the City of Bridgeport and its participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
5. This proposal is based upon a start date on or before April 15, 2018, and assumes a two-month schedule to completion. Delays to the project schedule due to actions or lack of actions on the part of the City of Bridgeport, City participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the City will be brought to the attention of the City's project manager in a timely manner and will be reduced to writing via a mutually agreed upon contract amendment.
6. This proposal assumes a mutually agreeable invoicing schedule for work completed.
7. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members to meet our contractual obligations to the City.





JOSEPH P. GANIM  
Mayor

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

**Comm. #150-17 Ref'd to ECD&E Committee  
On 08/06/2018**

August 1, 2018

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

**Re: Resolution – Center for Disease Control (CDC) Racial and Ethnic Approaches to Community Health – REACH (19322)**

Attached, please find a Grant Summary and Resolution for the CDC Racial and Ethnic Approaches to Community Health - REACH (19322) Grant to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

**Grant:** Center for Disease Control (CDC) Racial and Ethnic Approaches to Community Health – (REACH)

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

Thank you,

Isolina DeJesus  
Central Grants Office



RECEIVED  
OFFICE  
AUG 06 2018



## GRANT SUMMARY

**PROJECT TITLE:** Center for Disease Control (CDC) - Racial and Ethnic Approaches to Community Health (REACH) (19322)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Isolina DeJesus

**PHONE NUMBER:** 203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Health & Social Services in collaboration with the Primary Care Action Group community coalition, proposes to implement the Healthy Bridgeport for All Initiative. The Healthy Bridgeport for All initiative will implement nutrition, physical activity and community clinical care strategies by significantly expanding activities included in the Community Health Improvement Plan targeting African Americans/Black and Hispanics/Latinos populations.

**CONTRACT PERIOD:** October 1, 2018 – September 30, 2019

FUNDING SOURCES:	
Federal:	\$ 803,496
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 183,975/\$100,632
Supplies:	\$ 65,000
Travel:	\$ 13,889
Contractual:	\$ 440,000
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source:		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Equipment:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Center for Disease Control (CDC)**

**Racial and Ethnic Approaches to Community Health (REACH) (#19322)**

**WHEREAS**, the **Center for Disease Control (CDC)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Racial and Ethnic Approaches to Community Health (REACH) Grant Program**; and

**WHEREAS**, funds under this grant will be used to expand nutritional programs, physical activity programs and clinical care strategies targeting African American/Blacks and Hispanic Latinos; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Center for Disease Control (CDC)** to request funding to expand nutritional programs, physical activity programs and clinical care strategies targeting African American/Blacks and Hispanic Latinos.

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

1. That it is cognizant of the City's grant application to and contract with the **Center for Disease Control (CDC)** for the purpose of the **Racial and Ethnic Approaches to Community Health (REACH) Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **Center for Disease Control (CDC) Racial and Ethnic Approaches to Community Health (REACH) Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program,



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM  
Mayor

**Comm. #151-17 Ref'd to ECD&E Committee  
On 08/06/2018**

August 1, 2018

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

**Re: Resolution –Department of Transportation BUILD Discretionary Grant Program  
(#9P663)**

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Transportation BUILD Discretionary Grant Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

**Grant: U. S. Department of Transportation Better Utilizing Investments to Leverage  
Development (BUILD) Discretionary Grant Program**

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

Thank you,

Isolina DeJesus  
Central Grants Office

RECEIVED  
CITY CLERKS OFFICE  
10 AUG - 1 PM 3:48  
ATTEST  
CITY CLERK



## GRANT SUMMARY

**PROJECT TITLE:** U. S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program (#9P663)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Isolina DeJesus

**PHONE NUMBER:** 203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Office of Planning and Economic Development is seeking funding to support the construction of a fixed bridge to replace the existing non-operational Congress Street Bridge.

**CONTRACT PERIOD:** To Be Determined

FUNDING SOURCES (include matching funds):	
Federal:	\$ 12,000,000
State:	\$ 0
City:	\$ 10,750,000
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Supplies:	\$
Construction:	\$ 12,000,000
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: <b>City Capital Funds</b>		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Construction:	\$ 10,750,000	\$ 0
Other:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Department of Transportation  
BUILD Discretionary Grant Program (#9P663)**

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

**WHEREAS**, this funding has been made possible through the **U. S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program**; and

**WHEREAS**, funds under this grant will be used to support construction of a fixed bridge to replace the existing non-operational Congress Street Bridge; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **U.S. Department of Transportation** to support replacement of the Congress Street Bridge.

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

1. That it is cognizant of the City's grant application to and contract with the **U. S. Department of Transportation** for the purpose of the **Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **U. S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary 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.



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

JOSEPH P. GANIM  
Mayor

**Comm. #152-17 Ref'd to Public Safety & Transportation Committee  
On 08/06/2018**

August 1, 2018

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

**Re:** Resolution – State of Connecticut Office of Policy and Management - 2018 Juvenile Review Board Grant Program (19246)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy and Management - 2018 Juvenile Review Board Grant Program** to be referred to the **Committee on Public Safety & Transportation** of the City Council.

**Grant:** State of Connecticut Office of Policy and Management - 2018 Juvenile Review Board Grant Program

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

Thank you,

Isolina DeJesus  
Central Grants Office

RECEIVED  
CITY CLERKS OFFICE  
18 AUG - 1 PM 3:41  
TEST  
CITY CLERK





## GRANT SUMMARY

**PROJECT TITLE:** State of Connecticut Office of Policy and Management - 2018  
 Juvenile Review Board Grant Program (#19246)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Isolina DeJesus

**PHONE NUMBER:** 203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport will act as fiduciary to the Juvenile Review Board Grant in collaboration with the Regional Youth Adult Social Action Partnership (RYASAP). This grant is to replace funds which are no longer appropriated by the General Assembly in its 2019 Budget adjustment to support the Juvenile Review Board.

**CONTRACT PERIOD:** To Be Determined

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 179,124
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Supplies:	\$
Travel:	\$
Contractual:	\$ 179,124
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source:		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Equipment:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut Office of Policy and Management**

**2018 Juvenile Review Board Grant Program (19246)**

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

**WHEREAS**, this funding has been made possible through the **2018 Juvenile Review Board Grant Program**; and

**WHEREAS**, funds under this grant will be used to support the Bridgeport Juvenile Review Board which is managed by the Regional Youth Adult Social Action Partnership (RYASAP); and

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

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Office of Policy and Management** for the purpose of the **2018 Juvenile Review Board Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Central Grants**, to execute and file such application with the **State of Connecticut Office of Policy and Management - 2018 Juvenile Review Board 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  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

**Comm. #154-17 Ref'd to Public Safety & Transportation Committee  
On 08/06/2018**

WILLIAM J. COLEMAN  
Deputy Director

TO: Honorable City Council  
FROM: Lynn Haig   
Director of Planning  
DATE: August 1, 2018  
RE: Street Discontinuance – Portion of Michael Street  
Street Acceptance – Portion of Michael Street

RECEIVED  
CITY CLERKS OFFICE  
18 AUG -2 AM 11:04  
ATTEST  
CITY CLERK

OPED is requesting your approval of the following actions:

1. Discontinuance of the northerly portion of Michael Street, from Platt Street south to 42 and 59 Michael Street.
2. Acceptance of the southerly portion of Michael Street which is a developed cul-de-sac off of Valley Avenue.

If you are favorable to these actions, I respectfully request that a Meeting of the Abutters is called for by the Public Safety Committee, to be held the same night of, and immediately prior to, the next City Council meeting. This will provide the property abutters with an opportunity to speak to the entire Council of their support or opposition to these actions, and before the final Council vote.

Attached as reference are an aerial view of the street, photos of the street condition from approximately 2 years ago, discontinuance map, and acceptance map (subdivision plat).

Discontinuance

The northerly portion of Michael Street, from Platt Street south to 42 Michael and 59 Michael, is being proposed for discontinuance. This section is the original paved portion of Michael Street. There is no turn-around at the southerly end for garbage or public safety vehicles, therefore the street is not serviced. Additionally, the slope is fairly significant. As a result, the pavement has not been maintained and is hazardous to traverse.

All parcels impacted by the discontinuance will maintain street access.

- 779 Platt and 49 Michael Street – this property has driveway access directly onto Platt Street
- 59 Michael Street – this property has driveway access to the Michael Street cul-de-sac

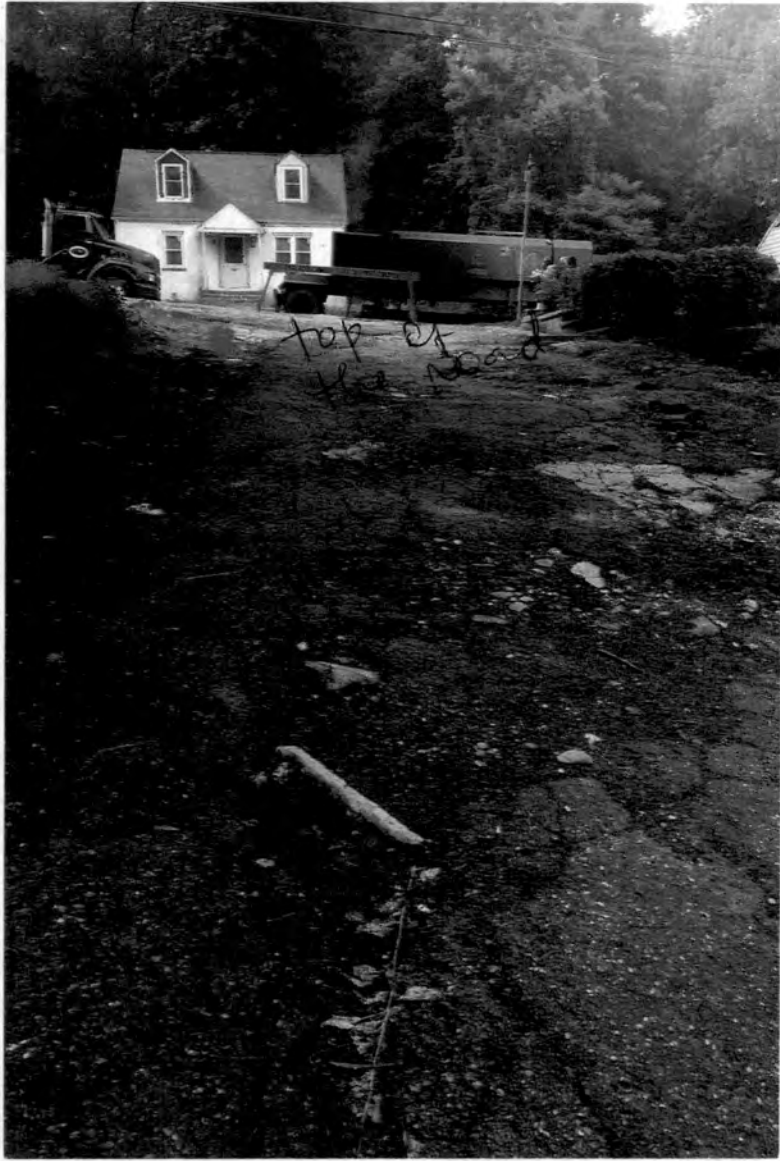
- 757 Platt Street – this property driveway connects to the portion of Michael Street which is to be discontinued. Through the discontinuance the property will acquire half of the street, which will then function as their private driveway onto Platt Street.
- 42 Michael Street – Through the discontinuance this property will acquire half of the street, which will be utilized as a driveway to provide access onto the cul-de-sac.

#### Acceptance

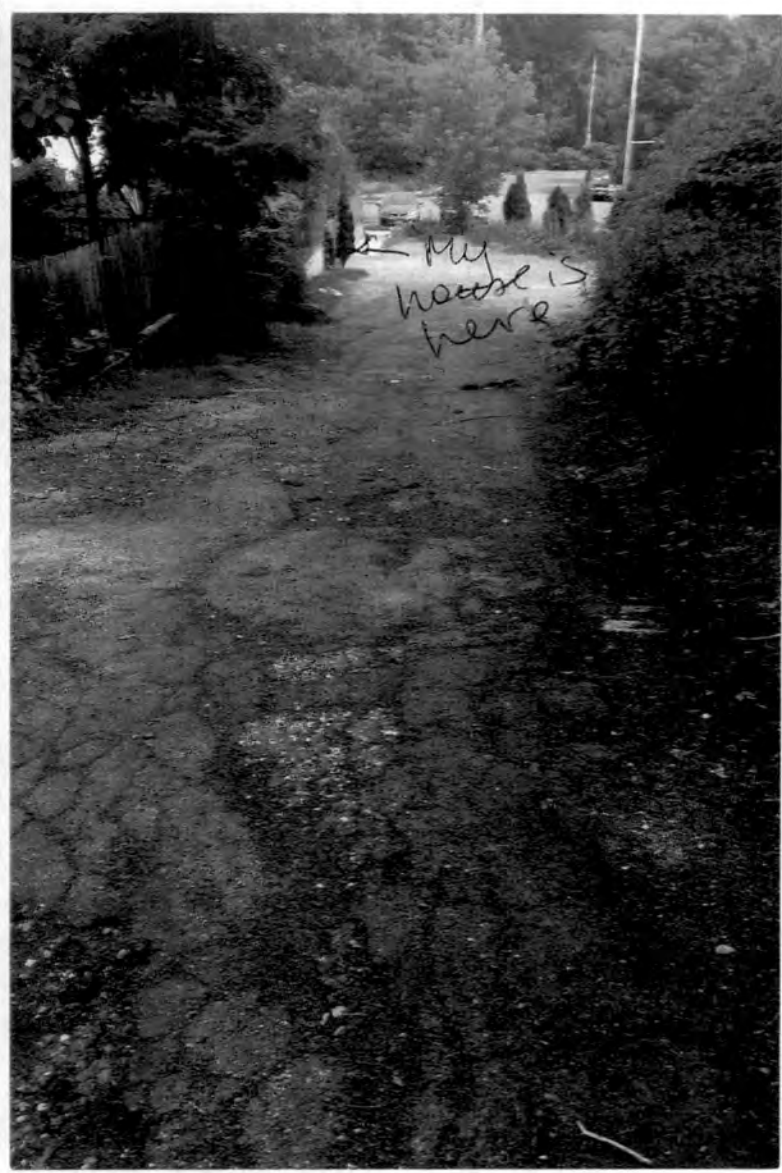
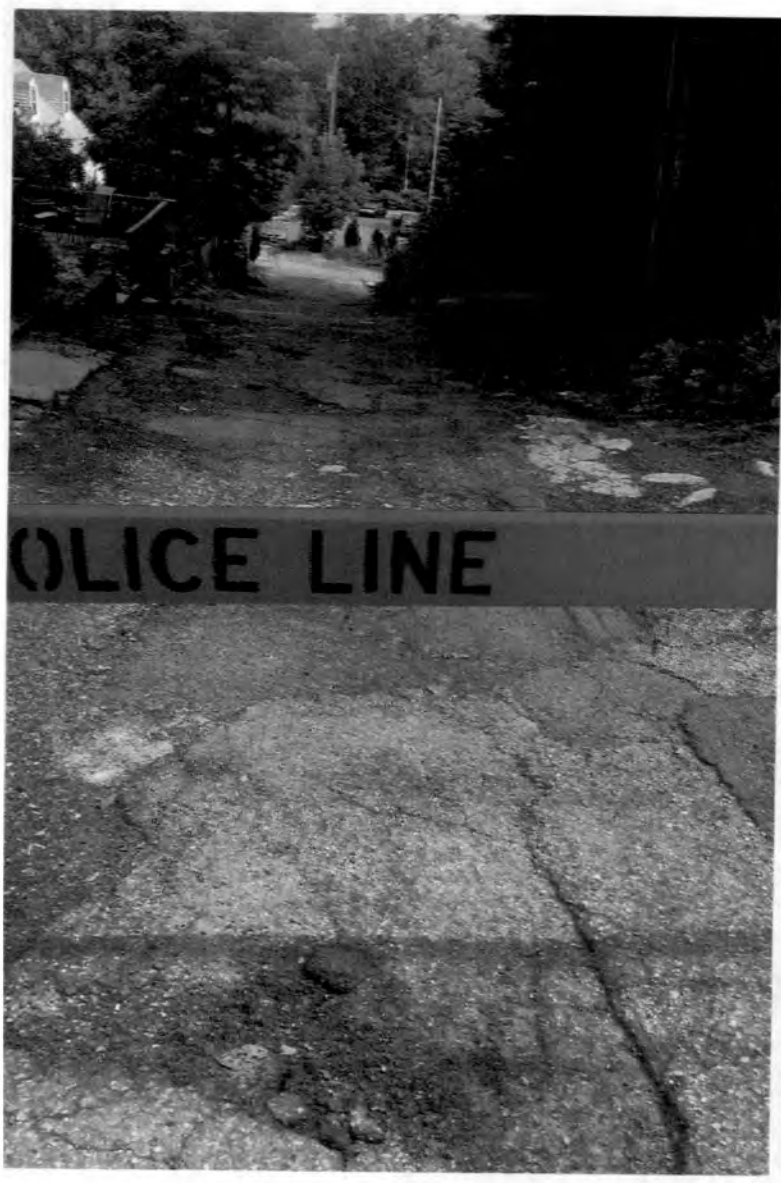
A private cul-de-sac was developed using a portion of the paper Michael Street, connecting it to Valley Avenue, but not connecting it to the existing northerly portion of Michael Street. The street was developed to City standards.

I look forward to discussing this with you at the Public Safety Committee meeting, and encourage you to contact me with any questions.





top of  
the road





OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

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

Log ID/Item number: 144-17  
Submitting Department / Contact Name: Councilman Ernest E. Newton, D-139th  
Co-Sponsors: Aidee Nieves, D-137th; Eneida L. Martinez, D-139th;  
Karen Jackson, D-138th; Kyle Langan, D-132nd  
Subject: Proposed Resolution requesting Connecticut "Clean Slate" Legislation for Citizen Re-entry.  
Referred to Committee: Changed to Immediate Consideration (From the Floor)  
City Council Date: August 6, 2018

**Attest:**

Lydia N. Martinez, City Clerk

August 6, 2018

Date

**Approved by:**

Joseph P. Ganim, Mayor

8/15/18

Date

RECEIVED  
CITY CLERKS OFFICE  
18 AUG 16 PM 1:53  
ATTEST  
CITY CLERK





# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERK'S OFFICE

18 JUL 24 PM 2: 30

ATTEST \_\_\_\_\_

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 144-17

Submitted by Councilmember(s): Ernest E. Newton

Co-Sponsors(s): Aidee Nieves Eneida L. Martinez Karen Jackson Kyle Langan

District: 139TH

Subject: Connecticut "Clean Slate" Legislation for Citizen Re-entry

Referred to: ~~Public Safety and Transportation Committee~~ *Changed to Immediate*

City Council Date: August 6, 2018 *Consideration*

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, for too long society has only sought to be tough on crime, an approach that costs our state millions of dollars annually, and takes an unnecessary toll on the lives of countless numbers of otherwise decent citizens who have paid their legal debt to society but find themselves locked out of a path to productive citizenry; and

**WHEREAS**, in the case of arrests without convictions or certain low level, nonviolent crimes thousands face a lifetime of stigma as even a minor criminal record can often block their successful employment, getting an education, or participation in society; and

**WHEREAS**, these citizens, who have paid their debt and proven their rehabilitation, if given a clean slate to get them back on the path to a productive and blemish-free life can help our communities grow and thrive while saving Connecticut millions of dollars; and

**WHEREAS**, Connecticut needs to send a clear message that everyone deserves a second chance, people should no longer have to suffer for mistakes they made years ago, they should no longer be subjected to treatment as second-class citizens; and

**WHEREAS**, what Connecticut needs to enact is legislation that allows citizens who have paid their debt to society, and proven their rehabilitation, to be truly reintegrate into society by automatically sealing after a period time those records of arrests that did not result in convictions or convictions for lower-level, nonviolent crimes; and

**WHEREAS**, such legislation would discourage recidivism and enable people who have turned their lives around to have the opportunity to move on with their lives; and

**WHEREAS**, Pennsylvania enacted House Bill 1419 into law on June 28, 2018, with broad support across the political spectrum from the Pennsylvania General Assembly and Governor, to make it the first state in the nation to give decent citizens the chance for a "Clean Slate" in life so they would no longer have to suffer for mistakes made years ago; and

*From the  
Flo  
on  
8/6*



## OFFICE OF THE CITY CLERK RESOLUTION FORM

**NOW, THEREFORE, BE IT RESOLVED** that the Bridgeport City Council in order to help people who have changed their lives move on from past mistakes, and enable non-violent offenders who have become law-abiding citizens a second chance in life, calls upon Bridgeport's elected representatives to the Connecticut General Assembly to take the necessary steps to make Connecticut the second state in the nation to enact "Clean Slate" legislation that helps to move citizens with minor criminal records back on the path to a fruitful life; and

**BE IT FURTHER RESOLVED** that the Bridgeport City Council asks the municipal leadership in each of Connecticut's other 168 towns and cities to call upon their elected representatives to the Connecticut General Assembly to work collaboratively across the political spectrum to make Connecticut the second state in the nation to have enacted "Clean Slate" legislation.

-Attachment Pennsylvania House Bill 1419-



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)

## THE GENERAL ASSEMBLY OF PENNSYLVANIA

## HOUSE BILL

No. 1419 Session of  
2017

INTRODUCED BY DELOZIER, J. HARRIS, MILLARD, DEAN, FRANKEL,  
KINSEY, PHILLIPS-HILL, D. COSTA, CALTAGIRONE, SOLOMON,  
V. BROWN, WARREN, COX, GODSHALL, DAVIS, BULLOCK, WHEATLEY,  
WHEELAND, HILL-EVANS, DeLUCA, A. HARRIS, KIM, ROZZI,  
McCARTER, ZIMMERMAN, McCLINTON, SCHWEYER, REESE, FEE,  
DERMODY, SIMS, ROTHMAN, FARRY, HANNA, DALEY, THOMAS, STURLA,  
NEILSON, KRUEGER-BRANEKY, SCHLOSSBERG, KORTZ, DEASY,  
DONATUCCI AND BARBIN, MAY 25, 2017

AS AMENDED ON SECOND CONSIDERATION, HOUSE OF REPRESENTATIVES,  
APRIL 10, 2018

## AN ACT

1 Amending ~~Title~~ TITLES 18 (Crimes and Offenses) AND 42 (JUDICIARY <--  
2 AND JUDICIAL PROCEDURE) of the Pennsylvania Consolidated  
3 Statutes, in criminal history record information, further  
4 providing for general regulations and for order for limited  
5 access and providing for clean slate limited access, for  
6 exceptions, for order to vacate order for limited access, for  
7 effects of expunged records and records subject to limited  
8 access and for employer immunity from liability; AND, IN <--  
9 JUVENILE MATTERS, FURTHER PROVIDING FOR INSPECTION OF COURT  
10 FILES AND RECORDS AND FOR LAW ENFORCEMENT RECORDS.

11 The General Assembly finds and declares as follows:

12 (1) Individuals with charges not leading to convictions  
13 may be inherently harmed by the maintenance of that record  
14 and have a constitutional presumption of innocence.

15 (2) Individuals convicted of crimes in this Commonwealth  
16 should serve their sentences as ordered by the courts of this  
17 Commonwealth.

18 (3) After less violent individuals convicted of crimes

1 have served their sentences and remained crime free long  
2 enough to demonstrate rehabilitation, the individuals' access  
3 to employment, housing, education and other necessities of  
4 life should be fully restored.

5 (4) Criminal justice agencies need access to all  
6 criminal history record information in order to effectively  
7 carry out the agencies' duties to protect the public.

8 (5) The Commonwealth shall provide a clean slate remedy,  
9 as set forth under this act, to:

10 (i) Create a strong incentive for avoidance of  
11 recidivism by offenders.

12 (ii) Provide hope for the alleviation of the  
13 hardships of having a criminal record by offenders who  
14 are trying to rehabilitate themselves.

15 (iii) Save the Commonwealth money that must be spent  
16 in the administration of criminal justice when offenders  
17 recidivate.

18 (iv) Ensure appropriate access to criminal history  
19 information by criminal justice agencies.

20 (6) The clean slate remedy should be implemented without  
21 cost to the former offender of filing a petition with a  
22 court.

23 The General Assembly of the Commonwealth of Pennsylvania  
24 hereby enacts as follows:

25 Section 1. Sections 9121(b) introductory paragraph, (2) and  
26 (3), (b.1) and (b.2) and 9122.1 heading, (a) and (b) of Title 18  
27 of the Pennsylvania Consolidated Statutes are amended to read:

28 § 9121. General regulations.

29 \* \* \*

30 (b) Dissemination to noncriminal justice agencies and

1 individuals.--Criminal history record information shall be  
2 disseminated by a State or local police department to any  
3 individual or noncriminal justice agency only upon request.  
4 [Except as provided in subsection (b.1):] The following apply:

5 \* \* \*

6 (2) [Before] Except as provided for in subsections (b.1)  
7 and (b.2), before a State or local police department  
8 disseminates criminal history record information to an  
9 individual or noncriminal justice agency, it shall extract  
10 from the record the following:

11 (i) All notations of arrests, indictments or other  
12 information relating to the initiation of criminal  
13 proceedings where:

14 (A) three years have elapsed from the date of  
15 arrest;

16 (B) no [conviction has occurred] disposition is  
17 indicated in the record; and

18 (C) [no proceedings are pending seeking a  
19 conviction.] nothing in the record indicates that  
20 proceedings seeking conviction remain pending.

21 (ii) All information relating to a conviction and  
22 the arrest, indictment or other information leading  
23 thereto, which is the subject of a court order for  
24 limited access as provided in section 9122.1 (relating to  
25 order for limited access).

26 (iii) All information relating to a conviction or  
27 nonconviction final disposition, and the arrest,  
28 indictment or other information leading to the arrest or  
29 indictment which is subject to a court order for limited  
30 access as provided for in section 9122.2 (relating to

1 clean slate limited access).

2 (3) A court or the Administrative Office of Pennsylvania  
3 Courts may not disseminate to an individual, a noncriminal  
4 justice agency or an Internet website any information  
5 [relating to a conviction, arrest, indictment or other  
6 information leading to a conviction, arrest, indictment or  
7 other information,] which is the subject of a court order for  
8 limited access as provided in section 9122.1 or 9122.2.

9 (b.1) Exception.--Subsection (b)(1) and (2) shall not apply  
10 if the request is made by a county children and youth agency or  
11 the Department of [Public Welfare] Human Services in the  
12 performance of duties relating to children and youth under the  
13 act of June 24, 1937 (P.L.2017, No.396), known as the County  
14 Institution District Law, section 2168 of the act of August 9,  
15 1955 (P.L.323, No.130), known as The County Code, the act of  
16 June 13, 1967 (P.L.31, No.21), known as the [Public Welfare]  
17 Human Services Code, 23 Pa.C.S. Ch. 63 (relating to child  
18 protective services) or 42 Pa.C.S. Ch. 63 (relating to juvenile  
19 matters).

20 (b.2) Additional exceptions.--

21 (1) Subsection (b)(2)(ii) and [(3)] (iii) shall not  
22 apply if the request is made [by a State agency to be used  
23 only as authorized under section 9124 (relating to use of  
24 records by licensing agencies).] under a court order:

25 (i) In a case brought under 23 Pa.C.S. Ch. 53  
26 (relating to child custody) or 61 (relating to protection  
27 from abuse).

28 (ii) By an employer against whom a claim of civil  
29 liability has been brought as described under section  
30 9122.6 (relating to employer immunity from liability) for

1 purposes of defending against a claim of civil liability.

2 (2) Subsection (b)(2) shall not apply:

3 (i) To the verification of information provided by  
4 an applicant if Federal law, including rules and  
5 regulations promulgated by a self-regulatory organization  
6 that has been created under Federal law, requires the  
7 consideration of an applicant's criminal history for  
8 purposes of employment.

9 (ii) To the verification of information provided to  
10 the Supreme Court, or an entity of the Supreme Court, in  
11 its capacity to govern the practice, procedure and  
12 conduct of all courts, the admission to the bar, the  
13 practice of law, the administration of all courts and  
14 supervision of all officers of the judicial branch.

15 \* \* \*

16 § 9122.1. [Order] Petition for limited access.

17 (a) General rule.--[The following shall apply:

18 (1) Notwithstanding any other provision of this chapter,  
19 upon petition of a person who has been free of arrest or  
20 prosecution following conviction or final release from  
21 confinement or supervision, whichever is later, for a period  
22 of 10 years, the court of common pleas in the jurisdiction  
23 where the conviction occurred may enter an order that  
24 criminal history record information maintained by any  
25 criminal justice agency pertaining to a conviction for a  
26 misdemeanor of the second degree, a misdemeanor of the third  
27 degree or an ungraded offense which carries a maximum penalty  
28 of no more than two years be disseminated only to a criminal  
29 justice agency or a government agency as provided in section  
30 9121(b.1) and (b.2) (relating to general regulations).



1           (2) Except when requested or required by a criminal  
2 justice agency, or by and for the official use of a  
3 government agency described in section 9121(b.1) or 9124(a)  
4 (relating to use of records by licensing agencies), no  
5 individual shall be required nor requested to disclose  
6 information about the person's criminal history records that  
7 are the subject of a court order for limited access granted  
8 under this section.] Subject to the exceptions in subsection  
9 (b) and notwithstanding any other provision of this chapter,  
10 upon petition of a person who has been free from conviction  
11 for a period of 10 years for an offense punishable by one or  
12 more years in prison and has completed EACH court-ordered <--  
13 financial obligations OBLIGATION of the sentence, the court <--  
14 of common pleas in the jurisdiction if WHERE a conviction <--  
15 occurred may enter an order that criminal history record  
16 information maintained by a criminal justice agency  
17 pertaining to a qualifying misdemeanor or an ungraded offense  
18 which carries a maximum penalty of no more than five years be  
19 disseminated only to a criminal justice agency or as provided  
20 in section 9121(b.1) and (b.2) (relating to general  
21 regulations).

22       (b) Exceptions.--An order for limited access under this  
23 section shall not be granted [to an individual who has been  
24 convicted at any time of any of the following:

25           (1) An offense punishable by imprisonment of more than  
26 two years.

27           (2) Four or more offenses punishable by imprisonment of  
28 one or more years.

29           (3) A violation of section 2701 (relating to simple  
30 assault), except when the offense is graded as a misdemeanor

1 of the third degree.

2 (4) A violation of section 3129 (relating to sexual  
3 intercourse with animal).

4 (5) A violation of section 4912 (relating to  
5 impersonating a public servant).

6 (6) A violation of section 4952 (relating to  
7 intimidation of witnesses or victims).

8 (7) A violation of section 4953 (relating to retaliation  
9 against witness, victim or party).

10 (8) A violation of section 4958 (relating to  
11 intimidation, retaliation or obstruction in child abuse  
12 cases).

13 (9) An offense which requires registration under 42  
14 Pa.C.S. Ch. 97 Subch. H (relating to registration of sexual  
15 offenders).] for any of the following:

16 (1) A conviction for an offense punishable by more than  
17 two years in prison which is any of the following OR AN <--  
18 ATTEMPT, CONSPIRACY OR SOLICITATION TO COMMIT ANY OF THE  
19 FOLLOWING:

20 (i) An offense under Pt. II Article B (relating to  
21 offenses involving danger to the person).

22 (ii) An offense under Pt. II Article D (relating to  
23 offenses against the family).

24 (iii) An offense under Chapter 61 (relating to  
25 firearms and other dangerous articles).

26 (iv) An offense specified in 42 Pa.C.S. ~~§~~ §§ 9799.14 <--  
27 (relating to sexual offenses and tier system) AND 9799.55 <--  
28 (RELATING TO REGISTRATION).

29 (V) AN OFFENSE UNDER SECTION 6301(A)(1) (RELATING TO <--  
30 CORRUPTION OF MINORS).

1 (2) An individual who meets any of the following:

2 (i) Has been convicted of murder, a felony of the  
3 first degree or an offense punishable by imprisonment of  
4 20 or more years.

5 (ii) Has been convicted within the previous 20 years  
6 of:

7 (A) a felony or an offense punishable by  
8 imprisonment of seven or more years involving:

9 (I) an offense under Pt. II Article B;

10 (II) an offense under Pt. II Article D;

11 (III) an offense under Chapter 61; or

12 (IV) an offense specified in 42 Pa.C.S. § §§ <--

13 9799.14 AND 9799.55; or <--

14 (B) four or more offenses punishable by  
15 imprisonment of two or more years.

16 (iii) Has, within the previous 15 years, been  
17 convicted of:

18 (A) two or more offenses punishable by more than  
19 two years in prison; or

20 (B) any of the following:

21 (I) An offense under section 3127 (relating  
22 to indecent exposure).

23 (II) An offense under section 3129 (relating  
24 to sexual intercourse with animal).

25 (III) An offense under section 4915.1  
26 (relating to failure to comply with registration  
27 requirements) OR SECTION 4915.2 (RELATING TO <--  
28 FAILURE TO COMPLY WITH 42 PA.C.S. CH. 97 SUBCH. I  
29 REGISTRATION REQUIREMENTS).

30 (IV) An offense under section 5122 (relating

1 to weapons or implements for escape).

2 (V) An offense under section 5510 (relating  
3 to abuse of corpse).

4 (VI) An offense under section 5515 (relating  
5 to prohibiting of paramilitary training).

6 \* \* \*

7 Section 2. Title 18 is amended by adding sections to read:

8 § 9122.2. Clean slate limited access.

9 (a) General rule.--The following shall be subject to limited  
10 access:

11 (1) Subject to the exceptions under section 9122.3  
12 (relating to exceptions) or if a court has vacated an order  
13 for limited access under section 9122.4 (relating to order to  
14 vacate order for limited access), criminal history record  
15 information pertaining to a conviction of a misdemeanor of  
16 the second degree, a misdemeanor of the third degree or a  
17 misdemeanor offense punishable by imprisonment of no more  
18 than two years if a person has been free for 10 years from  
19 conviction for any offense punishable by imprisonment of one  
20 or more years and if completion of ~~the~~ EACH court-ordered <--  
21 financial ~~obligations~~ OBLIGATION of the sentence has <--  
22 occurred.

23 (2) Criminal history record information pertaining to  
24 charges which resulted in a final disposition other than a  
25 conviction.

26 (3) Criminal history record information pertaining to a  
27 conviction for a summary offense when 10 years have elapsed  
28 since entry of the judgment of conviction and completion of  
29 all court-ordered financial obligations of the sentence has  
30 occurred.

1 (b) Procedures.--

2 (1) On a monthly basis, the Administrative Office of  
3 Pennsylvania Courts shall transmit to the Pennsylvania State  
4 Police central repository the record of any conviction  
5 eligible for limited access under subsection (a)(1).

6 (2) The Administrative Office of Pennsylvania Courts  
7 shall transmit to the Pennsylvania State Police repository:

8 (i) The record of charges subject to limited access  
9 under subsection (a)(2) within 30 days after entry of the  
10 disposition and payment of EACH court-ordered obligations <--  
11 OBLIGATION. <--

12 (ii) The record of any conviction under subsection  
13 (a)(3) within 30 days after the record becomes subject to  
14 limited access.

15 (3) If the Pennsylvania State Police central repository  
16 determines through a validation process that a record  
17 transmitted is not eligible for limited access relief under  
18 subsection (a) or does not match data held in the repository,  
19 the Pennsylvania State Police shall notify the Administrative  
20 Office of Pennsylvania Courts of this determination within 30  
21 days of receiving the information.

22 (4) Upon the expiration of the 30-day period, the  
23 Administrative Office of Pennsylvania Courts shall remove  
24 from the list of eligible records any record for which the  
25 Administrative Office of Pennsylvania Courts received a  
26 notification of ineligibility or nonmatch with repository  
27 data.

28 (5) Each court of common pleas shall issue monthly an  
29 order for limited access for any record in its judicial  
30 district for which no notification of ineligibility was

1 received by the Administrative Office of Pennsylvania Courts.

2 (c) Limitation on release of records.--A criminal history  
3 record that is the subject of an order for limited access under  
4 this section shall be made available to a noncriminal justice  
5 agency only as provided for in section 9121(b), (b.1) and (b.2)  
6 (relating to general regulations).

7 § 9122.3. Exceptions.

8 (a) Limited access not applicable.--Limited access to  
9 records under section 9122.2(a)(1) (relating to clean slate  
10 limited access) shall not be granted for any of the following:

11 (1) A conviction for any of the following OR AN ATTEMPT, <--  
12 CONSPIRACY OR SOLICITATION TO COMMIT ANY OF THE FOLLOWING:

13 (i) An offense under Pt. II Article B (relating to  
14 offenses involving danger to the person).

15 (ii) An offense under Pt. II Article D (relating to  
16 offenses against the family).

17 (iii) An offense under Chapter 61 (relating to  
18 firearms and other dangerous articles).

19 (iv) An offense SPECIFIED under 42 Pa.C.S. § §§ <--  
20 9799.14 (relating to sexual offenses and tier system) AND <--  
21 9799.55 (RELATING TO REGISTRATION).

22 (v) An offense under section 5533 (relating to  
23 cruelty to animal).

24 (vi) An offense under section 6301 (relating to  
25 corruption of minors).

26 (2) An individual who at any time has been convicted of:

27 (i) A felony.

28 (ii) Two or more offenses punishable by imprisonment  
29 of more than two years.

30 (iii) Four or more offenses punishable by

1 imprisonment of one or more years.

2 (iv) An offense under the following:

3 (A) Section 3127 (relating to indecent  
4 exposure).

5 (B) Section 3129 (relating to sexual intercourse  
6 with animal).

7 (C) Section 4915.1 (relating to failure to  
8 comply with registration requirements) OR SECTION <--  
9 4915.2 (RELATING TO FAILURE TO COMPLY WITH 42 PA.C.S.  
10 CH. 91 SUBCH. I REGISTRATION REQUIREMENTS).

11 (D) Section 5122 (relating to weapons or  
12 implements for escape).

13 (E) Section 5510 (relating to abuse of corpse).

14 (F) Section 5515 (relating to prohibiting of  
15 paramilitary training).

16 (b) Limited access to same case.--Limited access under this  
17 section shall not apply to an otherwise qualifying conviction if  
18 a conviction for an offense punishable by imprisonment of five  
19 or more years or an offense enumerated in subsection (a) arose  
20 out of the same case.

21 (c) Filing.--Nothing in this section shall preclude the  
22 filing of a petition for limited access under section 9122.1  
23 (relating to petition for limited access) if limited access is  
24 available under that section.

25 § 9122.4. Order to vacate order for limited access.

26 (a) General rule.--Upon petition of the prosecuting attorney  
27 to the court ~~with jurisdiction over a conviction~~ WHERE A <--  
28 CONVICTION OCCURRED, and with notice to the defendant and  
29 opportunity to be heard, the court shall vacate an order for  
30 limited access granted under section 9122.2 (relating to clean

1 slate limited access) if the court determines that the order was  
2 erroneously entered and not in accordance with section 9122.2.

3 (b) Conviction.--Upon conviction of a misdemeanor or felony  
4 offense and motion of the prosecuting attorney, the court shall  
5 enter an order vacating any prior order for limited access  
6 pertaining to a record of the defendant, except under section  
7 9122.2(a)(2).

8 (c) Transmission to repository.--An order under subsection  
9 (a) or (b) shall be transmitted to the central repository of the  
10 Pennsylvania State Police.

11 § 9122.5. Effects of expunged records and records subject to  
12 limited access.

13 (a) Disclosure.--

14 (1) Except if requested or required by a criminal  
15 justice agency, or if disclosure to noncriminal justice  
16 agencies is authorized or required by section 9121(b.1) and  
17 (b.2) (relating to general regulations), an individual may  
18 not be required or requested to disclose information about  
19 the individual's criminal history record that has been  
20 expunged or provided limited access under section 9122.1  
21 (relating to petition for limited access) or 9122.2 (relating  
22 to clean slate limited access). An individual required or  
23 requested to provide information in violation of this section  
24 may respond as if the offense did not occur.

25 (2) This subsection shall not apply if Federal law,  
26 including rules and regulations promulgated by a self-  
27 regulatory organization that has been created under Federal  
28 law, requires the consideration of an applicant's criminal  
29 history for purposes of employment.

30 (b) Disqualification by law.--An expunged record or a record



1 subject to limited access under section 9122.1 or 9122.2 may not  
2 be considered a conviction that would prohibit the employment of  
3 a person under any law of this Commonwealth or under Federal  
4 laws that prohibit employment based on State convictions to the  
5 extent permitted by Federal law.

6 § 9122.6. Employer immunity from liability.

7 An employer who employs or otherwise engages an individual  
8 whose criminal history record has been expunged or to which  
9 limited access has been applied under section 9122.1 (relating  
10 to petition for limited access) or 9122.2 (relating to clean  
11 slate limited access) shall be immune from liability for any  
12 claim arising out of the misconduct of the individual, if the  
13 misconduct relates to the portion of the criminal history record  
14 that has been expunged or provided limited access.

15 SECTION 3. SECTIONS 6307(B) AND 6308(B) OF TITLE 42 ARE <--  
16 AMENDED TO READ:

17 § 6307. INSPECTION OF COURT FILES AND RECORDS.

18 \* \* \*

19 (B) PUBLIC AVAILABILITY.--

20 [(1) THE CONTENTS OF COURT RECORDS AND FILES CONCERNING  
21 A CHILD SHALL NOT BE DISCLOSED TO THE PUBLIC UNLESS ANY OF  
22 THE FOLLOWING APPLY:

23 (I) THE CHILD HAS BEEN ADJUDICATED DELINQUENT BY A  
24 COURT AS A RESULT OF AN ACT OR ACTS COMMITTED:

25 (A) WHEN THE CHILD WAS 14 YEARS OF AGE OR OLDER  
26 AND THE CONDUCT WOULD BE CONSIDERED A FELONY IF  
27 COMMITTED BY AN ADULT; OR

28 (B) WHEN THE CHILD WAS 12 OR 13 YEARS OF AGE AND  
29 THE CONDUCT WOULD HAVE CONSTITUTED ONE OR MORE OF THE  
30 FOLLOWING OFFENSES IF COMMITTED BY AN ADULT:

1 (I) MURDER.

2 (II) VOLUNTARY MANSLAUGHTER.

3 (III) AGGRAVATED ASSAULT AS DEFINED IN 18  
4 PA.C.S. § 2702(A) (1) OR (2) (RELATING TO  
5 AGGRAVATED ASSAULT).

6 (IV) ARSON AS DEFINED IN 18 PA.C.S. §  
7 3301(A) (1) (RELATING TO ARSON AND RELATED  
8 OFFENSES).

9 (V) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

10 (VI) KIDNAPPING.

11 (VII) RAPE.

12 (VIII) ROBBERY AS DEFINED IN 18 PA.C.S. §  
13 3701(A) (1) (I), (II) OR (III) (RELATING TO  
14 ROBBERY).

15 (IX) ROBBERY OF MOTOR VEHICLE.

16 (X) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF  
17 THE OFFENSES IN THIS SUBPARAGRAPH.

18 (II) A PETITION ALLEGING DELINQUENCY HAS BEEN FILED  
19 ALLEGING THAT THE CHILD HAS COMMITTED AN ACT OR ACTS  
20 SUBJECT TO A HEARING PURSUANT TO SECTION 6336(E)  
21 (RELATING TO CONDUCT OF HEARINGS) AND THE CHILD  
22 PREVIOUSLY HAS BEEN ADJUDICATED DELINQUENT BY A COURT AS  
23 A RESULT OF AN ACT OR ACTS COMMITTED:

24 (A) WHEN THE CHILD WAS 14 YEARS OF AGE OR OLDER  
25 AND THE CONDUCT WOULD BE CONSIDERED A FELONY IF  
26 COMMITTED BY AN ADULT; OR

27 (B) WHEN THE CHILD WAS 12 OR 13 YEARS OF AGE AND  
28 THE CONDUCT WOULD HAVE CONSTITUTED ONE OR MORE OF THE  
29 FOLLOWING OFFENSES IF COMMITTED BY AN ADULT:

30 (I) MURDER.

1 (II) VOLUNTARY MANSLAUGHTER.

2 (III) AGGRAVATED ASSAULT AS DEFINED IN 18  
3 PA.C.S. § 2702(A) (1) OR (2).

4 (IV) ARSON AS DEFINED IN 18 PA.C.S. §  
5 3301(A) (1).

6 (V) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

7 (VI) KIDNAPPING.

8 (VII) RAPE.

9 (VIII) ROBBERY AS DEFINED IN 18 PA.C.S. §  
10 3701(A) (1) (I), (II) OR (III).

11 (IX) ROBBERY OF MOTOR VEHICLE.

12 (X) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF  
13 THE OFFENSES IN THIS SUBPARAGRAPH.]

14 (1.1) THE CONTENTS OF COURT RECORDS AND FILES CONCERNING  
15 A CHILD SHALL NOT BE DISCLOSED TO THE PUBLIC UNLESS ANY OF  
16 THE FOLLOWING APPLY:

17 (I) THE CHILD HAS BEEN ADJUDICATED DELINQUENT BY A  
18 COURT AS A RESULT OF AN ACT OR ACTS COMMITTED WHEN THE  
19 CHILD WAS 14 YEARS OF AGE OR OLDER AND THE CONDUCT WOULD  
20 HAVE CONSTITUTED ONE OR MORE OF THE FOLLOWING OFFENSES IF  
21 COMMITTED BY AN ADULT:

22 (A) MURDER.

23 (B) VOLUNTARY MANSLAUGHTER.

24 (C) AGGRAVATED ASSAULT AS DEFINED IN 18 PA.C.S.  
25 § 2702(A) (1) OR (2) (RELATING TO AGGRAVATED ASSAULT).

26 (D) SEXUAL ASSAULT AS DEFINED IN 18 PA.C.S. §  
27 3124.1 (RELATING TO SEXUAL ASSAULT).

28 (E) AGGRAVATED INDECENT ASSAULT AS DEFINED IN 18  
29 PA.C.S. § 3125 (RELATING TO AGGRAVATED INDECENT  
30 ASSAULT).

1           (F) ARSON AS DEFINED IN 18 PA.C.S. § 3301(A)(1)  
2           (RELATING TO ARSON AND RELATED OFFENSES).

3           (G) BURGLARY AS A FELONY IN THE FIRST DEGREE AS  
4           DEFINED IN 18 PA.C.S. § 3502(C)(1) (RELATING TO  
5           BURGLARY).

6           (H) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

7           (I) KIDNAPPING.

8           (J) RAPE.

9           (K) ROBBERY AS DEFINED IN 18 PA.C.S. § 3701(A)  
10          (I)(I), (II) OR (III) (RELATING TO ROBBERY).

11          (L) ROBBERY OF MOTOR VEHICLE.

12          (M) VIOLATION OF 18 PA.C.S. CH. 61 (RELATING TO  
13          FIREARMS AND OTHER DANGEROUS ARTICLES).

14          (N) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF THE  
15          OFFENSES IN THIS SUBPARAGRAPH.

16          (II) A PETITION ALLEGING DELINQUENCY HAS BEEN FILED  
17          ALLEGING THAT THE CHILD HAS COMMITTED AN ACT OR ACTS  
18          SUBJECT TO A HEARING PURSUANT TO SECTION 6336(E)  
19          (RELATING TO CONDUCT OF HEARINGS) AND THE CHILD  
20          PREVIOUSLY HAS BEEN ADJUDICATED DELINQUENT BY A COURT AS  
21          A RESULT OF AN ACT OR ACTS COMMITTED WHEN THE CHILD WAS  
22          14 YEARS OF AGE OR OLDER AND THE CONDUCT WOULD HAVE  
23          CONSTITUTED ONE OR MORE OF THE FOLLOWING OFFENSES IF  
24          COMMITTED BY AN ADULT:

25           (A) MURDER.

26           (B) VOLUNTARY MANSLAUGHTER.

27           (C) AGGRAVATED ASSAULT AS DEFINED IN 18 PA.C.S.  
28           § 2702(A)(1) OR (2).

29           (D) SEXUAL ASSAULT AS DEFINED IN 18 PA.C.S. §  
30           3124.1.

1                   (E) AGGRAVATED INDECENT ASSAULT AS DEFINED IN 18  
2                   PA.C.S. § 3125.

3                   (F) ARSON AS DEFINED IN 18 PA.C.S. § 3301(A)(1).

4                   (G) BURGLARY AS A FELONY IN THE FIRST DEGREE AS  
5                   DEFINED IN 18 PA.C.S. § 3502(C)(1).

6                   (H) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

7                   (I) KIDNAPPING.

8                   (J) RAPE.

9                   (K) ROBBERY AS DEFINED IN 18 PA.C.S. § 3701(A)  
10                   (1)(I), (II) OR (III).

11                   (L) ROBBERY OF MOTOR VEHICLE.

12                   (M) VIOLATION OF 18 PA.C.S. CH. 61.

13                   (N) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF THE  
14                   OFFENSES IN THIS SUBPARAGRAPH.

15           (2) IF THE CONDUCT OF THE CHILD MEETS THE REQUIREMENTS  
16 FOR DISCLOSURE AS SET FORTH IN PARAGRAPH [(1)] (1.1), THEN  
17 THE COURT SHALL DISCLOSE THE NAME, AGE AND ADDRESS OF THE  
18 CHILD, THE OFFENSES CHARGED AND THE DISPOSITION OF THE CASE.  
19 THE JUDGE WHO ADJUDICATES A CHILD DELINQUENT SHALL SPECIFY  
20 THE PARTICULAR OFFENSES AND COUNTS THEREOF WHICH THE CHILD IS  
21 FOUND TO HAVE COMMITTED, AND SUCH INFORMATION SHALL BE  
22 INSERTED ON ANY COURT OR LAW ENFORCEMENT RECORDS OR FILES  
23 DISCLOSED TO THE PUBLIC AS PROVIDED FOR IN THIS SECTION OR IN  
24 SECTION 6308(B)(2) (RELATING TO LAW ENFORCEMENT RECORDS).

25           \* \* \*

26 § 6308. LAW ENFORCEMENT RECORDS.

27           \* \* \*

28           (B) PUBLIC AVAILABILITY.--

29           [(1) THE CONTENTS OF LAW ENFORCEMENT RECORDS AND FILES  
30 CONCERNING A CHILD SHALL NOT BE DISCLOSED TO THE PUBLIC

1 UNLESS ANY OF THE FOLLOWING APPLY:

2 (I) THE CHILD HAS BEEN ADJUDICATED DELINQUENT BY A  
3 COURT AS A RESULT OF AN ACT OR ACTS COMMITTED:

4 (A) WHEN THE CHILD WAS 14 YEARS OF AGE OR OLDER  
5 AND THE CONDUCT WOULD BE CONSIDERED A FELONY IF  
6 COMMITTED BY AN ADULT; OR

7 (B) WHEN THE CHILD WAS 12 OR 13 YEARS OF AGE AND  
8 THE CONDUCT WOULD HAVE CONSTITUTED ONE OR MORE OF THE  
9 FOLLOWING OFFENSES IF COMMITTED BY AN ADULT:

10 (I) MURDER.

11 (II) VOLUNTARY MANSLAUGHTER.

12 (III) AGGRAVATED ASSAULT AS DEFINED IN 18  
13 PA.C.S. § 2702(A) (1) OR (2) (RELATING TO  
14 AGGRAVATED ASSAULT).

15 (IV) ARSON AS DEFINED IN 18 PA.C.S. §  
16 3301(A) (1) (RELATING TO ARSON AND RELATED  
17 OFFENSES).

18 (V) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

19 (VI) KIDNAPPING.

20 (VII) RAPE.

21 (VIII) ROBBERY AS DEFINED IN 18 PA.C.S. §  
22 3701(A) (1) (I), (II) OR (III) (RELATING TO  
23 ROBBERY).

24 (IX) ROBBERY OF MOTOR VEHICLE.

25 (X) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF  
26 THE OFFENSES IN THIS SUBPARAGRAPH.

27 (II) A PETITION ALLEGING DELINQUENCY HAS BEEN FILED  
28 ALLEGING THAT THE CHILD HAS COMMITTED AN ACT OR ACTS  
29 SUBJECT TO A HEARING PURSUANT TO SECTION 6336(E)  
30 (RELATING TO CONDUCT OF HEARINGS) AND THE CHILD

1 PREVIOUSLY HAS BEEN ADJUDICATED DELINQUENT BY A COURT AS  
2 A RESULT OF AN ACT OR ACTS COMMITTED:

3 (A) WHEN THE CHILD WAS 14 YEARS OF AGE OR OLDER  
4 AND THE CONDUCT WOULD BE CONSIDERED A FELONY IF  
5 COMMITTED BY AN ADULT; OR

6 (B) WHEN THE CHILD WAS 12 OR 13 YEARS OF AGE AND  
7 THE CONDUCT WOULD HAVE CONSTITUTED ONE OR MORE OF THE  
8 FOLLOWING OFFENSES IF COMMITTED BY AN ADULT:

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10 (II) VOLUNTARY MANSLAUGHTER.

11 (III) AGGRAVATED ASSAULT AS DEFINED IN 18  
12 PA.C.S. § 2702(A) (1) OR (2).

13 (IV) ARSON AS DEFINED IN 18 PA.C.S. §  
14 3301(A) (1).

15 (V) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

16 (VI) KIDNAPPING.

17 (VII) RAPE.

18 (VIII) ROBBERY AS DEFINED IN 18 PA.C.S. §  
19 3701(A) (1) (I), (II) OR (III).

20 (IX) ROBBERY OF MOTOR VEHICLE.

21 (X) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF  
22 THE OFFENSES IN THIS SUBPARAGRAPH.]

23 (1.1) THE CONTENTS OF LAW ENFORCEMENT RECORDS AND FILES  
24 CONCERNING A CHILD SHALL NOT BE DISCLOSED TO THE PUBLIC  
25 UNLESS ANY OF THE FOLLOWING APPLY:

26 (I) THE CHILD HAS BEEN ADJUDICATED DELINQUENT BY A  
27 COURT AS A RESULT OF AN ACT OR ACTS COMMITTED WHEN THE  
28 CHILD WAS 14 YEARS OF AGE OR OLDER AND THE CONDUCT WOULD  
29 HAVE CONSTITUTED ONE OR MORE OF THE FOLLOWING OFFENSES IF  
30 COMMITTED BY AN ADULT:

1                   (A) MURDER.

2                   (B) VOLUNTARY MANSLAUGHTER.

3                   (C) AGGRAVATED ASSAULT AS DEFINED IN 18 PA.C.S.  
4                   § 2702(A)(1) OR (2) (RELATING TO AGGRAVATED ASSAULT).

5                   (D) SEXUAL ASSAULT AS DEFINED IN 18 PA.C.S. §  
6                   3124.1 (RELATING TO SEXUAL ASSAULT).

7                   (E) AGGRAVATED INDECENT ASSAULT AS DEFINED IN 18  
8                   PA.C.S. § 3125 (RELATING TO AGGRAVATED INDECENT  
9                   ASSAULT).

10                   (F) ARSON AS DEFINED IN 18 PA.C.S. § 3301(A)(1)  
11                   (RELATING TO ARSON AND RELATED OFFENSES).

12                   (G) BURGLARY AS A FELONY IN THE FIRST DEGREE AS  
13                   DEFINED IN 18 PA.C.S. § 3502(C)(1) (RELATING TO  
14                   BURGLARY).

15                   (H) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

16                   (I) KIDNAPPING.

17                   (J) RAPE.

18                   (K) ROBBERY AS DEFINED IN 18 PA.C.S. § 3701(A)  
19                   (1)(I), (II) OR (III) (RELATING TO ROBBERY).

20                   (L) ROBBERY OF MOTOR VEHICLE.

21                   (M) VIOLATION OF 18 PA.C.S. CH. 61 (RELATING TO  
22                   FIREARMS AND OTHER DANGEROUS ARTICLES).

23                   (N) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF THE  
24                   OFFENSES IN THIS SUBPARAGRAPH.

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26                   ALLEGING THAT THE CHILD HAS COMMITTED AN ACT OR ACTS  
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28                   (RELATING TO CONDUCT OF HEARINGS) AND THE CHILD  
29                   PREVIOUSLY HAS BEEN ADJUDICATED DELINQUENT BY A COURT AS  
30                   A RESULT OF AN ACT OR ACTS COMMITTED WHEN THE CHILD WAS



1 14 YEARS OF AGE OR OLDER AND THE CONDUCT WOULD HAVE  
2 CONSTITUTED ONE OR MORE OF THE FOLLOWING OFFENSES IF  
3 COMMITTED BY AN ADULT:

4 (A) MURDER.

5 (B) VOLUNTARY MANSLAUGHTER.

6 (C) AGGRAVATED ASSAULT AS DEFINED IN 18 PA.C.S.  
7 § 2702(A)(1) OR (2).

8 (D) SEXUAL ASSAULT AS DEFINED IN 18 PA.C.S. §  
9 3124.1.

10 (E) AGGRAVATED INDECENT ASSAULT AS DEFINED IN 18  
11 PA.C.S. § 3125.

12 (F) ARSON AS DEFINED IN 18 PA.C.S. § 3301(A)(1).

13 (G) BURGLARY AS A FELONY IN THE FIRST DEGREE AS  
14 DEFINED IN 18 PA.C.S. § 3502(C)(1).

15 (H) INVOLUNTARY DEVIATE SEXUAL INTERCOURSE.

16 (I) KIDNAPPING.

17 (J) RAPE.

18 (K) ROBBERY AS DEFINED IN 18 PA.C.S. § 3701(A)  
19 (1)(I), (II) OR (III).

20 (L) ROBBERY OF MOTOR VEHICLE.

21 (M) VIOLATION OF 18 PA.C.S. CH. 61.

22 (N) ATTEMPT OR CONSPIRACY TO COMMIT ANY OF THE  
23 OFFENSES IN THIS SUBPARAGRAPH.

24 (2) IF THE CONDUCT OF THE CHILD MEETS THE REQUIREMENTS  
25 FOR DISCLOSURE AS SET FORTH IN PARAGRAPH [(1)] (1.1), THEN  
26 THE LAW ENFORCEMENT AGENCY SHALL DISCLOSE THE NAME, AGE AND  
27 ADDRESS OF THE CHILD, THE OFFENSES CHARGED AND THE  
28 DISPOSITION OF THE CASE.

29 \* \* \*

30 ~~Section 3 4. This act shall take effect in 365 days.~~

<--

1 SECTION 4. THE FOLLOWING SHALL APPLY:

2 (1) THE PENNSYLVANIA STATE POLICE AND THE ADMINISTRATIVE  
3 OFFICE OF PENNSYLVANIA COURTS SHALL IDENTIFY AND COMPLETE THE  
4 PROCESSING OF RECORDS THAT ARE ELIGIBLE, ON THE EFFECTIVE  
5 DATE OF THIS PARAGRAPH, FOR LIMITED ACCESS UNDER 18 PA.C.S. §  
6 9122.2, WITHIN 365 DAYS FOLLOWING THE EFFECTIVE DATE OF THIS  
7 PARAGRAPH.

8 (2) A PETITION FOR LIMITED ACCESS UNDER 18 PA.C.S. §  
9 9122.1 MAY BE FILED BEGINNING 180 DAYS AFTER THE EFFECTIVE  
10 DATE OF THIS PARAGRAPH.

11 SECTION 5. THIS ACT SHALL TAKE EFFECT AS FOLLOWS:

12 (1) THE FOLLOWING PROVISIONS SHALL TAKE EFFECT  
13 IMMEDIATELY:

14 (I) THIS SECTION.

15 (II) SECTION 4(2) OF THIS ACT.

16 (2) THE AMENDMENT OF 18 PA.C.S. § 9122.1 SHALL TAKE  
17 EFFECT IN 180 DAYS.

18 (3) THE REMAINDER OF THIS ACT SHALL TAKE EFFECT IN 365  
19 DAYS.

# IMMEDIATE Consideration

MEETING DATE: August 6, 2018 NO. 144-17

COMMITTEE: \_\_\_\_\_ REFERRED TO COMM.: Public Safety

SUBJECT: Resolution re: Connecticut "Clean Slate" Legislation For Citizens Re-entry

MOTION BY: E. Newton 2ND BY: E. Martinez

APPROVED  DENIED \_\_\_\_\_ TABLED \_\_\_\_\_ REF. TO COMM. \_\_\_\_\_

REMARKS: Item Removed to change to Immediate Consideration from the floor. (1) suspend Rules to add for IC 1st E. Newton 2nd (2) waive referral (1) (2)

Roll call vote

	YES	NO	
Christina B. Smith	✓ <del>P</del>		(3) vote to approve for IC 1st E. Newton
Pete Spain	✓ P		
Jack O. Banta	✓		
Denese Taylor-Moye	✓		
Marcus A. Brown	✓		
Kyle Piché Langan	✓		
Michael DeFilippo		✓	20
Jeanette Herron	absent		
Michelle A. Lyons	<del>P</del>	✓	
AmyMarie Vizzo-Paniccia		✓	
Mary A. McBride-Lee	✓		
Rosalina Roman-Christy	✓		
Maria Zambrano Viggiano	left		
Alfredo Castillo	absent		
Aidee Nieves	✓		
Maria I. Valle	✓		
Karen Jackson	✓		
Nessah J. Smith	✓		
Eneida L. Martinez	left		
Ernest E. Newton, II	✓		

Passed



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

18 JUL 30 AM 11: 09

ATTEST \_\_\_\_\_

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 145-17  
Submitted by Councilmember(s): Karen Jackson  
Co-Sponsors(s):  
District: 138TH  
Subject: Crosswalk and Stop Sign at Noble Avenue and Waverley Place  
Referred to: Board of Police Commissioners  
City Council Date: August 6, 2018

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

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

**WHEREAS**, the intersection of Noble Avenue and Waverley Place abuts Beardsley Park and is part of a major urban corridor which is used heavily by all forms of motor vehicles as well as pedestrians, including families with children, older adults and the handicapped who walk to the park and numerous businesses in the neighborhood; and

**WHEREAS**, motor vehicles often cut through the neighborhood to shorten a trip between E. Main Street and Boston Avenue and present a safety hazard to other motor vehicles and pedestrians alike as they travel at speeds more than the posted speed limit thus increasing risk of a serious accident or injury occurring; and

**WHEREAS**, pedestrians who regularly attempt to cross Noble Avenue at Waverley Place to reach Beardsley Park do so at their own peril as there are no controls there that would enable them to safely navigate the heavy traffic flow; and

**WHEREAS**, a crosswalk and stop sign located at Noble Avenue and Waverley Place, from the Waverley Place street sign to the light pole on opposite side of Noble Avenue, would enable pedestrians to safely cross to the Beardsley Park sidewalk; and

**NOW, THEREFORE, BE IT RESOLVED** by the Bridgeport City Council that the Board of Police Commissioners approve the installation of a crosswalk on Noble Avenue adjacent to Waverley Street with proper signs erected and markings on the road; and

**BE IT FURTHER RESOLVED** that due to the especially high risk to pedestrians at this location a stop sign be installed on the Beardsley Park side of Noble Avenue by the crosswalk with Waverley Place to protect pedestrians in the crosswalk from traffic coming from the Noble Avenue, E. Main Street and Huntington Turnpike intersection.

Attachments



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

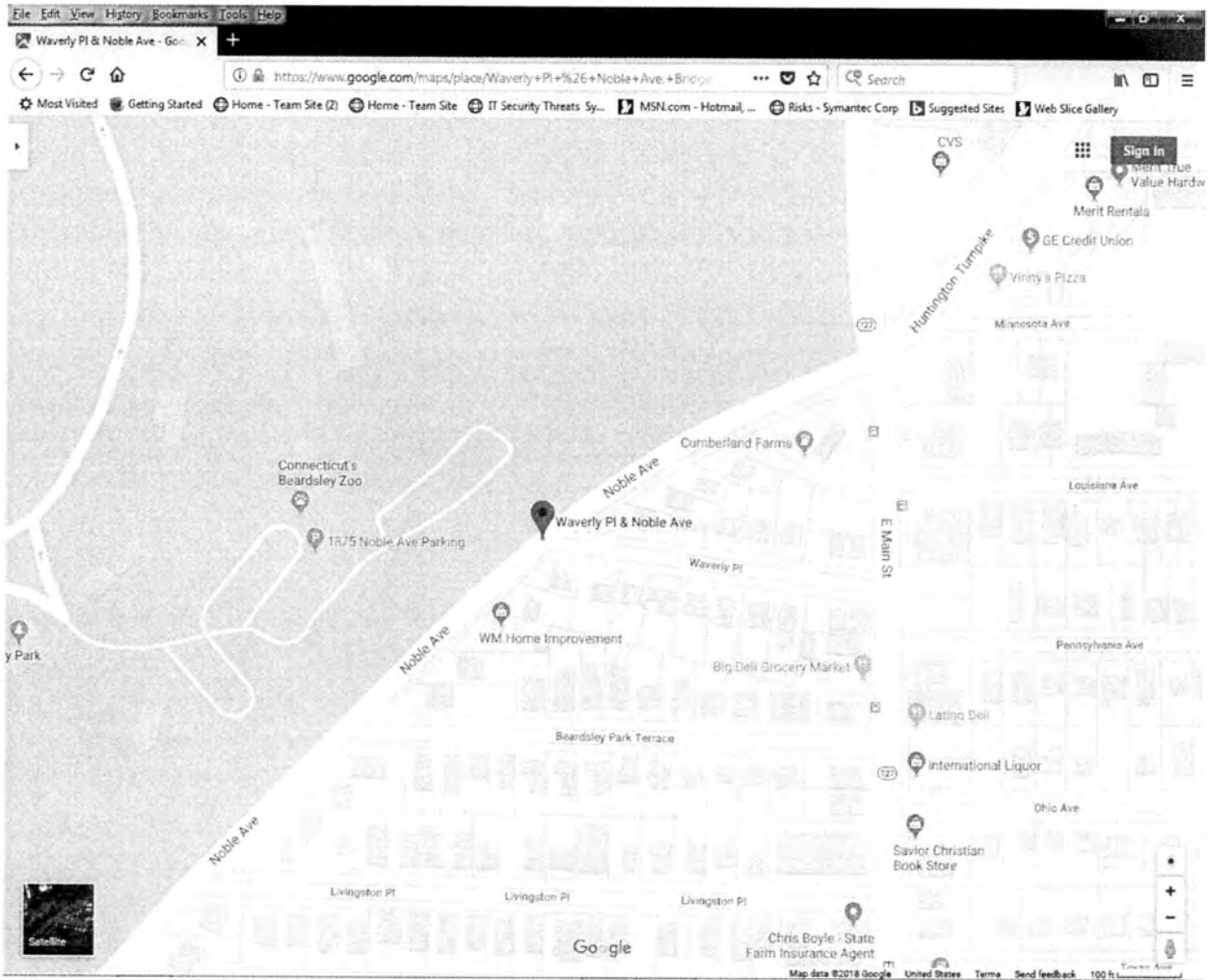
## SECTION VII WITHDRAWN/SINE DIE INFORMATION

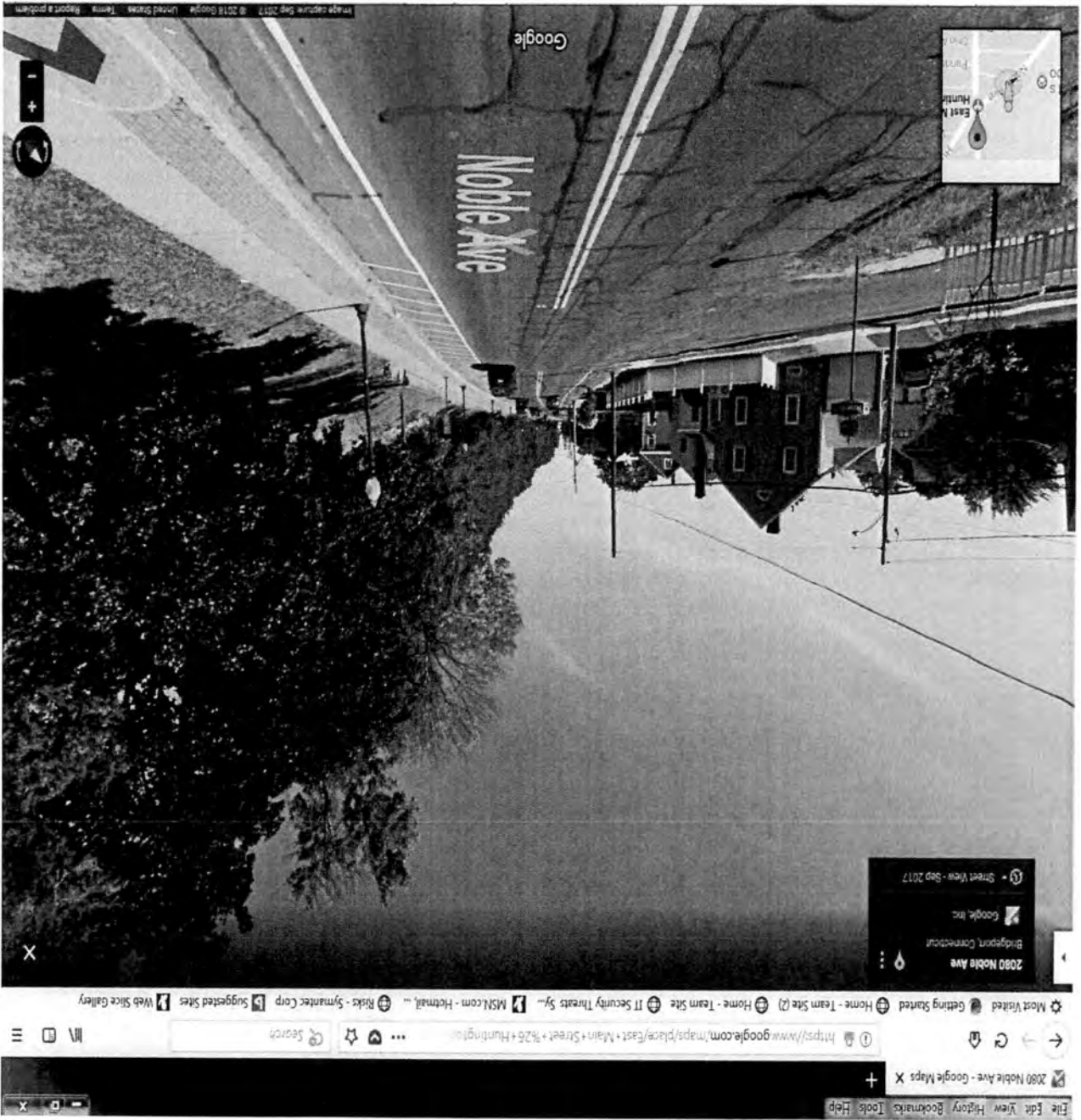
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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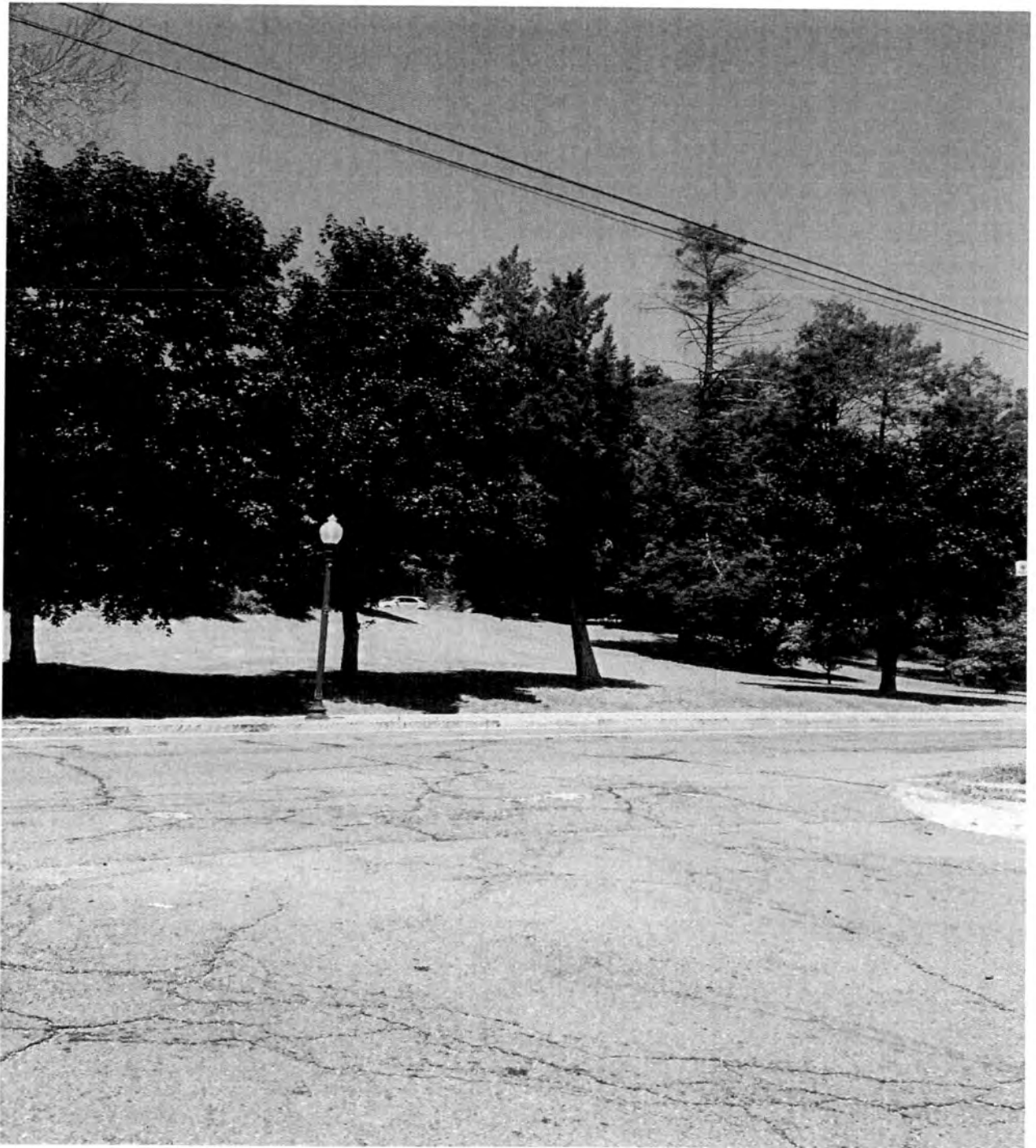
## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

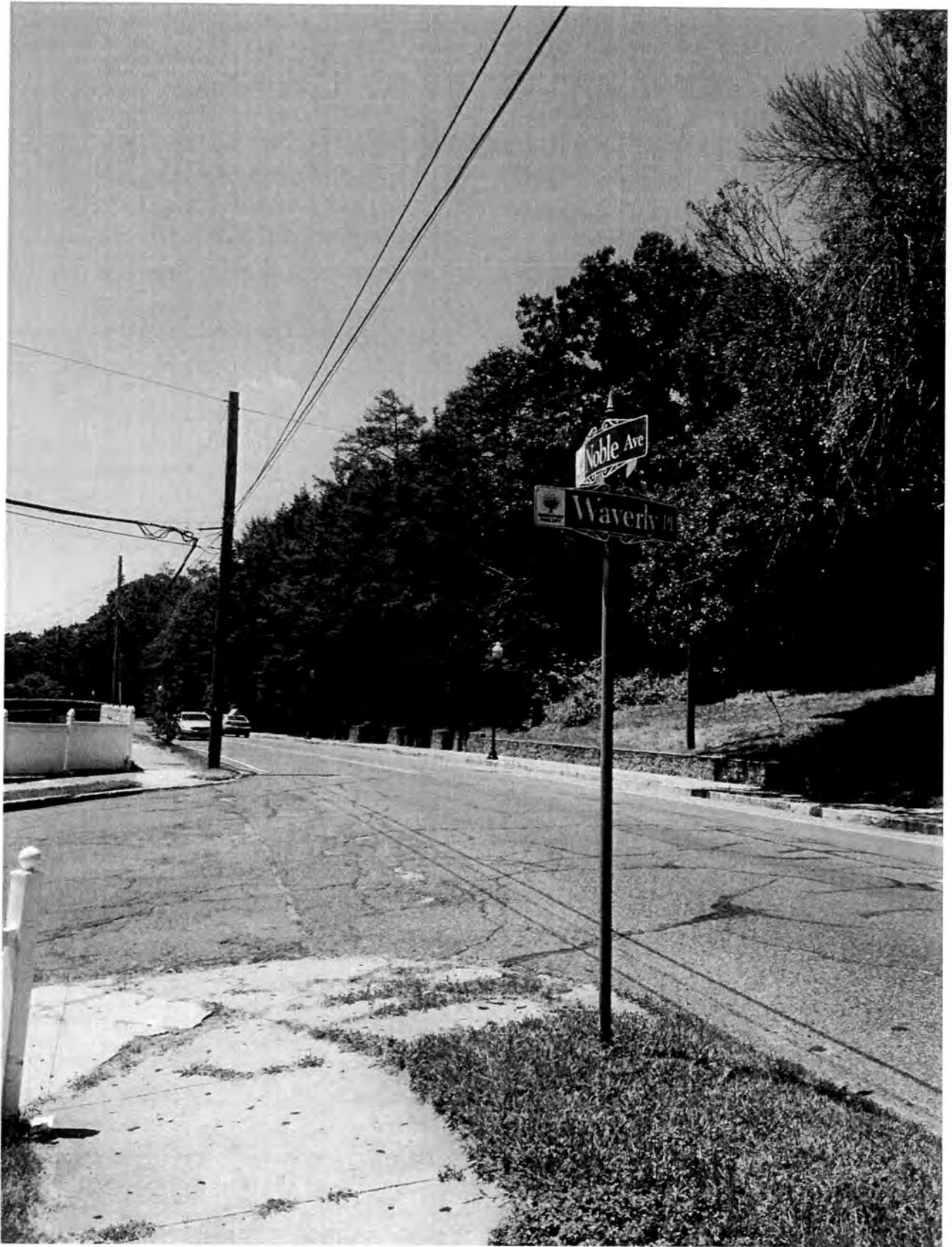
## SECTION IX COMMENTS (if any)













# OFFICE OF THE CITY CLERK RESOLUTION FORM

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CITY CLERKS OFFICE

18 JUL 30 AM 11:54

ATTEST \_\_\_\_\_  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 149-17  
Submitted by Councilmember(s): Karen Jackson  
Co-Sponsors(s):  
District: 138TH  
Subject: Establishing a Bullying Prevention Task Force  
Referred to: Education and Social Services Committee  
City Council Date: August 6, 2018

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, there is a multitude of unreported of increased incidents of bullying in Bridgeport Public Schools; and

**WHEREAS**, these unreported cases are a direct result of the nonexistence of a in enacted Safe School Climate Plan nor advertising its existence to enable Parents and students anonymously or otherwise to report incidents of bullying; and

**WHEREAS**, which is mandated by Public Act No. 11-232 8(b)-12; and

**WHEREAS**, especially when Sec. 6 of the Public Act establishes appropriations for Sec.5(a)1-8; and

**WHEREAS**, in addition there is no existing safe school coordinator for our local education agency (LEA) mandated through Sec. 9 of Public Act No. 11-232 9(a)-(c)(1); and

**WHEREAS**, as of result of these legal provisions not being followed by the LEA/Bridgeport School District an establishment of a bullying prevention task force is necessary; and

**WHEREAS**, the task force would consist of public officials, Department of Education employees, and experts in conflict resolution, bullying prevention, mental health, school safety and education; and

**WHEREAS**, the task force would be required to meet at least quarterly and hold at least two public meetings; and

**WHEREAS**, the task force would be required to develop and submit a plan to the Mayor and the President of the Council to prevent and address bullying in schools; and

**NOW, THEREFORE, BE IT RESOLVED** by the Bridgeport City Council that the City of Bridgeport establishing a bullying prevention task force of public officials, Department of Education employees, and experts in conflict resolution, bullying prevention, mental health, school safety and education; and

**BE IT FURTHER RESOLVED** the task force would be required to meet at least quarterly and hold at least two public meetings and the task force would be required to develop and submit a plan to the Mayor and the President of the Council to prevent and address bullying in schools.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

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

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

18 AUG -1 PM 2: 01

ATTEST \_\_\_\_\_

## SECTION I

## CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 153-17  
Submitted by Councilmember(s): Peter D. Spain  
Co-Sponsors(s):  
District: 130TH  
Subject:  
Referred to: Public Safety and Transportation Committee  
City Council Date: August 6, 2018

## SECTION II

## RESOLUTION (PLEASE TYPE BELOW)

### RESOLUTION to Recognize EAMES BOULEVARD

**WHEREAS**, some residents in the St. Mary's by the Sea section of the city list their home addresses as "Eames Boulevard",

**WHEREAS**, Eames Blvd is named for the one and only George Manson Eames (1859-1937), a Bridgeport civic leader, member of the Park Commission (1902-1937), and President of the Commission from 1905-1937,

**WHEREAS**, Eames Boulevard is widely known as that **stretch of public road** around St. Mary's by the Sea in the City of Bridgeport from the westernmost edge of the property line of the Black Rock Yacht Club (80 Grovers Avenue, Bridgeport, CT 06605) to the westernmost edge of the property line of 923 Gilman St, Bridgeport, CT 06605 (bordering a city park),

**WHEREAS**, homeowners in the area have requested to have "Eames Blvd" street signs erected at both ends of Eames Boulevard to define their stretch of road for visitors to and others traveling to their homes,

**WHEREAS**, the City Engineer and Traffic Engineer denied the request for Eames Blvd street signs "because Eames Boulevard name was never adopted by the City Council",

**WHEREAS**, the City Engineer is requiring the City Council to pass a resolution to designate the aforementioned "stretch of public road" as Eames Boulevard,

**NOW, THEREFORE, BE IT RESOLVED** that the **stretch of public road** around St. Mary's by the Sea in the City of Bridgeport from the westernmost edge of the property line of the Black Rock Yacht Club (80 Grovers Avenue, Bridgeport, CT 06605) to the westernmost edge of the property line of 923 Gilman St, Bridgeport, CT 06605 will be designated going forward as "Eames Boulevard".



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

18 AUG -1 PM 3: 28

ATTEST \_\_\_\_\_  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

**Log ID/Item Number:** #155-17  
**Submitted by Councilmember(s):** Eneida L. Martinez  
**Co-Sponsors(s):** Ernest E. Newton Jeanette Herron Nessah J. Smith  
**District:** 139TH  
**Subject:** Ordinance Downloadable 3-D Printed Firearms and Ghost Guns  
**Referred to:** Ordinance Committee  
**City Council Date:** August 6, 2018

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, guns pose a deadly public health, welfare and safety threat to the residents of the City of Bridgeport, CT;

**WHEREAS**, the neither the U.S. Congress nor the State of Connecticut Legislature have expressly preempted local firearms ordinances; nor have federal or Connecticut courts implicitly preempted all local ordinances by demonstrating the intent of the federal or state governments to occupy those areas of firearm regulation other than with respect to the sale of firearms and hunting;

**WHEREAS**, Connecticut municipalities have authority (including pursuant to Conn. Gen. Stat. § 7-148 (c) (7) (H) (xi, xiii)) to enact local regulations to prevent or mitigate public nuisances and to protect public health and safety;

**WHEREAS**, downloadable 3-D printed firearms and ghost guns pose a unique danger to the public health and safety by providing deadly weapons that are composed of non-metallic plastic polymers which are virtually undetectable by traditional means, including metal detectors and other electronic screening and detection devices;

**WHEREAS**, 3-D printed firearms and ghost guns threaten to defeat the current public safety protections, systems and procedures designed to prevent the presence of firearms in prohibited areas such as schools, airports, government buildings, sports stadiums, movie theatres, shopping malls, places of employment and other public and semi-public venues;

**WHEREAS**, this new emerging technology demands immediate commonsense prohibition in order to provide the public with reasonable, necessary and proper police protection;

**WHEREAS**, the U.S. Congress and the Connecticut State Legislature have not enacted general legislation regulating the emerging threat of 3-D printed firearms and ghost guns:

**NOW THEREFORE BE IT ORDAINED:** it is unlawful and is prohibited for any person to assemble, store, sell, offer or expose for sale at retail or have in possession, with or without intent, to sell or to use within the limits of the city any firearm (*aka* ghost guns) that: (1) does not have a unique serial number or appropriate



## OFFICE OF THE CITY CLERK RESOLUTION FORM

mark of identification from the CT Department of Emergency Services and Public Protection and/or (2) is not permanently affixed with such serial number or other identifying mark in a manner that conforms with the requirements imposed on licensed importers and licensed manufacturers of firearms pursuant to 18 U.S.C. 923(i), as amended from time-to-time and any regulation adopted thereunder.

**NOW THEREFORE BE IT ORDAINED:** it is unlawful and is prohibited for any person to assemble, store, sell, offer or expose for sale at retail or have in possession, with or without intent, to sell or to use within the limits of the city any firearm (including 3-D printed firearms) made of polymer plastic, unless such plastic is imbedded with three point seven (3.7) ounces of material type 17-4 PH stainless steel and such firearm is engraved or otherwise marked with a unique serial number or other mark of identification, pursuant to 18 U.S.C. 923(i), as amended from time-to-time and any regulation adopted thereunder.

**NOW THEREFORE BE IT ORDAINED:** the Chief of Police is authorized and empowered to seize, remove and destroy any and all such weapons held, stored or possessed within the jurisdictional limits of the city; and to impose a fine or penalty of \$100 per day of violation, or the maximum amount permitted by law, whichever is greater.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)



**PROPOSED ORDINANCE**  
**For the City of Bridgeport, CT**

**WHEREAS**, guns pose a deadly public health, welfare and safety threat to the residents of the City of Bridgeport, CT;

**WHEREAS**, the neither the U.S. Congress nor the State of Connecticut Legislature have expressly preempted local firearms ordinances; nor have federal or Connecticut courts implicitly preempted all local ordinances by demonstrating the intent of the federal or state governments to occupy those areas of firearm regulation other than with respect to the sale of firearms and hunting;

**WHEREAS**, Connecticut municipalities have authority (including pursuant to Conn. Gen. Stat. § 7-148 (c) (7) (H) (xi, xiii)) to enact local regulations to prevent or mitigate public nuisances and to protect public health and safety;

**WHEREAS**, downloadable 3-D printed firearms and ghost guns pose a unique danger to the public health and safety by providing deadly weapons that are composed of non-metallic plastic polymers which are virtually undetectable by traditional means, including metal detectors and other electronic screening and detection devices;

**WHEREAS**, 3-D printed firearms and ghost guns threaten to defeat the current public safety protections, systems and procedures designed to prevent the presence of firearms in prohibited areas such as schools, airports, government buildings, sports stadiums, movie theatres, shopping malls, places of employment and other public and semi-public venues;

**WHEREAS**, this new emerging technology demands immediate commonsense prohibition in order to provide the public with reasonable, necessary and proper police protection;

**WHEREAS**, the U.S. Congress and the Connecticut State Legislature have not enacted general legislation regulating the emerging threat of 3-D printed firearms and ghost guns:

**NOW THEREFORE BE IT ORDAINED:** it is unlawful and is prohibited for any person to assemble, store, sell, offer or expose for sale at retail or have in possession, with or without intent, to sell or to use within the limits of the city any firearm (*aka* ghost guns) that: (1) does not have a unique serial number or appropriate mark of identification from the CT Department of Emergency Services and Public Protection and/or (2) is not permanently affixed with such serial number or other identifying mark in a manner that conforms with the requirements imposed on licensed importers and licensed manufacturers of firearms pursuant to 18 U.S.C. 923(i), as amended from time-to-time and any regulation adopted thereunder.

**NOW THEREFORE BE IT ORDAINED:** it is unlawful and is prohibited for any person to assemble, store, sell, offer or expose for sale at retail or have in possession, with or without intent, to sell or to use within the limits of the city any firearm (including 3-D printed firearms)

made of polymer plastic, unless such plastic is imbedded with three point seven (3.7) ounces of material type 17-4 PH stainless steel and such firearm is engraved or otherwise marked with a unique serial number or other mark of identification, pursuant to 18 U.S.C. 923(i), as amended from time-to-time and any regulation adopted thereunder.

**NOW THEREFORE BE IT ORDAINED:** the Chief of Police is authorized and empowered to seize, remove and destroy any and all such weapons held, stored or possessed within the jurisdictional limits of the city; and to impose a fine or penalty of \$100 per day of violation, or the maximum amount permitted by law, whichever is greater.



# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*34-17 (Ref. #141-16) Consent Calendar**

WHEREAS, as one of its last acts the 2015-2017 Bridgeport City Council on October 16, 2017 gave approval to Item 141-16 and amended Chapter 3.20 of the Municipal Code – Tax Incentive Development Program; and

WHEREAS, the changes introduced into Chapter 3.20 of the Municipal Code – Tax Incentive Development Program on October 16, 2017 removed the Bridgeport Council from a crucial legislative oversight role in the Tax Incentive Development Program approval process; and

WHEREAS, by amending Chapter 3.20 of the Municipal Code – Tax Incentive Development Program the previous City Council improperly delegated its legislative responsibilities for protecting this city's taxpayers to the executive branch; and

NOW, THEREFORE BE IT RESOLVED by the Bridgeport City Council that the City Attorney provide the City Council with guidance on the process it needs to go through to reverse or repeal the most recent amendments to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program including the drafting of any language in the format necessary to reverse or repeal the changes made to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program on October 16, 2017.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

*City Council Date: August 6, 2018*  
*Tabled by City Council on: August 6, 2018*  
*Resubmitted: September 4, 2018*

Chapter 3.20 - TAX INCENTIVE DEVELOPMENT PROGRAM

**Sections:**

3.20.010 - Established.

Pursuant to Connecticut General Statutes as amended ("Statutes"), including but not limited to Section 7-480, et seq., the Connecticut City and Town Development Act and more specifically, Section 7-498 of that Act; Section 12-65b; and Section 32-70, et seq., the Enterprise Zones Act, more specifically Section 32-71(e) of that act; the ordinance codified in this chapter establishes a tax incentive development program for the city.

(Ord. dated 10/15/90 (part): prior code § 24-170)

(Ord. dated 10/16/17)

3.20.020 - Program administration.

- A. Except for the establishment of property assessments as governed by the statutes of the state of Connecticut and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this tax incentive program.
- B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.

(Ord. dated 10/15/90 (part): prior code § 24-171)

(Ord. dated 10/16/17)

3.20.030 - Eligibility criteria.

- A. Projects eligible for assistance under this chapter shall be for one of the following uses: office; retail; manufacturing; industrial; residential, if for rental use or low and moderate income (as defined by U.S. Dept. of H.U.D.) owner occupied units; transient residential, hotel/motel; warehousing, storage or distribution; and multilevel parking structures.
- B. Projects pursuant to Section 7-498 and 12-65b of the Statutes must have a minimum of three million dollars (\$3,000,000.00) in estimated costs of construction or rehabilitation, excluding the costs of real property acquisition.
- C. Projects pursuant to Section 32-71(e) of the Statutes within the enterprise zone as defined in ordinances of the city must have a minimum of one million dollars (\$1,000,000.00) in estimated costs of construction, rehabilitation and/or machinery and equipment, excluding the costs of real property acquisition.
- D. For purposes of this chapter, a project shall further be defined as being a property or group of adjacent properties for which an applicant:
  - 1. Has a plan of development compatible with the city's master plan;
  - 2. Can show ownership or an option to own the property(ies) to accomplish the goals of the project plan; and
  - 3. Can meet the time-to-construct standards of Section 3.20.060.B.

- E. Developers or program participants seeking any benefit, part or whole, under the provisions of this chapter must show full inclusion of minority representation in the procurement of development contracts pursuant to each project seeking benefit (i.e., blacks, Hispanics and women).
- F. Developers or program participants in the tax incentive development program shall undertake affirmative action measures designed to eliminate any discriminating barriers in the terms and conditions of employment on the grounds of race, color, creed, national origin, ancestry or sex. Developers or program participants shall take affirmative action to involve minority contractors in the construction of projects receiving property tax incentives pursuant to this chapter. Program participants and/or their general contractors shall notify appropriate minority trade publications and minority contractors associations of the subcontract opportunities. Program participants and/or their general contractors shall retain documentation of these notification attempts.
- G. In the event twenty (20) percent of the dollar value of total constructions costs is not awarded to minority- or women-owned contracting businesses, program participants and/or their general contractors shall be required to demonstrate that an extensive search for minority contractors has taken place for those elements of the project which have already been contracted. This chapter will apply in the absence of an affirmative action clause not already included by any of the following financing sources: U.S. Department of Housing and Urban Development, Connecticut Housing Finance Authority, State of Connecticut Department of Housing and the city of Bridgeport.
- H. Waivers. Developers and/or program participants may receive waivers to the twenty (20) percent set-aside goal if they can demonstrate through documentation of any of the following:
  - 1. The unavailability of certified disadvantaged business enterprises and/or women business enterprises to perform the subcontracting work required under the contract;
  - 2. That prices submitted by all available and certified disadvantaged business enterprises or women business enterprises exceed those submitted by nondisadvantaged business enterprises and women business enterprises, and that such excessive price is not the result of present effect or discrimination;
  - 3. That it is economically or otherwise impractical for the contractor to break down the contract into subcontracts that would meet the set-aside goals; or
  - 4. That the needed goods and services can only be provided by one source which is not a disadvantaged business enterprise or women business enterprise.

Initial waiver decisions will be made by the contract compliance officer and affirmative action officer subject to appeal to the common council.

(Ord. dated 5/6/91; Ord. dated 10/15/90 (part): prior code § 24-172)

( Ord. dated 4/1/13; Ord. dated 10/16/17 )

#### 3.20.040 - Economic justification.

- A. OPED shall subject all requests for assistance under this chapter to an economic pro forma analysis that will include, but not be limited to, the following factors: average construction costs of like structures, interest rates, vacancy and absorption rates, developer fees, market rents and pricing, comparable tax liabilities within the region, returns on cash and equity and such additional costs as may be associated with the development.
- B. In the event the applicant's request for assistance exceeds in extent of subsidy that amount which is determined to be fair and reasonable by OPED through economic analysis, OPED may grant greater assistance while also negotiating a recapture of the revenue foregone. Such funds recaptured shall, at a minimum, approximate the difference between OPED's determination of fair and reasonable subsidy and the final award of subsidy.

- C. The intent of subsection A. of this section is to determine that: "but for" the assistance provided by this chapter, the project could not be built.

(Ord. dated 10/15/90 (part): prior code § 24-173)

(Ord. dated 10/16/17.)

3.20.050 - Public benefits.

- A. All projects receiving assistance under this chapter shall comply with the public benefits test which shall include local land use and building regulation.
- B. OPED shall establish policies that consider such other public benefits/costs as, but not be limited to: parking impact, job generation, design standards, neighborhood impact, public service demand, and consistency with the city's adopted master development plan or other area specific development plans such as the downtown design district.

(Ord. dated 10/15/90 (part): prior code § 24-174)

(Ord. dated 10/16/17.)

3.20.060 - Miscellaneous provisions.

- A. No property governed by a tax agreement shall generate less in property taxes or revenue in any year of the tax agreement than is received in the year prior to start of the tax agreement. This provision may be waived upon the following findings of the OPED director: 1) The project involves the adaptive reuse of the existing structure, or structures for commercial, industrial or mixed-use residential purposes; 2) The property has experienced significant vacancy for a period of five or more years prior to application for a tax incentive; 3) The project entails a construction cost investment (a) in excess of five million dollars (\$5,000,000.00) and (b) at least one and one-half the pre-project assessed value of the development property.
- B. Construction shall begin within two years and be substantially completed within four years of the granting of the tax agreement or such agreement shall terminate. Extensions may be granted by subsequent approval of the common council.
- C. Tax incentive development agreements in compliance with this section shall be recorded against title to, and conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- D. In order to become effective, tax incentive development agreements and any subsequent and related tax, payback or recapture agreements shall be recorded on the land records of the city.
- E. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.
- F. Tax incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act, as amended, Section 1-15 et seq.
- G. Once an application meets the eligibility criteria, public benefits and economic analysis tests established by OPED in accordance with this chapter, OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive

development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.20.020.B. No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.

- H. Upon completion of construction, OPED shall secure a certification of the costs to construct the facility(ies) comprising the project receiving the tax incentive development agreement. If the costs are less than ninety-five (95) percent of the total costs identified in the economic analysis used to determine the tax incentive development agreement's value, OPED shall make an adjustment to the tax incentive development agreement to reflect such cost differential. The tax incentive development agreement shall not be effective until a certificate of costs is received.
- I. An applicant for a tax incentive development agreement who is able to demonstrate negotiations within the city or its agencies prior to the adoption of the ordinance codified in this chapter by written proof of letter from the city, may be considered for special exemptions to this chapter by the common council. This subsection providing for special exemptions shall expire on December 31, 1990.

(Ord. dated 4/2/01; Ord. dated 1/4/99; Ord. dated 10/15/90 (part): prior code § 24-175)

( Ord. dated 4/1/13 ; Ord. dated 11/4/13 ; Ord. dated 10/16/17 )

#### 3.20.070 - Two-year tax incentive bonus areas.

- A. Eligible Projects. It shall be the policy of the city to offer, as a special development incentive from the date of enactment of the ordinance codified in this chapter, until December 31, 1992, in limited geographic areas of the city as outlined in subsection C of this section for commercial and residential projects meeting or exceeding twenty million dollars (\$20,000,000.00) in the costs of construction or rehabilitation exclusive of real property acquisition, and that comply with criteria established in or for Sections 3.20.030, 3.20.050 and 3.20.060, a tax fixing development agreement equal to one hundred (100) percent exemption of the increased assessment attributable to the improvements for a period of five years from the granting of the permanent certificate of occupancy.
- B. Economic Justification. During the special development window, projects meeting the eligibility criteria established in subsection A of this section shall be exempt from Section 3.20.040.
- C. Geographic Area. Areas eligible for this special program shall be located only in the "downtown" and "lower east side" as defined by that area within the following boundaries: "downtown": as defined by that area bounded on the north by Washington Avenue, on the west by Route 8/25 highway, on the south by the Interstate-95 highway and on the east by the Bridgeport Harbor/Pequonnock Riverfront; and in the "lower east side": as defined by that area bounded on the north by the Metro-North Railroad, on the east by the Yellow Mill Pond and south and west by the Bridgeport Harbor/Pequonnock Riverfront.
- D. Other Projects and Areas. It is not the intent of this special program to exclude tax incentive contracts in other areas of the city of projects with costs ranging from three million dollars (\$3,000,000.00) to twenty million dollars (\$20,000,000.00). Such other projects may remain eligible for some level of benefits as determined by OPED economic analysis and public benefits tests as provided for in Sections 3.20.010 through 3.20.060 of this chapter.
- E. Eighteen-Month Review. OPED shall present a report on the usefulness of the special two-year tax incentive bonus areas program within eighteen (18) months of its enactment for the review of the common council.

(Ord. dated 10/15/90 (part): prior code § 24-176)

(Ord. dated 10/16/17 )

Item# \*141-16 Consent Calendar

Amendments to the Municipal Code of Ordinances,  
amend Chapter 3.20 - Tax Incentive Development  
Program.



**Report**  
**of**  
**Committee**  
**on**  
**Ordinances**

City Council Meeting Date: October 16, 2017

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

Approved by: [Signature]  
Joseph P. Ganim, Mayor

Date Signed: 10/19/17

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# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

Item No. 141-16

### **Resolution Amending Chapter 3.20 of the Municipal Code**

**WHEREAS**, Chapter 3.20 of the Bridgeport Municipal Code (the "Ordinance") establishes a "Tax Incentive Development Program" (the "Program") to promote development and increase tax revenue for the City;

**WHEREAS**, Section 3.20.020(A) of the Ordinance charges the Director of the City's Office of Planning and Economic Development ("OPED") with the responsibility of administering the Program;

**WHEREAS**, pursuant to Sec 3.20.020(B) of the Ordinance, OPED has established uniform and consistent policies, procedures and forms by which to administer the Ordinance (such policies, procedures, and forms attached hereto as Exhibit A - OPED Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy - Dated 9-13-17 -- and herein referred to as the "Policy");

**WHEREAS**, the Policy provides specific limiting parameters within which OPED must operate in its administration of the Program; and

**WHEREAS**, in order to maximize the tax revenue generated per the Policy, the Program must be administered in an efficient, transparent, and predictable manner.

**NOW THEREFORE BE IT ORDAINED:** By the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, Chapter 3.20. Tax Incentive Development Program, is hereby amended to read as follows:

### **Chapter 3.20 - TAX INCENTIVE DEVELOPMENT PROGRAM**

#### **Sections:**

#### **3.20.010 - Established.**

Pursuant to Connecticut General Statutes as amended ("Statutes"), **including but not limited to** Section 7-480, et seq., the Connecticut City and Town Development Act and more specifically, Section 7-498 of that Act; Section 12-65b; and Section 32-70, et seq., the Enterprise Zones Act, more specifically Section 32-71(e) of that act; the ordinance codified in this chapter establishes a tax incentive development program for the city.

(Ord. dated 10/15/90 (part): prior code § 24-170)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 141-16

-2-

### 3.20.020 - Program administration.

A. Except for the establishment of property assessments as governed by the statutes of the state of Connecticut and the charter and ordinances of the city, the director of the office of planning and **economic** development (OPED) shall administer this tax incentive program.

**B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.**

~~{B. — OPD shall establish uniform and consistent policies, procedures and forms to ensure compliance with this chapter, making such procedures, and forms publicly available within one hundred twenty (120) days of the enactment of this chapter.~~

~~C. — The policies, procedures and forms shall be made available for public comment for a thirty (30) day period prior to their implementation and shall be approved by the common council through the office of the city clerk.~~

~~D. — The applicant for a tax incentive shall submit a letter of request for such a tax incentive which shall disclose all principals of the applicant. The letter shall substantially conform to the federal redeveloper statement for public disclosure and the federal redeveloper's statement of qualifications and financial responsibility. The applicant must complete and file with OPDOPED all other necessary forms required by OPD.~~

(Ord. dated 10/15/90 (part): prior code § 24-171)

### 3.20.030 - Eligibility criteria.

A. Projects eligible for assistance under this chapter shall be for one of the following uses: office; retail; manufacturing; industrial; residential, if for rental use or low and moderate income (as defined by U.S. Dept. of H.U.D.) owner occupied units; transient residential, hotel/motel; warehousing, storage or distribution; and multilevel parking structures.

B. Projects pursuant to Section 7-498 and 12-65b of the Statutes must have a minimum of three million dollars (\$3,000,000.00) in estimated costs of construction or rehabilitation, excluding the costs of real property acquisition.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Ordinances

Item No. 141-16

-3-

- C. Projects pursuant to Section 32-71(e) of the Statutes within the enterprise zone as defined in ordinances of the city must have a minimum of one million dollars (\$1,000,000.00) in estimated costs of construction, rehabilitation and/or machinery and equipment, excluding the costs of real property acquisition.
- D. For purposes of this chapter, a project shall further be defined as being a property or group of adjacent properties for which an applicant:
  - 1. Has a plan of development compatible with the city's master plan;
  - 2. Can show ownership or an option to own the property(ies) to accomplish the goals of the project plan; and
  - 3. Can meet the time-to-construct standards of Section 3.20.060(B).
- E. Developers or program participants seeking any benefit, part or whole, under the provisions of this chapter must show full inclusion of minority representation in the procurement of development contracts pursuant to each project seeking benefit (i.e., blacks, hispanics and women).
- F. Developers or program participants in the tax incentive development program shall undertake affirmative action measures designed to eliminate any discriminating barriers in the terms and conditions of employment on the grounds of race, color, creed, national origin, ancestry or sex. Developers or program participants shall take affirmative action to involve minority contractors in the construction of projects receiving property tax incentives pursuant to this chapter. Program participants and/or their general contractors shall notify appropriate minority trade publications and minority contractors associations of the subcontract opportunities. Program participants and/or their general contractors shall retain documentation of these notification attempts.
- G. In the event twenty (20) percent of the dollar value of total constructions costs is not awarded to minority- or women-owned contracting businesses, program participants and/or their general contractors shall be required to demonstrate that an extensive search for minority contractors has taken place for those elements of the project which have already been contracted. This chapter will apply in the absence of an affirmative action clause not already included by any of the following financing sources: U.S. Department of Housing and Urban Development, Connecticut Housing Finance Authority, State of Connecticut Department of Housing and the city of Bridgeport.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. 141-16

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- H. Waivers. Developers and/or program participants may receive waivers to the twenty (20) percent set-aside goal if they can demonstrate through documentation of any of the following:
1. The unavailability of certified disadvantaged business enterprises and/or women business enterprises to perform the subcontracting work required under the contract;
  2. That prices submitted by all available and certified disadvantaged business enterprises or women business enterprises exceed those submitted by nondisadvantaged business enterprises and women business enterprises, and that such excessive price is not the result of present effect or discrimination;
  3. That it is economically or otherwise impractical for the contractor to break down the contract into subcontracts that would meet the set-aside goals; or
  4. That the needed goods and services can only be provided by one source which is not a disadvantaged business enterprise or women business enterprise.

Initial waiver decisions will be made by the contract compliance officer and affirmative action officer subject to appeal to the common council.

(Ord. dated 5/6/91; Ord. dated 10/15/90 (part): prior code § 24-172)

(Ord. dated 4/1/93)

### **3.20.040 - Economic justification.**

- A. OPDOPED shall subject all requests for assistance under this chapter to an economic pro forma analysis that will include, but not be limited to, the following factors: average construction costs of like structures, interest rates, vacancy and absorption rates, developer fees, market rents and pricing, comparable tax liabilities within the region, returns on cash and equity and such additional costs as may be associated with the development.
- B. In the event the applicant's request for assistance exceeds in extent of subsidy that amount which is determined to be fair and reasonable by OPDOPED through economic analysis, OPDOPED may grant greater assistance while also negotiating a recapture of the revenue foregone. Such funds recaptured shall, at a minimum, approximate the difference between OPDOPED's determination of fair and reasonable subsidy and the final award of subsidy.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

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- C. The intent of subsection A of this section is to determine that: "but for" the assistance provided by this chapter, the project could not be built.

(Ord. dated 10/15/90 (part): prior code § 24-173)

### **3.20.050 - Public benefits.**

- A. All projects receiving assistance under this chapter shall comply with the public benefits test which shall include local land use and building regulation.
- B. OPDOPED shall establish policies that consider such other public benefits/costs as, but not be limited to: parking impact, job generation, design standards, neighborhood impact, public service demand, and consistency with the city's adopted master development plan or other area specific development plans such as the downtown design district.

(Ord. dated 10/15/90 (part): prior code § 24-174)

### **3.20.060 - Miscellaneous provisions.**

- A. No property governed by a tax agreement shall generate less in property taxes or revenue in any year of the tax agreement than is received in the year prior to start of the tax agreement. This provision may be waived upon the following findings of the OPED director: 1) The project involves the adaptive reuse of the existing structure, or structures for commercial, industrial or mixed-use residential purposes; 2) The property has experienced significant vacancy for a period of five or more years prior to application for a tax incentive; 3) The project entails a construction cost investment (a) in excess of five million dollars (\$5,000,000.00) and (b) at least one and one-half the pre-project assessed value of the development property.
- B. Construction shall begin within two years and be substantially completed within four years of the granting of the tax agreement or such agreement shall terminate. Extensions may be granted by subsequent approval of the common council.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
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- C. Tax incentive development agreements in compliance with this section shall be recorded against title to, and conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- D. In order to become effective, tax incentive development agreements and any subsequent and related tax, payback or recapture agreements shall be recorded on the land records of the city.
- E. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.
- F. Tax incentive development agreements and all nonexempt information submitted to ~~OPD~~**OPED** by the applicant shall be subject to the Connecticut Freedom of Information Act, as amended, Section 1-15 et seq.
- G. Once an application meets the eligibility criteria, public benefits and economic analysis tests established by ~~OPD~~**OPED** in accordance with this chapter, ~~{the application shall be forwarded with a report from OPD to the common council for final approval. The report shall explain OPD's rationale for granting and determining the extent of the tax incentive as well as identifying the portion of the tax fixing agreements value attributable to the economic analysis conducted in accordance with Section 3.20.040 and that value attributable to the public benefits gained as defined in Section 3.20.050}. **OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.20.020(b). No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.**~~



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. 141-16

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- H. Upon completion of construction, OPDOPED shall secure a certification of the costs to construct the facility(ies) comprising the project receiving the tax incentive development agreement. If the costs are less than ninety-five (95) percent of the total costs identified in the economic analysis used to determine the tax incentive development agreement's value, OPDOPED shall make an adjustment to the tax incentive development agreement to reflect such cost differential. The tax incentive development agreement shall not be effective until a certificate of costs is received.
- I. An applicant for a tax incentive development agreement who is able to demonstrate negotiations within the city or its agencies prior to the adoption of the ordinance codified in this chapter by written proof of letter from the city, may be considered for special exemptions to this chapter by the common council. This subsection providing for special exemptions shall expire on December 31, 1990.

(Ord. dated 4/2/01; Ord. dated 1/4/99; Ord. dated 10/15/90 (part): prior code § 24-175)

(Ord. dated 4/1/13; Ord. dated 11/4/13)

### **3.20.070 - Two-year tax incentive bonus areas.**

- A. **Eligible Projects.** It shall be the policy of the city to offer, as a special development incentive from the date of enactment of the ordinance codified in this chapter, until December 31, 1992, in limited geographic areas of the city as outlined in subsection C of this section for commercial and residential projects meeting or exceeding twenty million dollars (\$20,000,000.00) in the costs of construction or rehabilitation exclusive of real property acquisition, and that comply with criteria established in or for Sections 3.20.030, 3.20.050 and 3.20.060, a tax fixing development agreement equal to one hundred (100) percent exemption of the increased assessment attributable to the improvements for a period of five years from the granting of the permanent certificate of occupancy.
- B. **Economic Justification.** During the special development window, projects meeting the eligibility criteria established in subsection A of this section shall be exempt from Section 3.20.040.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Ordinances

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- C. Geographic Area. Areas eligible for this special program shall be located only in the "downtown" and "lower east side" as defined by that area within the following boundaries: "downtown": as defined by that area bounded on the north by Washington Avenue, on the west by Route 8/25 highway, on the south by the Interstate-95 highway and on the east by the Bridgeport Harbor/Pequonnock Riverfront; and in the "lower east side": as defined by that area bounded on the north by the Metro-North Railroad, on the east by the Yellow Mill Pond and south and west by the Bridgeport Harbor/Pequonnock Riverfront.
- D. Other Projects and Areas. It is not the intent of this special program to exclude tax incentive contracts in other areas of the city of projects with costs ranging from three million dollars (\$3,000,000.00) to twenty million dollars (\$20,000,000.00). Such other projects may remain eligible for some level of benefits as determined by ~~OPED~~**OPED** economic analysis and public benefits tests as provided for in Sections 3.20.010 through 3.20.060 of this chapter.
- E. Eighteen-Month Review. ~~OPED~~**OPED** shall present a report on the usefulness of the special two-year tax incentive bonus areas program within eighteen (18) months of its enactment for the review of the common council.

(Ord. dated 10/15/90 (part): prior code § 24-176)





# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances  
Item No. 141-16

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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

\_\_\_\_\_  
*Eneida L. Martinez, D-139th, Co-Chair*

\_\_\_\_\_  
*Jose R. Casco, D-136th, Co-Chair*

*Michelle A. Lyons*  
\_\_\_\_\_  
*Michelle A. Lyons, D-134th*

*Mary McBride-Lee*  
\_\_\_\_\_  
*Mary McBride-Lee, D-135th*

*Kathryn M. Bukovsky*  
\_\_\_\_\_  
*Kathryn M. Bukovsky, D-130th*

*Jack O. Banta*  
\_\_\_\_\_  
*Jack O. Banta, D-131st*

*Richard D. Salter Sr.*  
\_\_\_\_\_  
*Richard D. Salter, Sr., D-135th*

*City Council Date: October 16, 2017*

**EXHIBIT A**

September 13, 2017  
OPED  
"Tax Incentive Development Policy"  
and  
"Affordable Housing Tax Incentive Development Policy"  
for  
Ch. 3.20 Municipal Code - Tax Incentive Development Program  
and  
Ch. 3.24 Municipal Code – Affordable Housing Tax Incentive Development Program

**1)OPED Director shall administer these tax incentive development programs**

*- per Ch 3.20.020 (A) and Ch 3.24.020 (A)*

**2)Developers shall make application using standardized form**

*- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)*

-Form Shall Be: CHFA DOH Consolidated Application – (8-16-17), applicable sections, minimally:  
-detailed development budget  
-detailed sources and uses of funds  
-20 year operating pro-forma  
-(see form attached)

**3)OPED shall follow standardized 3-step procedure for review of applications**

**Step 1: Initial Analysis for Completion of Application**

**Step 2: Financial Analysis – Economic Justification Analysis**

**Step 3: Calculation of Allowable Tax Payment Within Policy Parameters**

*- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)*

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### 3A) Step One of Review – Initial Review of Application for Completeness

#### **Review of Developer's experience, standing, financial capacity to confirm:**

- a) evidence of positive long-term banking relationships
- b) evidence of previous project completions
- c) absence of prejudicial litigation or judgments
- d) absence of city-developer litigation other than normal assessment appeal
- e) absence of non-compliance with any other city regulatory requirements
- f) evidence that applicant is current on all local tax and user fee obligations
- f) financial strength as evidenced by CPA-reviewed-quality financial statements (2 years)

#### **Review of Completeness of Development Proposal to confirm that it provides:**

- a) construction or rehabilitation costs
- b) rents and/or sales prices
- c) vacancy and absorption rates
- d) cost of, and amount of, financing
- e) developer fees as percentage of cost
- f) return on equity invested
- g) transactional costs in structuring deal and closing financing
- h) carrying costs and soft costs during pre-development and construction
- i) operating costs once stabilized
- j) assumptions as to escalators on revenue and expenses
- k) acquisition cost recognized at lesser of purchase price or current appraised value

#### **Issue Report to Developer:**

OPED shall issue written report to Developer confirming that the Application is complete, or detailing what information needs to be submitted or clarified. Developer may resubmit additional or clarifying evidence for further City review.

### **3B) Step Two of Review- Economic Justification Analysis –**

- Per 3.20.040

#### **Developer Equity Contribution\***

- Minimum of 5% of Total Development Cost ("TDC") on Deed-Restricted Income-Limited\* Deals
- Minimum of 10-15% of TDC on Strictly Commercial (non-residential) Deals
- Minimum of 10-15% on Market-Rate Residential and Mixed-Use Deals

#### **Private Financing**

- Maximized per project's cash flow debt-carrying capacity
- Per prevailing lender loan-to-value ratios: (e.g. 50% to 70% of finished appraised value)
- Per prevailing lender debt-coverage ratios: (e.g. of 1.0 to 1.4)

#### **Public Funding**

As applicable and available, maximizing use of State and Federal Funding Resources

#### **Reasonable Developer Return**

For Deed-Restricted Income-Limited, allow up to 15% of TDC allowed as Developer Fee

For Commercial and Market-Rate Residential Deals, allow up to:

- 20% "Internal Rate of Return" over 20 years as modeled at prevailing capitalization rate
- 12% "Cash-on-Cash Return" Measured in Stable Operating Year (year #2)
  - o Cash Flow (After Vacancy, Operating Expenses, Taxes, Debt Service / Equity
- 8% "Cash-on-Cost Return" in Stable Operating Year (year #2)
  - o Net Operating Income (After Vacancy, Operating Expenses, Taxes) / TDC

---

\*Deed Restricted Income-Limited shall mean residential units which, by deed-restriction, may only be rented or owned by households earning less than 80% of the Area's Median Income as defined by HUD. Market Rate Residential shall mean residential units to which no income-limiting deed-restriction applies, with the exception of income-limiting deed restrictions that allow for such units to be rented or owned by households earning equal to or more than 80% of the Area's Median Income as defined by HUD.

*\*Developer Equity Shall Include:*

- 1) Value of property and improvements as determined by appraisal at time of City analysis
- 2) Value of cash contributed by the developer toward development, as opposed to pure carrying costs
- 3) Value of deferred developer fees

### **3C) Step Three – Calculation of Tax Payment Within Policy Parameters**

- per 3.20.040 (C)

#### **Length of term:**

-up to 2 years during construction

-up to 20 years during operations

#### **Pre-Existing Tax and Tax During Construction and 1<sup>st</sup> Year of Operation**

-Pre-existing tax payment obligation shall remain and may not be reduced

-No new incremental tax payment shall be due during construction

-No new incremental tax payment shall be due during first year of operation

#### **New Base Tax Payment and Escalation Schedule**

##### Commercial and Market-Rate Development:

New base tax payment shall be due the second year of operation and shall be between 2.5% and 7.5% of the project's EGI, provided that, as applies to commercial development, the new base tax payment shall be no less than \$1.00 per gross square foot of development, and further provided that, as applies to residential or mixed-use (residential and commercial) development, the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. The new base tax payment shall remain fixed for operating years 2-7 and then shall escalate annually to reach full taxation in the year following the end of the term.

##### Deed-Restricted Development:

As applies to deed-restricted residential or mixed-use (residential and commercial) development, the new base tax payment shall be due the second year of the operation and shall be between 7.5% and 10% of the project's EGI, provided that the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. Beginning in the third year of operation, the new base tax payment shall escalate annually to reach full taxation in the year following the end of the term.

##### Notes:

"EGI" = "Effective Gross Income" = gross revenue minus vacancy and operating exps.

Vacancy Allowance for Deed-Restricted Residential shall be 5%

Vacancy Allowance for Non-Deed-Restricted Residential shall be 10%

Vacancy Allowance for Commercial Space within Mixed-Use Buildings shall be 25%

Base Tax Payment derived on blended basis for mixed-use or multiple property deals

#### **4) Enforcement Policy, Verifications, and Claw-Back Provisions:**

- Development costs certified upon completion of construction
- Cost discrepancy (>20%) triggers claw-back or commensurate adjustment of tax payment
- All Agreements filed on Land Records
- OPED retains right of review and consent as to successors and assigns.
- Projects convert to full taxation upon default
- Owner must submit annual CPA-reviewed financial statements for project and/or tax returns
- OPED to conduct Variance Analysis Annually
- If Variance Analysis Reveals Discrepancy (>20% over EGI), then claw-back provisions apply
- Claw-Back via lump-sum retroactive payment or by adjustment of tax payment going forward

#### **5) OPED Reporting Requirements to City Council**

##### **a) Deal Specific Reporting**

Within 30 days of the execution of any specific Tax Incentive Agreement, OPED shall provide to the City Council an Executive Summary Report of the Incentive Agreement, detailing:

- 1) The specific schedule of new tax payments to be made under the Agreement;
- 2) The cumulative value of new tax payments to be made under the Agreement;
- 3) The cumulative value of the theoretical taxes foregone under the Agreement
- 4) A direct comparison of new tax payments realized versus theoretical tax payments foregone;
- 5) The value of the investment to be made in the City per the Agreement
- 6) The impact of the investment on the assessed value of the property

##### **b) Program-Wide Reporting**

Every six months, beginning June 30<sup>th</sup>, 2018, OPED shall provide the City Council with a Summary Report as to the Tax Incentive Program's cumulative impact with regard to:

- 1) Total number of Tax Incentive Agreements executed
- 2) Total amount of new tax revenue to be realized
- 3) Total value of theoretical taxes to be foregone
- 4) Total investment leveraged
- 5) Geographic locations of projects approved
- 6) Total commercial square footage
- 7) Total residential units and type
- 8) Total impact on underlying assessed value of properties



# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*35-17 (Ref. #142-16) Consent Calendar**

WHEREAS, as one of its last acts the 2015-2017 Bridgeport City Council on October 16, 2017 gave approval to Item 142-16 and amended Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program; and

WHEREAS, the changes introduced into Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program on October 16, 2017 removed the Bridgeport Council from a crucial legislative oversight role in the Affordable Housing Tax Incentive Development Program approval process; and

WHEREAS, by amending Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program the previous City Council improperly delegated its legislative responsibilities for protecting this city's taxpayers to the executive branch; and

NOW, THEREFORE BE IT RESOLVED by the Bridgeport City Council that the City Attorney provide the City Council with guidance on the process it needs to go through to reverse or repeal the most recent amendments to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program including the drafting of any language in the format necessary to reverse or repeal the changes made to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program on October 16, 2017.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

*City Council Date: August 6, 2018*  
*Tabled by City Council on: August 6, 2018*  
*Resubmitted: September 4, 2018*

Chapter 3.24 - AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT PROGRAM<sup>[1]</sup>

**Sections:**

Footnotes:

--- (1) ---

**Editor's note**— An ordinance adopted Nov. 4, 2013 amended Ch. 3.24 in its entirety as herein set out. Former Ch. 3.24, §§ 3.24.010—3.24.040 pertained to the affordable housing development program, and derived from prior code §§ 24-180—24-183; and an ordinance adopted March 15, 1993.

3.24.010 - Established.

Pursuant to Connecticut General Statutes as amended ("Statutes"), including but not limited to Section 8-215 and Section 8-216; the ordinance codified in this chapter establishes an affordable housing tax incentive development program for the city, and allows for the abatement of real property taxes until such time that such housing is not solely for low or moderate-income persons or families.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

3.24.020 - Program administration.

- A. Except for the establishment of property assessment as governed by the statutes of the state of Connecticut, and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this tax incentive program.
- B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

3.24.030 - Eligibility criteria.

- A. Projects eligible for assistance under this chapter must be projects that include housing for low or moderate-income persons or families as defined by the US Department of Housing and Urban Development or as defined by the state of Connecticut Department of Housing, the state of Connecticut Department of Economic and Community Development, or by the Connecticut Housing Finance Authority, or by their successor agencies in the federal or state government.
- B. A tax incentive development agreement shall provide that moneys equal to the amount of such tax incentive shall be used for any one or more of the purposes stated in Section 3.24.040.A hereof and that such tax incentive shall terminate at any time when such housing is not solely for low or moderate-income persons or families.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

3.24.040 - Miscellaneous.

- A. All projects receiving a tax incentive under this chapter are receiving the incentive so as to achieve one or more of the following objectives:



- (1) To reduce rents below the levels that would be achieved in the absence of such tax incentive and to improve the quality and design of such housing;
  - (2) To effect occupancy of such housing by persons and families of varying income levels within limits determined by the relevant agencies as described in Section 3.24.030 hereof; or
  - (3) To provide necessary, related and complementary facilities or services in such housing.
- B. Tax incentive development agreements in compliance with this section shall be recorded against title to, and shall be conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- C. To become effective, tax incentive development agreements shall be executed as a contract between the owner of the property and the city and shall be recorded on the land records of the city.
- D. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.
- E. Tax incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act as amended, Section 1-15 et seq.
- F. Once an application meets the eligibility criteria established by OPED in accordance with this chapter, OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.24.020(b). No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.

( Ord. dated 11/4/13 ; Ord. dated 10/16/17 )

Item# \*142-16 Consent Calendar

Amendments to the Municipal Code of Ordinances,  
amend Chapter 3.24 - Affordable Housing Tax  
Incentive Development Program.



**Report**  
**of**  
**Committee**  
**on**

**Ordinances**

City Council Meeting Date: October 16, 2017

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

Approved by: Joseph P. Canim  
Joseph P. Canim, Mayor

Date Signed: 10/19/17

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# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

Item No. 142-16

### **Resolution Amending Chapter 3.24 of the Municipal Code**

**WHEREAS**, Chapter 3.24 of the Bridgeport Municipal Code (the "Ordinance"), establishes an "Affordable Housing Tax Incentive Development Program," (the "Program") to promote development and increase tax revenue for the City;

**WHEREAS**, Section 3.24.020(A) of the Ordinance charges the Director of the City's Office of Planning and Economic Development ("OPED") with the responsibility of administering the Program;

**WHEREAS**, pursuant to Sec 3.24.020(B) of the Ordinance, OPED has established uniform and consistent policies, procedures and forms by which to administer the Ordinance (such policies, procedures, and forms attached hereto as Exhibit A - OPED Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy -Dated 9-13-17 -- and herein referred to as the "Policy");

**WHEREAS**, the Policy provides specific limiting parameters within which OPED must operate in its administration of the Program;

**WHEREAS**, in order to maximize the tax revenue generated per the Policy, the Program must be administered in an efficient, transparent, and predictable manner;

**NOW THEREFORE BE IT ORDAINED:** By the City Council of the City of Bridgeport that, effective upon publication by the City Council, the Municipal Code of Ordinances, Chapter 3.24 Affordable Housing Tax Incentive Development Program, is hereby amended to read as follows:

### **Chapter 3.24 - AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT PROGRAM**

#### **Sections:**

#### **3.24.010 - Established.**

Pursuant to Connecticut General Statutes as amended ("Statutes"), **including but not limited to** Section 8-4215 and Section 8-4216; the ordinance codified in this chapter establishes an affordable housing tax incentive development program for the city, and allows for the abatement of real property taxes until such time that such housing is not solely for low or moderate-income persons or families.

(Ord. dated 11/4/13)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. 142-16

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### 3.24.020 - Program administration.

- A. Except for the establishment of property assessment as governed by the statutes of the state of Connecticut, and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this tax incentive program.
- B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.**
- ~~B. In consultation with the tax collector and tax assessor, OPED shall establish uniform and consistent policies, procedures and forms to ensure compliance with this chapter making such procedures, and forms publicly available within one hundred twenty (120) days of the enactment of the ordinance codified in this chapter.~~
- ~~C. The policies, procedures and forms shall be made available for public comment for a thirty-day period prior to their implementation and shall be approved by the city council through the office of the city clerk.~~
- ~~D. The applicant for a tax incentive under this chapter shall submit a letter of request for such a tax incentive which shall disclose all principals of the applicant. The applicant must complete and file with OPED all other necessary forms required by OPED.~~

(Ord. dated 11/4/13)

### 3.24.030 - Eligibility criteria.

- A. Projects eligible for assistance under this chapter must be projects that include housing for low or moderate-income persons or families as defined by the US Department of Housing and Urban Development or as defined by the state of Connecticut Department of Housing, the state of Connecticut Department of Economic and Community Development, or by the Connecticut Housing Finance Authority, or by their successor agencies in the federal or state government.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

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- B. A tax incentive development agreement shall provide that moneys equal to the amount of such tax incentive shall be used for any one or more of the purposes stated in Section 3.24.040.A hereof and that such tax incentive shall terminate at any time when such housing is not solely for low or moderate-income persons or families.

(Ord. dated 11/4/13)

### **3.24.040 - Miscellaneous.**

- A. All projects receiving a tax incentive under this chapter are receiving the incentive so as to achieve one or more of the following objectives:
- (1) To reduce rents below the levels that would be achieved in the absence of such tax incentive and to improve the quality and design of such housing;
  - (2) To effect occupancy of such housing by persons and families of varying income levels within limits determined by the relevant agencies as described in Section 3.24.030 hereof; or
  - (3) To provide necessary, related and complementary facilities or services in such housing.
- B. Tax incentive development agreements in compliance with this section shall be recorded against title to, and shall be conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- C. To become effective, tax incentive development agreements shall be executed as a contract between the owner of the property and the city and shall be recorded on the land records of the city.
- D. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. 142-16

-4-

- E. Tax incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act as amended, Section 1-15 et seq.
- F. Once an application meets the eligibility criteria established by OPED in accordance with this chapter, ~~the application shall be forwarded with a report from OPED to the city council for final approval. The report shall explain OPED's rationale for supporting the tax incentive development agreement.~~ **OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.24.020(b). No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.**

(Ord. dated 11/4/13)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 142-16

-5-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons, D-134th

Mary McBride-Lee, D-135th

Kathryn M. Bukovsky, D-130th

Jack O. Banta, D-131st

Richard D. Salter, Sr., D-135th

City Council Date: October 16, 2017

**EXHIBIT A**

September 13, 2017  
OPED  
"Tax Incentive Development Policy"  
and  
"Affordable Housing Tax Incentive Development Policy"  
for  
Ch. 3.20 Municipal Code - Tax Incentive Development Program  
and  
Ch. 3.24 Municipal Code – Affordable Housing Tax Incentive Development Program

1)OPED Director shall administer these tax incentive development programs  
-per Ch 3.20.020 (A) and Ch 3.24.020 (A)

2)Developers shall make application using standardized form  
- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)

- Form Shall Be: CHFA DOH Consolidated Application – (8-16-17), applicable sections, minimally:
- detailed development budget
- detailed sources and uses of funds
- 20 year operating pro-forma
- (see form attached)

3)OPED shall follow standardized 3-step procedure for review of applications  
Step 1: Initial Analysis for Completion of Application  
Step 2: Financial Analysis – Economic Justification Analysis  
Step 3: Calculation of Allowable Tax Payment Within Policy Parameters  
- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)

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17 OCT 16 PM 12: 28  
ATTEST  
CITY CLERK



### 3A) Step One of Review – Initial Review of Application for Completeness

#### **Review of Developer's experience, standing, financial capacity to confirm:**

- a) evidence of positive long-term banking relationships
- b) evidence of previous project completions
- c) absence of prejudicial litigation or judgments
- d) absence of city-developer litigation other than normal assessment appeal
- e) absence of non-compliance with any other city regulatory requirements
- f) evidence that applicant is current on all local tax and user fee obligations
- f) financial strength as evidenced by CPA-reviewed-quality financial statements (2 years)

#### **Review of Completeness of Development Proposal to confirm that it provides:**

- a) construction or rehabilitation costs
- b) rents and/or sales prices
- c) vacancy and absorption rates
- d) cost of, and amount of, financing
- e) developer fees as percentage of cost
- f) return on equity invested
- g) transactional costs in structuring deal and closing financing
- h) carrying costs and soft costs during pre-development and construction
- i) operating costs once stabilized
- j) assumptions as to escalators on revenue and expenses
- k) acquisition cost recognized at lesser of purchase price or current appraised value

#### **Issue Report to Developer:**

OPED shall issue written report to Developer confirming that the Application is complete, or detailing what information needs to be submitted or clarified. Developer may resubmit additional or clarifying evidence for further City review.

### **3B) Step Two of Review- Economic Justification Analysis –**

- Per 3.20.040

#### **Developer Equity Contribution\***

Minimum of 5% of Total Development Cost ("TDC") on Deed-Restricted Income-Limited\* Deals

Minimum of 10-15% of TDC on Strictly Commercial (non-residential) Deals

Minimum of 10-15% on Market-Rate Residential and Mixed-Use Deals

#### **Private Financing**

Maximized per project's cash flow debt-carrying capacity

Per prevailing lender loan-to-value ratios: (e.g. 50% to 70% of finished appraised value)

Per prevailing lender debt-coverage ratios: (e.g. of 1.0 to 1.4)

#### **Public Funding**

As applicable and available, maximizing use of State and Federal Funding Resources

#### **Reasonable Developer Return**

For Deed-Restricted Income-Limited, allow up to 15% of TDC allowed as Developer Fee

For Commercial and Market-Rate Residential Deals, allow up to:

- 20% "Internal Rate of Return" over 20 years as modeled at prevailing capitalization rate
- 12% "Cash-on-Cash Return" Measured in Stable Operating Year (year #2)
  - o Cash Flow (After Vacancy, Operating Expenses, Taxes, Debt Service / Equity
- 8% "Cash-on-Cost Return" in Stable Operating Year (year #2)
  - o Net Operating Income (After Vacancy, Operating Expenses, Taxes) / TDC

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\*Deed Restricted Income-Limited shall mean residential units which, by deed-restriction, may only be rented or owned by households earning less than 80% of the Area's Median Income as defined by HUD. Market Rate Residential shall mean residential units to which no income-limiting deed-restriction applies, with the exception of income-limiting deed restrictions that allow for such units to be rented or owned by households earning equal to or more than 80% of the Area's Median Income as defined by HUD.

*\*Developer Equity Shall Include:*

- 1) *Value of property and improvements as determined by appraisal at time of City analysis*
- 2) *Value of cash contributed by the developer toward development, as opposed to pure carrying costs*
- 3) *Value of deferred developer fees*

### **3C) Step Three – Calculation of Tax Payment Within Policy Parameters**

- per 3.20.040 (C)

#### **Length of term:**

- up to 2 years during construction
- up to 20 years during operations

#### **Pre-Existing Tax and Tax During Construction and 1<sup>st</sup> Year of Operation**

- Pre-existing tax payment obligation shall remain and may not be reduced
- No new incremental tax payment shall be due during construction
- No new incremental tax payment shall be due during first year of operation

#### **New Base Tax Payment and Escalation Schedule**

##### Commercial and Market-Rate Development:

New base tax payment shall be due the second year of operation and shall be between 2.5% and 7.5% of the project's EGI, provided that, as applies to commercial development, the new base tax payment shall be no less than \$1.00 per gross square foot of development, and further provided that, as applies to residential or mixed-use (residential and commercial) development, the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. The new base tax payment shall remain fixed for operating years 2-7 and then shall escalate annually to reach full taxation in the year following the end of the term.

##### Deed-Restricted Development:

As applies to deed-restricted residential or mixed-use (residential and commercial) development, the new base tax payment shall be due the second year of the operation and shall be between 7.5% and 10% of the project's EGI, provided that the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. Beginning in the third year of operation, the new base tax payment shall escalate annually to reach full taxation in the year following the end of the term.

##### Notes:

"EGI" = "Effective Gross Income" = gross revenue minus vacancy and operating exps.  
Vacancy Allowance for Deed-Restricted Residential shall be 5%  
Vacancy Allowance for Non-Deed-Restricted Residential shall be 10%  
Vacancy Allowance for Commercial Space within Mixed-Use Buildings shall be 25%  
Base Tax Payment derived on blended basis for mixed-use or multiple property deals

#### **4) Enforcement Policy, Verifications, and Claw-Back Provisions:**

- Development costs certified upon completion of construction
- Cost discrepancy (>20%) triggers claw-back or commensurate adjustment of tax payment
- All Agreements filed on Land Records
- OPED retains right of review and consent as to successors and assigns.
- Projects convert to full taxation upon default
- Owner must submit annual CPA-reviewed financial statements for project and/or tax returns
- OPED to conduct Variance Analysis Annually
- If Variance Analysis Reveals Discrepancy (>20% over EGI), then claw-back provisions apply
- Claw-Back via lump-sum retroactive payment or by adjustment of tax payment going forward

#### **5) OPED Reporting Requirements to City Council**

##### **a) Deal Specific Reporting**

Within 30 days of the execution of any specific Tax Incentive Agreement, OPED shall provide to the City Council an Executive Summary Report of the Incentive Agreement, detailing:

- 1) The specific schedule of new tax payments to be made under the Agreement;
- 2) The cumulative value of new tax payments to be made under the Agreement;
- 3) The cumulative value of the theoretical taxes foregone under the Agreement
- 4) A direct comparison of new tax payments realized versus theoretical tax payments foregone;
- 5) The value of the investment to be made in the City per the Agreement
- 6) The impact of the investment on the assessed value of the property

##### **b) Program-Wide Reporting**

Every six months, beginning June 30<sup>th</sup>, 2018, OPED shall provide the City Council with a Summary Report as to the Tax Incentive Program's cumulative impact with regard to:

- 1) Total number of Tax Incentive Agreements executed
- 2) Total amount of new tax revenue to be realized
- 3) Total value of theoretical taxes to be foregone
- 4) Total investment leveraged
- 5) Geographic locations of projects approved
- 6) Total commercial square footage
- 7) Total residential units and type
- 8) Total impact on underlying assessed value of properties



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*117-17 Consent Calendar**

WHEREAS, cities throughout the United States have established "Percent for Art" programs to fund the creation, installation, and maintenance of public art; and

WHEREAS, three cities within Connecticut (Hartford, New Haven, New Britain), as well as the State of Connecticut itself, have instituted "Percent for Art" programs; and

WHEREAS, such programs have produced considerable investment in public art; and

WHEREAS, investment in public art leads to increased real estate values, more beautiful public spaces, more engaged and more prosperous artistic communities, more dynamic and expressive urban settings, stronger city and neighborhood identity, greater economic development, tourism, community engagement and entrepreneurial energy; and

WHEREAS, it is in the City of Bridgeport's interest to create a fund to invest in public art and in the artistic community; and

NOW THEREFORE BE IT RESOLVED that the City's Office of Planning and Economic Development (OPED) shall work in conjunction with the Office of the City Attorney to draft an ordinance establishing a "Percent for Art" program (the "Ordinance"); and

BE IT FURTHER RESOLVED, that in developing its draft of the Ordinance, OPED shall reach out to, and consult with, local and area artists and art organizations, and shall review best practices within the state and within the nation with respect to the form of such Ordinance and with respect to the implementation of such Ordinance; and

BE IT FURTHER RESOLVED that within six months of the passage of this resolution, OPED shall report back to the City Council as to the results of the outreach and research required of it herein, and shall present to the City Council its recommendation as to the form and the substance of the "Percent for Art" Ordinance and any attendant regulations pertaining thereto.



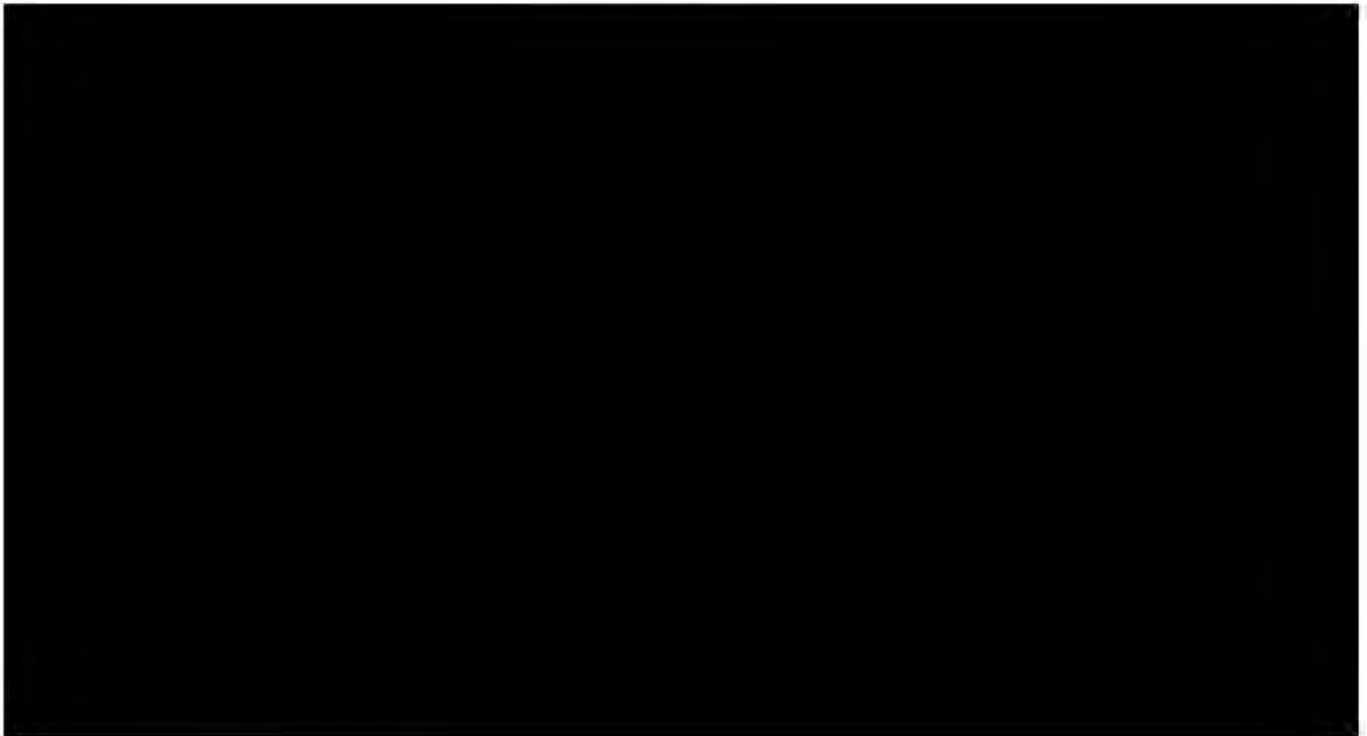
# City of Bridgeport, Connecticut Office of the City Clerk

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Report of Committee on Ordinances  
Item No. \*117-17 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES



*City Council Date: August 6, 2018*  
*Tabled by City Council on: August 6, 2018*  
*Resubmitted: September 4, 2018*



# City of Bridgeport, Connecticut Office of the City Clerk

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Report of Committee on Ordinances  
Item No. \*117-17 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

\_\_\_\_\_  
Eneida L. Martinez, Co-Chair

\_\_\_\_\_  
Marcus A. Brown, Co-Chair

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Ernest E. Newton, II

\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Pete Spain

\_\_\_\_\_  
Maria I. Valle

*City Council Date: August 6, 2018*

**Item# \*122-17 Consent Calendar**

Resolution regarding Sidewalk Repair Pilot Program Cost Estimates-Third Round.



**Report  
of  
Committee  
on**

**Public Safety and Transportation**

City Council Meeting Date: August 6, 2018

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

Approved by: *[Signature]*  
Joseph P. Ganim, Mayor

Date Signed: 8/11/18

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# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*122-17 Consent Calendar**

### **RESOLUTION**

*(Third Round of City Sidewalk Repair Program List of Repairs)*

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

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

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

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

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

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

**NOW, THEREFORE**, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby **RESOLVED** by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and in invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 10% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on **Public Safety and Transportation**  
Item No. \*122-17 Consent Calendar

-2-

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

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

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

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

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



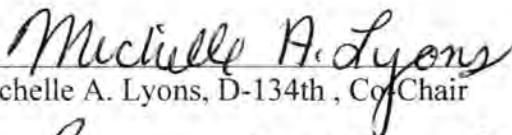
# City of Bridgeport, Connecticut Office of the City Clerk

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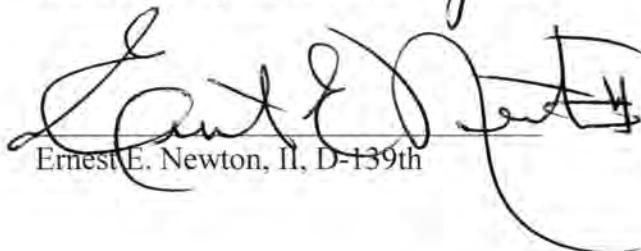
Report of Committee on **Public Safety and Transportation**  
Item No. \*122-17 Consent Calendar


-3-


RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**


  
Michelle A. Lyons, D-134th, Co-Chair


  
Jack O. Banta, D-131st, Co-Chair

  
Ernest E. Newton, II, D-139th

  
Karen Jackson, D-138th

  
Kyle Piché Langan, D-132nd

  
Eneida L. Martinez, D-139th

  
Maria I. Valle, D-137th

*City Council Date:* August 6, 2018

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES**  
Submitted for City Council Review - June 18, 2018

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	TOTAL
268	Alexander Avenue	06606	Gabriel & Carmen	Figueroa	\$2,067.50	\$2,067.50	\$4,135.00
106	Amsterdam Avenue	06606	Olga & James	Michaels	\$4,723.75	\$4,723.75	\$9,447.50
270	Amsterdam Avenue	06606	Alice & Willie	Polite	\$7,017.00	\$7,017.00	\$14,034.00
672	Atlantic Street	06604	Victor & Carmen	Nieves	\$3,436.50	\$3,436.50	\$6,873.00
119	Austin Street	06604	Cathleen	Hernandez	\$2,536.75	\$2,536.75	\$5,073.50
17	Beatrice Street	06607	Sadie	Bristow	\$2,168.75	\$2,168.75	\$4,337.50
21	Bedford Avenue	06605	Neisa & Ramon	Cruz	\$1,594.00	\$1,594.00	\$3,188.00
189	Beechmont Avenue	06606	Richard & Marina	Collazzo	\$3,199.00	\$3,199.00	\$6,398.00
471	Beechwood Avenue	06604	Liliana	Rodriguez	\$2,904.75	\$2,904.75	\$5,809.50
32	Bell Street	06610	Willie H.	Wiggins, Jr., Et Al	\$2,201.75	\$2,201.75	\$4,403.50
120	Boston Terrace	06610	Radames & Christina	Ogando	\$2,456.25	\$2,456.25	\$4,912.50
226	Bradley Street	06610	Michael	Basso	\$3,574.50	\$3,574.50	\$7,149.00
266	Brewster Street	06605	Robert & Cheryl	Nicholas	\$3,128.25	\$3,128.25	\$6,256.50
268	Broad Street	06604	Nathaniel	Plotkin	\$1,679.00	\$1,679.00	\$3,358.00
44	Brooklawn Place	06604	Diego	Chacquas	\$4,948.00	\$4,948.00	\$9,896.00
55	Cedar Street	06608	Evangelina	Ortiz, et al	\$1,973.00	\$1,973.00	\$3,946.00
36	Cleveland Avenue	06606	Helen	Longo	\$2,611.50	\$2,611.50	\$5,223.00
533	Courtland Avenue	06605	William & Johanna	Wesson	\$3,122.50	\$3,122.50	\$6,245.00
57	East Thorme Street	06606	Francisco & Sylvia	Bermudez	\$3,161.75	\$3,161.75	\$6,323.50
76	Eaton Street	06604	Jill	Sagliano	\$3,113.75	\$3,113.75	\$6,227.50
381	Ellsworth Street	06605	Javier	Torricos	\$2,893.50	\$2,893.50	\$5,787.00
72	Elmwood Avenue	06605	Jorge	Velasquez	\$2,279.00	\$2,279.00	\$4,558.00
38	Ford Place	06610	Jose	Guzman-Cortes	\$2,239.50	\$2,239.50	\$4,479.00
72	Gilmore Street	06604	Livingston	Walker	\$3,146.25	\$3,146.25	\$6,292.50
34	Glenbrook Road	06610	Miguel & Milagros	Carrasquillo	\$3,072.50	\$3,072.50	\$6,145.00
221	Goddard Avenue	06610	Maria	Lopez	\$3,676.50	\$3,676.50	\$7,353.00
375	Grand Street	06604	Mark	Bush	\$3,220.00	\$3,220.00	\$6,440.00
226	Granfield Avenue	06610	Wilmer	Alvarez	\$2,570.75	\$2,570.75	\$5,141.50
620	Gurdon Street	06606	Gerhaldine	McKnight	\$2,392.25	\$2,392.25	\$4,784.50
289	Hanover Street	06605	Margaret J	Bentley	\$1,739.25	\$1,739.25	\$3,478.50

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES**  
Submitted for City Council Review - June 18, 2018

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	TOTAL
140	Hillside Avenue	06606	Luis	Colon, et al	\$2,435.00	\$2,435.00	\$4,870.00
123	Hollister Avenue	06607	Paulette & Shelby	Council	\$1,973.00	\$1,973.00	\$3,946.00
743	Howard Avenue	06605	Pamela	Munoz, et al	\$2,753.00	\$2,753.00	\$5,506.00
67	Jetland Street	06605	Stanley & Loretta	Tatarynowicz	\$3,418.00	\$5,018.00	\$8,436.00
80	Kent Avenue	06610	Carlandro & Keasha	Harris	\$2,924.00	\$2,924.00	\$5,848.00
137	Kent Avenue	06610	Alex	Matos	\$3,037.75	\$3,037.75	\$6,075.50
1087	Kossuth Street	06608	Isabel	Otero	\$2,802.00	\$2,802.00	\$5,604.00
1245	Kossuth Street	06608	Omar	Majeed	\$2,707.50	\$2,707.50	\$5,415.00
1164	Laurel Avenue	06606	Mark A	Moody	\$3,605.00	\$3,605.00	\$7,210.00
1115	Lindley Street	06606	Tyelissa	Samuel	\$2,804.75	\$2,804.75	\$5,609.50
250	Lynne Place	06610	Doreen	Morawski	\$4,047.25	\$4,047.25	\$8,094.50
3390	Main Street	06606	Adriana	Maia	\$2,842.25	\$2,842.25	\$5,684.50
355	Mapledale Place	06610	Thomas & Dianna	Ulasz	\$3,079.00	\$3,079.00	\$6,158.00
53	Melrose Avenue	06605	Kevin	Geoghegan, Et Al	\$2,337.75	\$2,337.75	\$4,675.50
545	Merritt Street	06606	Joseph	Savo	\$3,117.00	\$3,117.00	\$6,234.00
292	Mountain Grove Street	06605	Lydia & Skirmantas	Gomez	\$2,171.00	\$2,171.00	\$4,342.00
915	Noble Avenue	06608	Hattie	Galberth	\$4,591.50	\$4,591.50	\$9,183.00
121	Norland Avenue	06606	Theresa	Wilson, et al	\$1,827.50	\$1,827.50	\$3,655.00
554	Norman Street	06605	Tajhier	Serrano	\$3,653.25	\$3,653.25	\$7,306.50
1371	Norman Street	06604	Edwin & Lucy	Milfort	\$2,179.75	\$2,179.75	\$4,359.50
1832	North Avenue	06604	Sakal	Ith	\$2,494.00	\$2,494.00	\$4,988.00
117	North Bishop Avenue	06610	Aysha	Betancourt	\$3,021.50	\$3,021.50	\$6,043.00
305	Pacific Street	06604	Darlene	Simmons	\$1,927.75	\$1,927.75	\$3,855.50
1316	Park Avenue	06604	Jose & Maria	DelValle	\$2,272.75	\$2,272.75	\$4,545.50
183	Parrott Avenue	06606	Mamie	Darden	\$3,035.25	\$3,035.25	\$6,070.50
218	Parrott Avenue	06606	Arie & Gigi	Childs	\$2,457.00	\$2,457.00	\$4,914.00
60	Poplar Street	06605	William & Carmen	Ramos	\$3,361.00	\$3,361.00	\$6,722.00
162	Poplar Street	06605	Lecoeur & Nicola	Menard	\$2,608.00	\$2,608.00	\$5,216.00
97	Princeton Street	06607	Eduardo	Melendez	\$2,838.75	\$2,838.75	\$5,677.50
58	Rocton Avenue	06606	Alfonzo	Barnes	\$3,308.50	\$3,308.50	\$6,617.00

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES**  
 Submitted for City Council Review - June 18, 2018

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	TOTAL
150	Rocton Avenue	06606	Ducange Simon	& Nelly Alfred	\$3,092.00	\$3,092.00	\$6,184.00
167	Rosewood Place	06610	Theresa	Villegas	\$1,744.00	\$1,744.00	\$3,488.00
565	Ruth Street	06606	Mario & Isabel	Fuentes	\$2,359.75	\$2,359.75	\$4,719.50
285	Salem Street	06606	Antonio & Adilia	Lopes	\$2,165.25	\$2,165.25	\$4,330.50
174	Seaside Avenue	06605	Bongkot Ronghanam	& Joshua Benedict	\$2,531.75	\$2,531.75	\$5,063.50
51	Sterling Place	06606	Guy & Cam	Horvath	\$847.50	\$847.50	\$1,695.00
134	Summerfield Avenue	06610	Kimberlee	Kinsella	\$3,221.50	\$3,221.50	\$6,443.00
80	Tesiny Circle	06606	Alberto	Valbuena	\$1,990.50	\$1,990.50	\$3,981.00
44	Tully Circle	06610	Jacqueline	Grady	\$2,587.50	\$2,587.50	\$5,175.00
88	Vine Street	06606	Brandon	Rivera	\$3,647.25	\$3,647.25	\$7,294.50
391	Wayne Street	06606	Luigi	Ianni	\$3,374.25	\$3,374.25	\$6,748.50
355	West Morgan Avenue	06604	Cassandra	Torres	\$3,230.50	\$3,230.50	\$6,461.00
222	Wheeler Avenue	06606	Adailton	Calheira	\$5,488.50	\$5,488.50	\$10,977.00
300	Wilmot Avenue	06607	Loretta	Williams	\$2,003.25	\$2,003.25	\$4,006.50
354	Wilmot Avenue	06607	Nathan & Thelma	Grant	\$1,632.75	\$1,632.75	\$3,265.50
407	Wood Avenue	06605	Bertie & Norma	Smilie	\$3,197.75	\$3,197.75	\$6,395.50

Item # \*116-17 (Ref. #186-15 & 187-15) Consent  
Calendar

Professional Services Agreement with WXY Architecture  
+ Urban Design for the implementation of Various  
Downtown Capital Plan Improvements.



Report  
of  
Committee  
on  
Contracts

City Council Meeting Date: August 6, 2018

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

Approved by: Joseph P. Ganin  
*Joseph P. Ganin*  
Joseph P. Ganin, Mayor

Date Signed: 8/15/18

RECEIVED  
CITY CLERK'S OFFICE  
18 AUG 16 PM 1:53  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*116-17 (Ref. #186-15 & 187-15) Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Professional Services Agreement for the Implementation of the Downtown Capital Plan**

**WHEREAS**, pursuant to City Council resolutions #186-15 and #187-15, the Council has approved significant capital funding for downtown improvements and investments to be developed and administered by the Office of Planning and Economic Development (“OPED”); and

**WHEREAS**, OPED conducted a public Request for Qualifications run from October 20, 2017 to November 1, 2017, followed by interviews on November 27, 2017, and then subsequently issued a public RFP, concluded December 8, 2017, for the purpose of selecting a consultant team capable of supporting OPED in its implementation of the various components of the downtown capital improvement and investment program; and

**WHEREAS**, WXY Architects + Urban Design (the “Consultant”) emerged from the RFP process as the best qualified consultant; and

**WHEREAS**, OPED wishes to recommend the Consultant and the attached “Professional Services Agreement” to the City Council for approval; and

**WHEREAS**, the Board of Public Purchases has reviewed and approved OPED’s RFP solicitation and selection process; and

**WHEREAS**, the Office of Planning & Economic Development is utilizing capital funding to contract with the Consultant; and

**NOW THEREFORE, BE IT RESOLVED** that the Bridgeport City Council approves the attached Professional Services Agreement between the Consultant and OPED;

**BE IT FURTHER RESOLVED** that the Director of OPED, or his designee, is hereby authorized to execute the Professional Services Agreement substantially in the form attached hereto and made a part hereof, subject to the final approval of the City Attorney’s Office as to form and content, and is further authorized to execute any and all other documents and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.





# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts  
Item No. \*116-17 (Ref. #186-15 & 187-15) Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Ernest E. Newton II, D-139th, Co-Chair*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Michael A. DeFilippo, D-133rd*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*Amy Marie Pizzo-Paniccia, D-134th*

*City Council Date: August 6, 2018*

**ON-CALL  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF BRIDGEPORT**

**AND**

**WXY Architecture + Urban Design**

**[05/04/2018]**

## PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the     day of June, 2018, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located at 45 Lyon Terrace, Bridgeport, Connecticut, acting through its Office of Planning and Economic Development (OPED) (hereinafter referred to as "**Owner**") and WXY Architecture + Urban Design ("WXY"), a New York Corporation with its principal offices at 224 Centre St., 5th floor, New York, NY 10013 (hereinafter referred to as "**Consultant**").

WHEREAS, the Owner advertised a Request for Qualifications on October 20, 2017 for planning and design services services for the Owner (see **Exhibit A** attached);

WHEREAS, the Consultant submitted its qualifications/proposal dated November 01, 2017 (see **Exhibit A** attached);

WHEREAS, the Owner selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation of a contract for professional Consulting services for the Project;

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

### DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

**"Approval"** or **"Approved"** means, with respect to the administration and performance of this Agreement, that the Owner, in combination with the Owner's Representative, the Program Manager, and/or the Construction Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

**"Construction Manager"** means the construction manager engaged by the Owner for the Project specified in a Task Order.

**"Consultant"** means WXY, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

**"Consultant's Representative"** means a specific individual or individuals designated in writing by the Consultant to the Owner from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be Mr. Adam Lubinsky.

**"Owner"** means the City of Bridgeport, a municipal corporation, acting through the Owner's Representative who shall be designated in writing from time to time during the term of this Agreement.

**"Owner's Representative"** means a specific individual or individuals designated in writing by the Owner to the Consultant from time to time during the term of this Agreement as its representative or representatives with respect to the Project. At the inception of this Agreement, the Owner's Representative shall be Thomas F. Gill, OPED Director, or his designee set forth in writing to the Consultant.

**"Project"** means the work set forth in a Task Order assigned to the Consultant.

**"Task Schedule"** means the schedule of milestones and other time requirements established in each Task Order.

**"Services"** means the testing, inspections and other necessary and related professional services required by a Task Order for the completion of the work described therein.

**"Task" or "Task Order"** is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit B of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

**"Term"** means the duration of this Agreement, commencing upon the date specified by the Owner in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) June 1, 2023, whichever event shall first occur. The Owner reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## ARTICLE I BASIC AGREEMENT

### 1.1 Structure of the Agreement

A. **Consultant's Qualifications.** The Consultant represents that it is duly-licensed where licensing is required and is qualified and experienced in planning and design services for public facilities and other public improvements in accordance with the requirements of the Owner as set forth in one or more Task Orders. The parties are entering into this Agreement with the understanding that the Consultant will provide multi-disciplinary services through its own forces, including but not limited to architectural design services, urban design services, financial feasibility analysis, cost-benefit analysis, and related services necessary for the completion of each Task Order. The licenses of the Consultant shall be submitted to the Owner prior to the execution of this Agreement or promptly in advance of engaging any subcontractor and consultant not identified to the Owner at the time of the execution of this Agreement. The Consultant shall conduct, prepare and present to the Owner for review and acceptance all required plans, reports and analyses which shall be prepared in cooperation with the Owner's Representative and the Program Manager as determined by the Owner, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the Owner.

B. **Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to allow for the sequential or partial completion of work related to the Services in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Tasks.** The Owner shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the Owner and the Consultant. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "**Notice to Proceed**").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit B**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be

required to prepare an estimate of man-hours for each Hourly Billing Rate (defined below) to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Items of work such as borings and laboratory expenses and any estimated reimbursable expenses shall also be listed as individual line items. After negotiations with the Owner, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Owner's Representative, designated by the Owner in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The Owner shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on a [lump sum, cost plus fee, hourly rate with reimbursables and an NTE—the latter is described as follows] not-to-exceed price based upon (1) itemized man-hours by job category agreed to by the parties multiplied by the hourly rates set forth on **Exhibit C**, (2) Reimbursable Expenses, (3) the direct costs of consultants with a five (5%) percent markup for supervision and administration, and (4) the direct costs of subcontractors with a fifteen (15%) percent markup for supervision, indemnification and administration (hereinafter "**Compensation**") and Reimbursable Expenses, defined below. If required by the Owner, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (defined below) in order for the Owner to appropriately allocate funds for such Compensation.

B. **Established Hourly Rates Per Job Category.** Compensation to the Consultant, whether for its own forces or those of its subcontractors and consultants, shall be computed on the basis of hourly rates ("**Hourly Billing Rates**"). A job category hourly rate schedule for Services to be performed by the Consultant, its subcontractors and consultants is attached hereto as **Exhibit C** and incorporated herein by reference, which rate schedule will apply for the duration of this Agreement. All employees shall perform work only in the job categories for which they are qualified using objective standards acceptable in the industry and at the rates set forth in such exhibit. Requisitions for payment shall be charged against each hourly rate or individual line item identified on each Task Order.

C. **Reimbursable Expenses.** The Consultant shall be reimbursed for only those expenses set forth on **Exhibit D** attached hereto and made a part hereof. Any additional reimbursable expenses shall not be paid without the prior

approval of the Owner ("**Reimbursable Expenses**"). Except as otherwise set forth in this Agreement, hourly rates for Services include the Consultant's, its subcontractor's and consultant's respective normal overhead expenses, taxes, insurance, per diem expenses, and the like.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion to actual hours expended in providing the Services completed during the prior month, less ten (10%) percent retainage ("**Retainage**"), if required by the Owner for a particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted by the twentieth (20th) day of the month for Services rendered during the previous month. The Owner shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within forty-five (45) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the Owner based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the Owner, 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 consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the Owner other than the Owner's Representative which exceed

the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the Owner within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the Owner's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants.

F. **Release of Retainage.** The Owner shall release Retainage, if any, required for a Task Order upon receipt of the satisfactorily completed work that was agreed upon under a Task Order. Invoices for retainage shall be submitted by the Consultant in accordance with 1.3.C above.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the Owner in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the Owner in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The Owner shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the Owner and the Consultant relating to the Work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the Owner unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the Owner, at the written request of Owner. If the Owner requests that the Consultant's Representative be replaced, the Owner shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the Owner in the Owner's sole discretion, is not provided promptly.

A. B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's**



**Project Manager**”). The Consultant's Project Manager shall have responsibility for communications with the Owner's Representative and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

B. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the Owner at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of Owner. The Owner may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the Owner upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a “**Schedule**”). Once the parties hereto have agreed to the Schedule for a Task Order, certain dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, may be indicated as **TIME OF THE ESSENCE** as agreed by the Parties.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the Owner, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the Owner or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation comprised or duly-licensed Consultants and professionals engaged in the performance of the types of Services to be rendered under this Agreement, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense,

licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment accurately calibrated to competently perform the Services required by each Task Order.

**B. Consultant Possesses Adequate Resources and Personnel.** The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

**C. No Conflicts.** The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the Owner's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Construction Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the Owner, 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.

**D. Prior Approval of All Subconsultants.** The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the Owner and receipt of the Owner's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

**E. No Violation of Law.** The Consultant represents that neither it, nor any of its officers, directors, owners, employees or, to the best of its knowledge any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its officers, directors, owners, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

**F. Quality and Performance of Services.** The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. **Licenses and Permits.** The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. **Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the Owner and in the Owner's sole discretion, (i) defend through litigation or obtain through negotiation the right of the Owner to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the Owner so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the Owner determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the Owner may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the Owner. The Owner's Representative shall be informed of the nature and content of all direct communications with the State of Connecticut representatives in connection with the Project.

J. **Owner Shall Not Be Billed for Certain Taxes.** The Owner is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the Owner therefor. The Owner reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the Owner's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the

Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during normal business hours of the Consultant.

## **ARTICLE II CONSULTANT'S RESPONSIBILITIES**

### **2.1 General Description of Services**

A. **Customary Consulting Services.** The Consultant's Services shall consist of the Services described in a Task Order, the Consulting and other services described in Article I hereof and any other services normally performed by an Consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services is described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, fire underwriters, and other parties disclosed by the Owner and otherwise known to the Consultant as of the date of this Agreement or the date of any Task Order, or which, in the exercise of the best professional judgment of an independent Consultant retained by the Owner, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to Owner of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the Owner as to time and date of such meetings. Notwithstanding anything herein to the contrary, the Owner shall pay the Consultant for all pre-approved and properly documented expenses incurred for trips on the Owner's behalf that exceed fifty miles from Bridgeport, Connecticut.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the Owner in connection with the Project and other Consultants or professionals employed by the Owner for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Owner's Representative and the Program Manager copies of all, reports, test results, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the Owner informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement and to a Task Order.

### ARTICLE III INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The Owner shall provide information regarding its requirements in the form of Task Orders. The Owner shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any Owner-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the Owner's Representative in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Owner's Representative.** The Owner's Representative at the inception of this Agreement is Thomas F. Gill or his designee set forth in writing ("**Owner's Representative**"). Each such person or entity functioning in the capacity as the designated Owner's Representative shall act on behalf of the Owner with respect to this Agreement and all Task Orders and shall have authority to make decisions on which the Consultant can rely. The Owner's Representative shall not perform any design services or other services performed by an Consultant. The Owner's Representative shall examine documents, at each phase of the Services performed or to be performed by the Consultant, which are submitted by the Consultant from time to time, and shall render evaluations and decisions pertaining thereto promptly in order to avoid unreasonable delay in the performance and delivery of the Consultant's services. Any Approval or Approvals given by the Owner shall not relieve the Consultant of any of its obligations hereunder.

3.3 **Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is O&G Industries, Inc. through its Project Manager, William Coleman or his designee set forth in writing. The Program Manager shall act in the interests of the Owner with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the Owner regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the Owner's Representative with respect to the Consultant, its Services and

work. With respect to the hierarchy of authority to act on behalf of the Owner, the Owner's Representative has primary authority to make decisions for the Owner and to direct the Consultant in connection with this Agreement. If authorized in writing by the Owner's Representative, the Program Manager may make decisions on behalf of the Owner and give limited direction the Consultant concerning the Services and any Task Order. Any Approval or Approvals given by the Program Manager on behalf of the Owner, shall not relieve the Consultant of any of its obligations hereunder.

3.4 **Independent Legal and Accounting Services.** The Owner shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the Owner possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.5 **Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("**FOIA**") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other 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 properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement 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 party claiming confidentiality may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Consultant will notify the Owner of spills or other discharges of hazardous environmental contaminants, hazardous waste, regulated chemicals and other conditions that may be detrimental to public health, safety and welfare which are regulated under Connecticut law ("**Reportable Environmental Event**"). In cases where the Owner is not the property owner, the Consultant shall notify the Owner of any Reportable Environmental Event and the Owner will notify the property owner of the requirement to address such occurrence in compliance with applicable law. 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 due diligence and care. 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.

3.6 **Existing Environmental Reports.** The Owner shall furnish to the Consultant for its use any chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests in the Owner's possession related to the Work of a Task Order.

## ARTICLE IV

### REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the Owner thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the Owner shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the Owner to the Consultant, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the Owner terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the Owner's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the Owner and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 **Default by Owner.** In the event the Owner shall fail to perform any of its material obligations pursuant to this Agreement ("**Owner's Default**"), the Consultant shall give written notice within fourteen (14) days to the Owner. In the event that the Owner fails to cure a payment default within fourteen (14) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the Owner to be in default hereunder and exercise any remedies available to it.

4.3 **Termination by Owner Due to Consultant's Default.** If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the Owner shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within seven (7) days after receipt of such notice, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it. The Owner may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all plans, specifications, drawings, analyses, test results, samples and other data prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the Owner may deem expedient. Additionally, the Owner may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the Owner for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

4.4 **Termination by Consultant.** Should the Owner commit an Owner's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the Owner all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the Owner other than payment for Services performed up to the date of termination and Reimbursable Expenses.

4.5 **Termination by Owner Without Fault of the Consultant.** Upon fifteen (15) days' prior written notice, the Owner shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the Owner shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the Owner shall pay to the Consultant all sums then due to



the Consultant hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

**4.6 Transfers on Termination.** In the event of any termination of this Agreement by the Owner, the Consultant shall, upon written request of the Owner, return to the Owner within seven (7) days all papers, materials, test results, samples, analyses and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Owner's Representative, the Consultant shall debrief the Owner with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the Owner all rights and claims to its Work Product, drawings, specifications, test results, analyses, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Owner's Representative to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the Owner.

**4.7 Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

**4.8 Claims For Additional Compensation and Time.** In an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the Owner in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the Owner. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

**4.9 Consultant's Joinder in Other Related Matters in Dispute.** In the event that a dispute arises between the Owner and its architect, construction manager or general contractor(s), the Consultant agrees that it will participate in

such arbitration as a witness or as a party thereto for the purposes of giving evidence relating to the Project.

## **ARTICLE V INDEMNIFICATION AND INSURANCE**

**5.1 Indemnification.** The Consultant represents and warrants that it will employ its best professional Consulting judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold Owner, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

### **5.2 Environmental Indemnification.**

**A. Indemnification.** [The Capitalized terms used herein are defined in Paragraph 5.2.B hereof.] The Consultant hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Owner from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred by a third party 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 Consultant's action or omission which results in a Release to or from the Project site 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:

- (i) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Project site or emanating therefrom;
- (ii) the imposition of a lien against the Project site, including liability resulting from the Consultant'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;
- (iii) 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;
- (iv) any failure of the Consultant to use the Project site in compliance with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;
- (v) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Project site, or as a result of activities conducted on or with respect to the Project site 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 Consultant in connection with this Agreement. This paragraph shall survive the expiration of the Agreement or the earlier termination thereof and shall be a continuing obligation of the Consultant and shall be binding upon the Consultant, its successors and assigns, and shall inure to the benefit of the Owner, its successors and assigns.

**B. Definitions.**

"Consultant" means the Consultant, its subcontractors and consultants.

"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.

"Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be

amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

"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 Project site 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 Project site.

"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 laws, rules or regulations, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, as amended (42 U.S.C. 11001 et seq.), 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.), 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 Sect. 452(c).

"Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Project site.

"Project site" means the real property described herein or in any Task Order, and its appurtenances.

"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.

5.3 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage

from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not enter the Project site or commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.**

A. **Coverage Required.** The Consultant shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement 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 other rating acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the Owner.

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 \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 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 \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

B. **General Requirements.** All policies shall include the following provisions:

Cancellation notice—The Owner shall be entitled to receive from all insurance carriers an unequivocal agreement **by policy endorsement to**

provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, City Hall Annex, 999 Broad Street, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Owner and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Owner prior to any work or other activity commencing under this Agreement.

**Additional insured**—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the Owner, its elected officials, officers, department heads, employees and agents, at no additional cost to the Owner, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the Owner, as its interest may appear. The undersigned shall submit to the Owner 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 accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport  
its elected and appointed officials, directors, employees and agents  
Attention: Director, Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604"

## **ARTICLE VI MISCELLANEOUS**

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 **Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the Owner other than as expressly

provided herein. The Consultant acknowledges that the Owner is not a partner or joint venturer with the Consultant and that the Consultant is not an employee or agent of the Owner.

**6.3 Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of Owner. The Owner may assign its interest in this Agreement at any time to any person or entity that assumes the Owner's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the Owner from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

**6.4 Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered OF THE ESSENCE where specifically indicated in this Agreement or any Task Order.

**6.5 Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth on the first page of this Agreement (each a "**Notice**"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

**6.6 No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

**6.7 Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the Owner, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the construction of the bulkhead Project or for future Projects.

provided that the Owner shall not alter any drawings or specifications signed and sealed by the Consultant without its prior written consent. Except for termination of the Consultant's services as a result of a default, the Consultant shall have an irrevocable, non-exclusive license to copy and use such documents and data and may retain copies of such documents and data for re-use in the conduct of its professional practice.

6.8 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Owner and the Consultant and their respective successors, assigns and legal representatives.

6.9 **Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. Any mediation or arbitration shall be commenced and resolved in Bridgeport, Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision of obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 **Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 **Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be



severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 **Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 **Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a mechanic's or materialmen's lien against the Project site or against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 **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 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 and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, 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 of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 **Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit E**.

**6.17 Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.


**6.18 Council Approval of Agreement May Be Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_

**CONSULTANT**

By:   
Name: Adam Lubinsky  
Title: managing principal  
Duly-authorized

**Item # \*129-17 Consent Calendar**

Agreement between the Office of the Comptroller for the State of Connecticut and the City of Bridgeport, Oxford Health Plans, LLC, Caremark PCS Health, LLC and CIGNA Health and Life Insurance Company.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: August 6, 2018

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

Approved by: *Joseph P. Galina*  
Joseph P. Galina, Mayor

Date Signed: *8/11/18*

RECEIVED  
CITY CLERKS OFFICE  
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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*129-17 Consent Calendar**

**RESOLVED**, That the attached Agreement between the Office of the State Comptroller and the City of Bridgeport, Board of Education, Oxford Health Plans, LLC, Caremark PCS Health, LLC and CIGNA Health and Life Insurance Company to provide group benefits under the Partnership Plan 2.0 for the period of September 1, 2018 through August 31, 2021, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Ernest E. Newton II, D-139th, Co-Chair*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Michael A. DeFilippo, D-133rd*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*AmyMarie Vizzo-Paniccia, D-134th*

*City Council Date: August 6, 2018*

## PARTICIPATION AGREEMENT

This Agreement is made and entered into as of September 1, 2018, by and between the Office of the State Comptroller ("Comptroller") and Bridgeport City and Board of Education, a political subdivision of the State of Connecticut, hereinafter referred to as "Participating Employer", and Oxford Health Plans, LLC ("Oxford"), a Health Care Organization with its principal place of business at 185 Asylum Street, Hartford, CT 06103, and its successors and assigns, hereinafter referred to as "Oxford" or as "Contractor" or "Carrier" and Caremark PCS Health, LLC, a Delaware limited liability company with its principal place of business at 2211 Sanders Road, 10<sup>th</sup> Floor, Northbrook, Illinois 60062, hereinafter referred to as "Caremark" or "Contractor", and Cigna Health and Life Insurance Company ("Cigna" or "Contractor"), with its principal place of business at 900 Cottage Grove Road Bloomfield CT 06002.

### RECITALS

WHEREAS, Comptroller has entered into agreements to obtain pharmacy benefit management, group hospitalization and medical and surgical, dental benefits for State employees and other groups pursuant to Sections 5-259(a) and (m) of the Connecticut General Statutes; and

WHEREAS, pursuant to Public Act 15 - 93, the Comptroller is authorized to offer non-state public employers coverage under the Partnership Plan 2.0, which is based upon health benefit plans procured under Section 5-259 (a) and (m);

WHEREAS, Participating Employer has applied to obtain health benefit coverage for its employees and eligible dependents under the Partnership Plan 2.0;

WHEREAS, Oxford is acting as third-party administrator and Administrative Services Provider with regard to medical benefits under the Partnership Plan 2.0;

WHEREAS, Caremark provides pharmacy benefit management services to Comptroller and has agreed to extend such services to Participating Employers under its agreement with the Comptroller; and

WHEREAS, Cigna provides dental benefit services to Comptroller and has agreed to extend such services to Participating Employers under its agreement with the Comptroller and to provide a vision rider to Participating Employers who elect such benefit; and

WHEREAS, Comptroller has provided Participating Employer with a premium equivalent rate for medical and pharmacy coverage based on the experience of the State's employee and retiree health plans, and a fully-insured premium rate for dental and vision provided by Cigna Healthcare

NOW THEREFORE, intending to be legally bound, the parties to this Participation Agreement agree as follows:

Upon execution of this Agreement, Bridgeport City and Board of Education, shall become and be known as a Participating Employer and shall be entitled to obtain coverage for its eligible members under the Partnership Plan 2.0 as of the effective date shown above.

Participating Employer adopts and agrees to be bound by all terms, conditions and provisions in the

Partnership Plan 2.0 Operating Rules, dated October 1, 2015, as they may be amended from time-to-time. A true copy of the Partnership Plan 2.0 Operating Rules is attached as Exhibit A hereto.

## I. TERM

Participating Employer shall participate in the Partnership Plan for a minimum three-year period beginning on September 1, 2018 and ending on August 31, 2021. The term of this agreement may be extended by mutual consent of the parties. Participating Employer may not terminate its participation in this program before August 31, 2021. Provided however, that should the benefit design or rate calculation for the health benefit plans procured under Section 5-259 (a) and (m) be modified as a result of a change in the State's collective bargaining agreement or state statute, Participating Employers shall be entitled to terminate their participation in the Partnership Plan upon 90 days' notice without assessment of the exit fees for early termination as set forth in the Partnership Plan 2.0 Operating Rules.

## II. RATES

Participating Employer will be charged the rates set forth in Exhibit B, which covers expected claims, insurance premiums, and administrative service fees for medical and pharmacy, and dental benefits. Rates to be charged to Participating Employer are subject to annual revision based on the State of Connecticut's annual renewal on July 1, 2019 and each July 1<sup>st</sup> thereafter. Rates charged to Participating Employer shall be increased for any member of Participating Employer's plan that fails to qualify for the financial benefits of the Health Enhancement Program (HEP) following the initial compliance review period, for each such member Participating Employer shall be required to pay the applicable non-HEP rate as set forth on Exhibit B.

## III. DEFINITIONS—Capitalized terms shall have the meaning provided in this section:

- A. **"Carrier" or "Contractor"** means a vendor under contract with the State of Connecticut to provide medical, pharmacy, vision, or dental benefits pursuant to Section 5-259 (a) or (m) on a fully insured or self-insured basis ("the Services") and that has been designated as an eligible provider for purposes of the Partnership Plan.
- B. **"Plan"** means the health benefit programs(s) sponsored by Participating Employers that include prescription drug, medical benefits with optional vision rider, and dental benefits.
- C. **"Participating Member" or "Member"** means each individual identified by a Participating Employer as eligible for coverage under the Plan, as set forth in and as described in the Participating Employer's Application, which is incorporated by reference herein.
- D. **"Eligibility Structure"** means Participating Members that will be classified as either active, retired (pre age 65) or on COBRA.

## IV. COVERAGE

- A. **Review of Partnership Plan Documents.** Participating Employer represents and warrants that it has reviewed the medical and pharmacy benefits available under the CT Partnership Plan and understands that the

benefits to be provided to Participating Members are limited to those medically necessary services authorized under the terms of the operative Partnership Plan document(s), consistent with the Carrier's Medical Necessity guidelines.

**B. Disclosure of Coverage Exceptions**—Participating Employer represents and warrants that it has disclosed to Comptroller all instances where its current medical or pharmacy plan was directed to provide coverage for services or medications that are exceptions to or in excess of benefits covered by the terms of the plan document(s) in effect prior to its entry into the Partnership Plan.

**C. Liability for Non-Covered Benefits**—Participating Employer acknowledges and agrees that the Partnership Plan is not obligated to continue providing benefits to Participating Members for medical or pharmacy coverage exceptions that were authorized prior to its entry into the Partnership Plan. If Participating Employer requests continuation of such coverage exceptions, Participating Employer agrees that it will be responsible for payment of the full cost of providing the excepted benefits and that such costs will be invoiced as a line item captioned "Supplemental Claims Charges" and subject to payment in accordance with Section V.D. below.

## V. INVOICING AND PAYMENT

**A. Eligibility:** Thirty days prior to the effective date, Participating Employer shall provide Oxford with an electronic file providing a snapshot of all current live enrollment data (known as the "Full File"). After receipt of the Full File Oxford shall reconcile all enrollment data and report any discrepancies to the Participating Employer. Oxford will forward the Participating Employer's eligibility data to Caremark on a schedule to be mutually agreed and Caremark may rely on the accuracy of such data.

**B.** Oxford will accept the Eligibility Structure as defined by the Participating Employer. Each Participating Employer will provide Oxford any changes within its enrollments, including additions, terminations, coverage class changes, or dependent eligibility modifications. Oxford will forward Participating Employer's eligibility data to Caremark on a schedule to be mutually agreed and Caremark may rely on the accuracy of such data.

### C. Invoicing:

1. Oxford will invoice Participating Employer monthly in advance for medical and pharmacy Plan premiums based on current eligibility as reflected in the Full File.
2. Oxford will invoice Participating Employer monthly for Supplemental Claims Charges
3. Cigna will invoice Participating Employer monthly in advance for dental premiums and vision premiums.

**D. Payment.** Participating Employer shall pay all invoiced amounts to Oxford and Cigna by the first day of the month following the date of the invoice. If any payment due from a Participating Employer is not received by the tenth day after the date such payment is due, interest shall be added to the outstanding invoice retroactive to the date such payment was due, at the rate of 8% per cent per annum.

**E. Premium.** Oxford shall forward all Plan premiums received from Participating Employers to Comptroller by the tenth day of every month. Such amounts shall be applied by the Comptroller for the benefit of each Participating Employer for the payment of medical and pharmacy claims for its Members and administrative services fees. Cigna shall retain all premiums paid to it by Participating Employer.



## **F. Non-payment of Invoices**

1. If a Participating Employer fails to make payments for medical and pharmacy benefits as required under the Agreement, the Comptroller may direct the State Treasurer, or any other officer of the state who is the custodian of any moneys made available by grant, allocation or appropriation payable to such Participating Employer, to withhold the payment of such moneys until the amount due, including interest, has been paid to the Comptroller, or until the State Treasurer or such custodial officer determines that arrangements have been made, to the satisfaction of the State Treasurer, for the payment of such amounts and interest. Such moneys shall not be withheld if such withholding will adversely affect the receipt of any federal grant or aid in connection with such moneys.

2. If no grant, allocation or appropriation is payable to such Participating Employer or is not withheld, pursuant to subparagraph (1) of this section, the Comptroller may terminate Participating Employer's participation in the Partnership Plan on the basis of nonpayment of amounts due, provided at least ten days' advance notice is given to such employer, which may continue the coverage and avoid the effect of the termination by remitting payment in full at any time prior to the effective date of termination.

3. The Comptroller may request the Attorney General to bring an action in the superior court for the judicial district of Hartford to recover any premium or premium equivalent, interest costs, paid claim expenses or equitable relief from a terminated employer, including any amounts assessed under the Rules of Operation for premature termination or any claims paid on behalf of Participating Employer's members after the date of termination.

4. If a Participating Employer fails to make payments as required under the Agreement, the Comptroller, in addition to the other remedies above, may direct Oxford and Caremark to implement a temporary hold on payment of claims for the Participating Employer's members until such time as the outstanding invoices and any accrued interest are paid in full.

5. If a Participating Employer fails to make payments to Oxford for Supplemental Claims Charges when due Oxford may, upon notice to Comptroller and Participating Employer, discontinue coverage of Excepted Services to the Participating Member until outstanding charges are paid in full.

6. If a Participating Employer fails to make payments to Cigna when due (including any grace period), coverage for that Participating Employer's members will be subject to cancellation for non-payment and collection. If the dental and vision coverage is cancelled, the Participating Employer will be deemed non-compliant with the terms of coverage under the Partnership Program and Comptroller shall have right to reassess the group's premiums based on its failure to follow the Health Enhancement Program plan design.

## **G. Payment of Claims and Premiums**

1. In accordance with the Rules of Operation, Comptroller will pay claims for medical and pharmacy benefits allocable to a Participating Employer's Members on a self-insured basis. Fully insured claims for dental and optional vision benefits will be paid by the applicable carriers as set forth in the Certificate of Coverage. Any rebates or payments for missed pricing guarantees on pharmacy claims attributable to Participating Employer's Members will be included in the State's claims experience for the purpose of determining annual renewal rates. The rates for the Partnership Plan 2.0, as set forth in Exhibit B, are set to cover the claims incurred during the contract period.

regardless of their payment date.

2. If the Participating Employer was self-insured immediately prior to joining the Partnership Plan, it will be responsible for funding claims incurred by Participating Employer's Members before the effective date of coverage under this plan.

3. If the Participating Employer exits the Partnership Plan, the Partnership Plan will fund the run-out claims; however, the Participating non-state public employer will be responsible for paying an administrative fee for the processing of the run-out claims.

## VI. OBLIGATIONS OF PARTICIPATING NON-STATE PUBLIC EMPLOYER

A. **Plan Participant Authorizations**—Participating Employer represents and warrants that it has obtained from Participating Members all consents and/or authorizations required, if any, for the Carriers to perform the Services and for the use and disclosure of information, including PHI, as permitted under this Agreement.

B. **Control of Plan**—Participating Employer retains the sole and absolute authority to modify provisions pertaining to applicable premium or cost shares to be paid by its employees or members, and the rules concerning eligibility for coverage of active and retired employees and their dependents, subject to the right of Comptroller to ensure the Participating Employer's compliance with the conditions under which its participation in the Partnership Plan was accepted.

C. **Administration of Eligibility**—Participating Employer shall have complete discretionary, binding and final authority to construe eligibility rules affecting its own Participating Members. Provided however, each Participating Employer is responsible for maintaining compliance with the requirements of the Internal Revenue Code Section 125 with regard to deduction of health care premiums from employee wages and any tax reporting.

## VII. INTERPRETATION OF PLAN

Comptroller shall have complete discretionary, binding and final authority to interpret the Plan Documents, to make factual determinations regarding the payment of Claims or provision of benefits, to review denied Claims and to resolve complaints by Participating Members. Such authority is delegated to the respective Carriers for the sole purpose of initial Claims determinations and appeals adjudication. The Cigna dental plan is governed by the dental certificate of coverage, and therefore this provision, Interpretation of Plan, is not applicable to the dental plan and any optional vision coverage.

## VIII. NOTICES

Unless otherwise expressly provided to the contrary, any notices provided for hereunder shall be in writing and may be delivered personally, by facsimile ("fax") or by mail. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other. Notices will be effective if delivered personally, by fax with delivery confirmation, or, if by mail, upon receipt, to the following addresses:

OFFICE OF THE STATE COMPTROLLER  
Thomas C. Woodruff, Ph.D.  
55 Elm Street  
Hartford, CT 06106

OXFORD HEALTH PLANS, LLC  
48 Monroe Turnpike  
Trumbull, CT 06611

FAX 860-702-3556

FAX 855-252-7698

CAREMARKPCS HEALTH, LLC  
2211 Sanders Road, MBT-1-  
Northbrook, IL 60062

CIGNA HEALTH AND LIFE INSURANCE COMPANY  
Attention: Underwriting Regional Director  
900 Cottage Grove Road  
Bloomfield, CT 06152

FAX: 847.559.4879

FAX: 516-394-3142 with copy to

BRIDGEPORT CITY & BOARD OF EDUCATION

FAX: 860-226-4693

## **IX. DATA**

The State's Contractors will provide each Participating Employer with claims data for its Members in the same format and on the same schedule as is employed for reporting on the State's claims. As applicable, Contractor will provide claims, capitated services, and enrollment data for each Participating Employer's members to the State's consultant for analysis and inclusion in the claims database.

Upon request, Comptroller will direct its consultant to provide Participating Employer with de-identified claims data pertaining to its Members.

## **X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")**

When the Contractor is a Business Associate and the Comptroller is a "Covered Entity", both as defined in 45 C.F.R § 160.163, then the Contractor is a "Business Associate" of the Comptroller, thereby allowing other Covered Entities to make disclosures directly to Contractor as a Business Associate, and the Contractor, is bound by the provisions of its Business Associate Agreement with the Comptroller.

## **XI. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or Portable Document Format (PDF) copies thereof shall be deemed to be originals.

IN WITNESS HEREOF, the parties execute this Agreement as of [INSERT DATE]

OFFICE OF THE STATE COMPTROLLER

OXFORD HEALTH PLANS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

CAREMARKPCS HEALTH, LLC

CIGNA HEALTH AND LIFE  
INSURANCE COMPANY, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

BRIDGEPORT CITY & BOARD OF EDUCATION

By: \_\_\_\_\_

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

Print Name \_\_\_\_\_

OFFICE OF THE STATE  
 COMPTROLLER  
 HEALTHCARE COST  
 CONTAINMENT COMMITTEE



HEALTHCARE POLICY & BENEFIT  
 SERVICES DIVISION  
 55 ELM STREET  
 HARTFORD, CT 06106-1775

PHONE: (860) 702-3480 • FAX: (860) 702-3556

July 5 2018

Re: CT Partnership Plan Rates

Richard Weiner, Benefits Manager  
 45 Lyon Terrace  
 Bridgeport, CT 06604

Dear Mr. Weiner:

We have completed the 2018-19 healthcare rate process for Bridgeport Town & Board of Education on Partnership 2.0. The below exhibit illustrates the rates effective 9/1/2018

**Medical Rates Effective 9/1/18**

<b>Active Medical w/HEP</b>		<b>Active Medical w/o HEP</b>	
Employee Only	\$846.63		\$946.63
Employee + 1	\$1,815.43		\$1,915.43
Employee + Family	\$2,219.11		\$2,319.11
<b>Pre-65 Medical w/HEP</b>		<b>Pre-65 Medical w/o HEP</b>	
Employee Only	\$1,082.75		\$1,182.75
Employee + 1	\$2,327.19		\$2,427.19
Employee + Family	\$2,845.71		\$2,945.71
<b>Post-65 (non Medicare) Medical w/HEP</b>		<b>Post-65 Medical w/o HEP</b>	
Employee Only	\$1,934.71		\$2,034.71
Employee + 1	\$4,202.55		\$4,302.55
Employee + Family	\$5,147.53		\$5,247.53

**The following language regarding dental benefits is deleted**

**Dental Rates Effective 9/1/18**

<b>Dental Plan Custom DPPO1-City and DPPO3-Non-Certified-BOE</b>	
Employee Only	\$36.99
Employee + 1	\$73.60
Employee + Family	\$93.92

<b>Dental Plan Custom DPPO2-Certified BOE and DPPO4-Certified-BOE</b>	
Employee Only	\$49.98
Employee + 1	\$99.44
Employee + Family	\$126.90

<b>Dental Plan Custom DHMO</b>	
Employee Only	\$32.97
Employee + 1	\$58.35
Employee + Family	\$99.05

Please contact Bernie Slowik at (860) 702-3539 should you have questions or require additional information.

Thank you,



Thomas Woodruff, Ph.D., Director  
Health Care Policy & Benefit Services Division

Cc: Terry DeMattie (Segal)

Signature: \_\_\_\_\_

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

Item # \*132-17 Consent Calendar  
Greater Bridgeport Regional Recycling Interlocal  
Agreement regarding the City's Renewal of Membership  
in the Multi-Town Group known as (SWEROC).



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: August 6, 2018

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: *[Signature]*  
Joseph P. Canim, Mayor

Date Signed: 8/11/18

RECEIVED  
CITY CLERKS OFFICE

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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*132-17 Consent Calendar**

**Resolution Authorizing the City of Bridgeport to enter into the  
"Greater Bridgeport Regional Recycling Interlocal Agreement"**

**WHEREAS**, the City of Bridgeport has been a member of the multi-town Southwest Connecticut Regional Recycling Operating Committee (SWEROC); and

**WHEREAS**, the City of Bridgeport continues to provide citywide recycling to its residents; and

**WHEREAS**, the City of Bridgeport has identified a regional approach to gaining a market for its recyclable commodities as most efficient.

**NOW THEREFORE BE IT RESOLVED** that the Mayor, or his designee, is hereby authorized and empowered to finalize and execute the "Greater Bridgeport Regional Recycling Interlocal Agreement" materially and in final form satisfactory to the Director of Public Facilities.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Ernest E. Newton II, D-135th, Co-Chair*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Michael A. DeFilippo, D-133rd*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*Amy Marie Vizzo-Papiccia, D-134th*

*City Council Date: August 6, 2018*



**GREATER BRIDGEPORT REGIONAL RECYCLING  
INTERLOCAL AGREEMENT**

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**Greater Bridgeport Regional Recycling  
Interlocal Agreement**

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THIS AGREEMENT, dated as of \_\_\_\_\_, 2017, is by and among the Municipalities signatory to this Agreement ("Municipalities").

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Recycling Interlocal Committee (the "Committee") as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal recyclables to one or more resources recovery facilities with which the Committee contracts (each, a "Facility").

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

[City of Bridgeport  
Town of East Haven  
Town of Easton  
Town of Fairfield  
City of Milford  
Town of Monroe  
Town of Orange  
Town of Stratford  
Town of Westport  
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal recyclables to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2036, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be \_\_\_\_\_, 2017.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL RECYCLING INTERLOCAL COMMITTEE. The "Greater Bridgeport Regional Recycling Interlocal Committee" is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2017. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal recyclables to a facility, each between the Committee on the one hand and the operator of the facility on the other hand (a "Disposal Agreement"), as it shall determine in its discretion to be

in the best interests of the Municipalities as a whole. Each Disposal Agreement shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal recyclables to a Facility pursuant to a Disposal Agreement, which obligation may be in the form of a commitment of a Municipality to deliver all municipal recyclables under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal recyclables without the consent of the Municipality. The Committee is authorized to determine, by resolution or in the Disposal Agreement, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal recyclables to the Facility, and shall be the authorized representative of each Municipality for purposes of any Disposal Agreement including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees (whether payable by a Municipality to the operator of the Facility or by the operator of the facility to the Municipality) directly between the operators of the Facility and a Municipality and the assignment to such Facility operator of the Committee's full rights to enforce a Municipality's obligations under this Agreement as though it were originally named as a party hereto in place of the Committee, naming the Facility operator as its attorney-in-fact to enforce such obligations, and arrangements for cooperating with the operator of a Facility in enforcing such obligations, including without limitation, participating in any action or claim as a necessary party; and/or

(ii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Committee.

(b) Each Municipality agrees to be bound by and obligated by the decisions and actions of the Committee made or taken pursuant to and within the powers and authority granted to it by this Agreement. Each Municipality agrees that its obligations under, and the Committee's

obligations on behalf of the Municipality under any Disposal Agreement shall be binding on each Municipality for the full term thereof. Pursuant to C.G.S. Section 22a-221(b), for the full term of any Disposal Agreement, each Municipality shall annually appropriate funds to pay its obligations hereunder and thereunder.

(c) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(d) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal recyclables at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the tonnage of municipal recyclables delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal recyclables delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (i) and (ii) by two.

(iv) The resulting number shall be rounded to the nearest whole number.

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any Disposal Agreement, the Committee shall also approve a method by which each Municipality shall bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal recyclables



delivered by or on behalf of such Municipality for the current or most recently completed fiscal year. If the Committee shall be required to be a necessary party to any action to enforce a Municipality's obligations under any Disposal Agreement, the Committee may assess against and collect from the Municipality against which such enforcement is sought the reasonable costs and expenses (including the reasonable fees and expenses of counsel) of its participation.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities, provided that this Agreement shall not be amended in any way which reduces or terminates the obligations of any Municipality or the Committee under any Disposal Agreement without the prior written consent of any counterparty to a Disposal Agreement.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of this Agreement, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, a member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities, which approval shall only be granted if it shall not be in breach of any Disposal Agreement then in effect. Subject to the terms of this Section 11, the approval of a request to withdraw shall not be unreasonably withheld, but such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any Disposal Agreement then in effect.

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the City of Bridgeport, Connecticut:

The City of Bridgeport  
City Hall  
Room 204  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Attention: Mayor

To the Town of East Haven, Connecticut:

The Town of East Haven  
250 Main Street  
East Haven, Connecticut 06512  
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton  
Town Hall  
225 Center Road  
Easton, Connecticut 06612  
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield  
Town Hall  
611 Old Post Road  
Fairfield, Connecticut 06430  
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford  
City Hall  
Milford, Connecticut 06460  
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe  
Town Hall  
7 Fan Hill Road  
Monroe, Connecticut 06468  
Attention: Town Manager/First Selectman

To the Town of Orange, Connecticut:

The Town of Orange  
Orange Town Hall  
617 Orange Center Road  
Orange, Connecticut 06477  
Attention: First Selectman

To the Town of Stratford, Connecticut:

The Town of Stratford

Stratford Town Hall  
2725 Main Street  
Stratford, Connecticut 06615  
Attention: Town Manager/First Selectman

To the Town of Westport, Connecticut:

The Town of Westport  
Town Hall  
110 Myrtle Avenue  
Westport, Connecticut 06880  
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge  
Town Hall  
11 Meetinghouse Lane  
Woodbridge, Connecticut 06525  
Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval  
By Legislative Body:

Town or City

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

CITY OF BRIDGEPORT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF EAST HAVEN

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF EASTON

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF FAIRFIELD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF MILFORD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF MONROE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF ORANGE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN OF STRATFORD

By: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF WESTPORT

By: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF WOODBRIDGE

By: \_\_\_\_\_

Its: \_\_\_\_\_

4846-4917-2796 v. 2

Item # \*135-17 Consent Calendar  
First Amendment to the Lease with Wonderland of Ice  
Associates, Inc. ("The Lease Parties").



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: August 6, 2018

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

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

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

RECEIVED  
CITY CLERK'S OFFICE

18 AUG 16 PM 1:53

ATTEST  
CITY CLERK \_\_\_\_\_

Clerk's Note:  
Report returned without signature from  
Mayor.



# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*135-17 Consent Calendar**

**RESOLVED**, That the attached First Amendment to the Lease Agreement between the Wonderland of Ice Associates, Inc. and the City of Bridgeport, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Ernest E. Newton II, D-139th Co-Chair*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Michael A. DeFilippo, D-133rd*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*Amy Marie Wizzo-Paniccia, D-134th*

*City Council Date: August 6, 2018*



**FIRST AMENDMENT TO LEASE BETWEEN THE CITY OF BRIDGEPORT  
AND WONDERLAND OF ICE ASSOCIATES, INC.**

WHEREAS on September 24, 2002, the City of Bridgeport as "Landlord" and Wonderland of Ice Associates, Inc. as "Tenant" entered into a fifteen-year Lease Agreement for the ice skating rink at 123 Glenwood Avenue in the City of Bridgeport, (hereinafter "Lease") more particularly described therein; and

WHEREAS, the Lease provided the Tenant with One (1) ten-year option to renew.

WHEREAS, during the term of the Lease, significant capital improvements were undertaken by Landlord and a second rink was added.

WHEREAS, the Lease "Premises" as therein defined is still in need of the completion of substantial capital improvements (see Schedule "A" attached hereto and made a part hereof) in order to remain a fully functional ice rink and to meet the increasing needs of the citizens of Bridgeport and the community at large.

WHEREAS, in consideration of the Tenant undertaking to complete the improvements which were to be made by Landlord, the parties seek to extend the term of the Lease and modify certain provisions of the Lease.

WHEREAS, the Lease currently has provisions for a minimum rent and a percentage rent based on gross receipts.

WHEREAS, due to the volatility in the marketplace and Tenant's undertaking to complete the capital improvements mentioned in Schedule :A: (hereafter referred to as "Tenant Improvements"), the parties have agreed to increase the minimum rent significantly and eliminate the percentage rent set forth in the Lease which will enable the parties to have a defined and certain rental payment stream in the future.

NOW THEREFORE, in consideration of the Tenant's advance commitment to perform the Tenant Improvements, the parties agree to amend the Lease as follows:

1. The Tenant agrees to make and pay for the following Tenant Improvements on or before June 1, 2025 on behalf of the Landlord, having a value in excess of \$500,00.00 as referenced on Schedule "A" attached. The Tenant Improvements shall become the property of the Landlord and shall remain with the Premises upon expiration or termination of the Lease.

2. Article III of the Lease shall be deleted in its entirety and the following substituted therefor:

3.1 Term of the Lease shall be for a period of twenty (20) years commencing March 1, 2018 and shall continue until February 28, 2038.

3.2 Extension Option: So long as the Tenant is not in default, and there is a party in possession of the Premises, Tenant shall have four (4), five (5) year options to extend the term of the Lease. Such Option Term shall be automatically exercised unless Tenant provides to Landlord a written notice by certified mail, return receipt requested not less than ninety (90) days prior to the expiration of the particular term that Tenant will NOT be extending the term.

3. Articles IV of the Lease shall be deleted in its entirety and the following substituted therefor:

4.1 Rent: (a) tenant covenants and agrees to pay Landlord at the above referenced address, or such other place as Landlord shall designate in writing, the following rent:

<u>Lease Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1 – 5	\$13,000.00	\$156,000.00
6 – 10	\$13,650.00	\$163,800.00
11 – 15	\$14,333.00	\$171,990.00
16 – 20	\$15,049.00	\$180,590.00
1 <sup>st</sup> Option Term	\$15,802.00	\$189,620.00
2 <sup>nd</sup> Option Term	\$16,592.00	\$199,101.00
3 <sup>rd</sup> Option Term	\$17,421.00	\$209,056.00
4 <sup>th</sup> Option Term	\$18,292.00	\$219,509.00

(b) Monthly Payments: Rent shall be paid to the Landlord in the monthly installments stated above on the first (1<sup>st</sup>) day of each and every month during the term hereof. Any monthly payment not received within fifteen (15) days of its due date shall incur a penalty equal to five (5%) percent of such delinquent payment.

4. Article XXI of the Lease shall be deleted in its entirety and the following substituted therefor:

22.1 Fees: All fees charged by Tenant to customers for ice skating rentals and use charges at the Premises shall be comparable to those fees charged by competing public and private rinks in the Southwestern Connecticut area.

5. Article XXVIII shall be modified as follows:

18.4 Section 18.4 shall be modified to eliminate the references to David L. Quatrella and require that a copy of any notices shall be delivered to Raymond Rizio, Russo & Rizio, LLC, One Post Road, Fairfield, Connecticut.

6. Articles XXVIII of the Lease shall be deleted in its entirety and the following substituted therefor:

28.1 Contingency for Commission Council Approval. This Amendment is expressly contingent upon the approval of the Bridgeport Common Counsel.

7. All other terms and conditions in the Lease are unchanged, the parties hereto ratifying and confirming the terms and conditions thereof.

IN WITNESS WHEREOF, on the \_\_\_\_ day of February, 2018, at Bridgeport, Connecticut, the parties hereto have caused this Lease Amendment, in to be signed, sealed and delivered by their duly authorized officers, the Landlord, acting herein by the Director of Parks and Recreation, and the Tenant acting herein by its President.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

WONDERLAND OF ICE ASSOCIATES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its  
Duly Authorized

\_\_\_\_\_

CITY OF BRIDGEPORT

\_\_\_\_\_

By: \_\_\_\_\_

Director of Parks and Recreation  
Duly Authorized

### Schedule A

- Construct ice melt pit with access to Stadium Rink, existing pit was filled in erroneously during construction
- Construct a Zamboni room with access to Stadium Rink
- New Rink ice melt pit drainage, which has never worked will be made operational
- Bring mezzanine static floor load up to occupancy code
- Landscaping upgrade
- Paint parking lot lines
- Parking lot resurfacing from construction damage
- Correct leaking gutters over front entrance canopy
- Replace main entrance door's panic bar hardware and upgrade all doors
- Complete painting throughout building
- Renovate (Stadium Rink) lobby
- Construct Manager's office
- Complete new skate rental room
- Renovate Pro Shop
- Install netting in Stadium Rink
- Install sound system in New Rink
- Complete installation of customer counter at front desk
- Install permanent railings along ramp between New and Stadium Rinks
- Upgrade rubber flooring in New Rink to bring up to construction specifications
- Construct party rooms
- Install electrical outlets in upper lobby and in main office space
- Correct installation of Stadium rink dasher boards
- Repair and/or remove exit doors in Stadium Rink, broken by contractor ( Cimco )
- Install screens to protect Infra-red ice Sensors
- Creation of locker room to replace one that was erroneously demolished during construction
- Upgrade bathrooms off Stadium Lobby (truck load of fixtures missing)
- Turn abandoned cinder block shell in Stadium Rink into usable space
- Install new bathroom toilet partitions
- Construct Unisex ADA compliant bathroom
- Complete construction of bathrooms in mezzanine
- Make elevator operational
- Install electrical outlets in mezzanine
- Install outdoor lighting in the back of building

- Install water drinking fountains in both rinks
- Replace door to Prep locker room broken during construction
- Upgrade toilets in New Rink locker Rooms
- Complete construction on fifth, dedicated locker room in New Rink
- Correct insufficient hot water for Zamboni fill and customer showers with tankless "on demand" system
- Complete insulation of New rink walls
- Tighten and / or shim players benches and penalty boxes in New Rink
- Install molding on rubber flooring
- Add cold water access in New Zamboni room for wash water fill
- Connect old Lobby to bank of locker rooms in New Rink
- Mezzanine windows brought to the size specified in construction drawings
- Correct desiccant ductwork to facilitate access to the evaporative condenser
- Upgrade phone line for Fire Alarm out dial
- Pave west end of building such that Zambonis can be moved between rinks
- Repair and reconfigure existing common locker rooms in Stadium Rink to include referee's changing room and figure skating locker room.
- Regrade pitch of shower floors in Red and Green locker rooms in New Rink
- Install covers on outlets and switches
- Replace cracked Zamboni saddle threshold in New Rink
- Stadium Rink compressor room demo and asbestos abatement to create a viable space usage TBD
- Correct piping to water heater in Zamboni and install tankless system
- New Rink Zamboni room sheetrock and paint, create secure storage area within Motor on New Rink Garage Door

## LEASE

THIS LEASE, made and entered into this 15 day of September, 2002, by and between **The City of Bridgeport**, a municipal corporation organized and existing under the laws of the State of Connecticut and The Department of Parks of the City of Bridgeport, a municipal agency existing under the laws of the State of Connecticut with an office located at City Hall, 45 Lyon Terrace, Bridgeport, Connecticut (hereinafter jointly referred to as "Landlord") and **WONDERLAND OF ICE ASSOCIATES, INC.**, a Connecticut corporation, with an office located at 51 Bartling Drive, Easton, Connecticut 06612 (hereinafter referred to as "Tenant").

### ARTICLE I DEMISE OF PREMISES

1.1 Premises. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the following terms and conditions, those certain premises (hereinafter referred to as the "Premises") delineated on the site plan (the "Site Plan") attached hereto as Exhibit "A" and by this reference made a part hereof and consisting of (i) the parcel of land, building and other improvements commonly known as the "Wonderland of Ice" located in Glenwood Park at the intersection of Glenwood Avenue and Chopsey Hill Road in the City of Bridgeport, County of Fairfield and State of Connecticut, which land, building and improvements are crosshatched in red on the Site Plan; and (ii) the fixtures, personal property, equipment, spare parts and other property and items presently located on the Premises (collectively referred to as the "Equipment") which are owned by Landlord, a complete list of which Equipment is set forth on Exhibit "B" annexed hereto. The Premises shall constitute all of the above.

### ARTICLE II CONDITION OF PREMISES

2.1 Acceptance of Premises. Except as otherwise provided for in this Lease, Tenant agrees to accept the Premises in an "as is" "where is" condition as of the Commencement Date hereof. Tenant has operated the ice skating rink at the Premises since approximately 1989 in addition to operating the rink during the capital improvements and the construction and completion of the second rink at the Premises. Provided such is, in fact, true as of the Commencement Date, Tenant and Landlord shall each acknowledge, in writing, that all systems, equipment, fixtures, plumbing, electrical, non-structural and structural elements of both ice skating rinks and buildings collectively referred to as the "Rinks") are in good working order and repair.

2.2 Refuse and Debris. Lessor shall remove from the Premises all construction debris refuse within ninety (90) days following the Commencement Date of

this Lease or as otherwise later agreed to by the parties to accommodate simultaneous construction and operation of the facility.

2.3 Signs. Tenant shall have the right to install any type of sign or signs at any location on the Premises, so long as the signs either conform to sign regulations and/or ordinances of the City of Bridgeport or variances of such regulations and/or ordinances have been granted by the appropriate municipal authorities and provided the consent of the Landlord is first obtained as to the installation of exterior signs, which consent shall not be unreasonably withheld, conditioned or delayed so long as such signs are in conformity with the surrounding park setting. Landlord shall cooperate with Tenant, as owner of the Premises, in Tenant's efforts to obtain approvals for signage.

### ARTICLE III LEASE TERM

3.1 Term. The term of this Lease shall be for a period of fifteen (15) years from the date (the "Commencement Date") which occurs on the first day of the first calendar month which immediately follows the month in which all of the following have occurred: (a) Landlord performs all of the improvements necessary to complete construction of two ice skating rinks at the Premises, including but not limited to the improvements set forth on Exhibit "C" annexed hereto and made a part hereof by reference (the "Rink Improvements"); (b) all requisite governmental permits, consents, certificates of occupancy and other governmental approvals necessary to operate the ice skating rink and other facilities at the Premises have been issued on an unconditional basis, and (c) the ice skating rinks are both fully constructed and/or fully renovated in accordance with the plans and specifications referenced in Exhibit "C" annexed hereto (the "Plans and Specifications"); and (d) the ice skating Rinks are both opened to the public. In no event shall the Commencement Date be later than September 21, 2007, unless the construction of the Rink Improvements has commenced on or before that date and construction is on-going as of September 21, 2007, in which event the Commencement Date shall be delayed until the first day of the first calendar month immediately following the date of completion of the Rink Improvements. The parties agree to act in good faith to effectuate the intent of this provision and to resolve any issues equitably. This Lease has been approved by resolution of the Common Council of the City of Bridgeport, said resolution being dated September 3, 2002.

3.2 Extension Option. So long as Tenant is not in default, and there is a party in possession of the Premises, Tenant shall have one (1) ten (10) year option to extend the term of this Lease (the "First Option Term"), exercisable by the delivery of written notice (certified mail, return receipt requested) to Landlord by Tenant not less than ninety (90) days prior to the expiration of the initial term of this Lease; provided, however, that, if Tenant shall fail to give any such notice within the aforesaid time limit, Tenant's right to exercise its option shall immediately terminate.

If the option is duly exercised, the term of this Lease shall be automatically extended for the aforesaid ten (10) year period, upon all of the same terms, conditions and covenants as set forth herein, without the requirement of any further instrument to evidence such extension. Upon termination of this Lease all future options shall lapse.

3.3 Landlord's Option to Extend Lease. The Landlord, acting through its Board of Parks and Recreation, shall have the right and option to extend and increase the number of years comprising the First Option Term of this Lease, if exercised by Tenant, from a ten (10) year term to a fifteen (15) year term, at its sole discretion, provided written notice of said election to extend the duration of the First Option Term is delivered by Landlord to Tenant not later than the last business day of the ninth (9<sup>th</sup>) lease year of the First Option Term of this Lease. In such event, the term of the First Option Term shall be extended to fifteen (15) years on the same terms and conditions, without the requirement of any further instrument to evidence such extension. Upon termination of the First Option Term, as may be extended by Landlord to fifteen (15) years, no further right or option to extend the term of this Lease shall exist, except as may be mutually agreed to by the parties in writing.

#### ARTICLE IV RENT

4.1 Minimum Rent. (a) First Term. Tenant covenants and agrees to pay Landlord at the above referenced address, or such other place as Landlord shall designate in writing, beginning on the Commencement Date, the following amount as Minimum Rent, subject to adjustment as hereinafter provided:

<u>Lease Year</u>	<u>Minimum Annual Rent</u>	<u>Minimum Monthly Rent</u>
1-10	\$72,000.00	\$6,000.00
1 <sup>st</sup> Option	\$72,000.00*	\$6,000.00*

\*plus increase in Consumer Price Index as per Exhibit "D" annexed hereto.

(c) Monthly Payments. Minimum Rent shall be payable in advance, in equal monthly installments, ("Minimum Monthly Rent") on the first day of each and every calendar month during the term hereof, and shall be proportionately reduced for any partial month during the term. The parties shall confirm the "Commencement Date" and the date of commencement of each Lease Year, in writing, on or before the "Commencement Date". All Minimum Rent shall abate for a period of ninety (90) days immediately following the date possession and occupancy of the Premises are delivered to Tenant.

4.2 In addition to the aforesaid minimum rent, Tenant shall also pay to Landlord, as additional rent, the debt service (principal and interest) due and owing by



Landlord towards the \$1,500,000.00 bonding which the Landlord has obtained from the City of Bridgeport for construction of the Rink Improvements (the "Bond Debt Service"). Tenant shall pay, at a minimum, \$10,850.98 per month or \$130,211.76 per annum towards said Bond Debt Service (based upon the \$1.5 million bond at six (6%) percent interest per annum). Provided that prepayment shall be permitted under the terms of the City's \$1.5 Million Bond, Tenant shall be allowed, at Tenant's sole discretion, to make additional, advance payments of principal towards the early repayment and retirement of said bond, in which event Tenant's obligation to make said payments of Bond Debt Service shall cease upon payment in full of said bond.

#### 4.3 Percentage Rent.

(a) Tenant shall pay as additional rent to Landlord in addition to Minimum Rent a sum equal to the following percentage without limitation, offset or deduction (hereinafter referred to as "Percentage Rent"):

(i) Three (3%) percent of Tenant's gross receipts between One (\$1.00) Dollar and Six Hundred Thousand (\$600,000.00) Dollars; plus

(ii) Six (6%) percent of Tenant's gross receipts between \$600,000.01 and \$800,000.00; plus

(iii) Nine (9%) percent of Tenant's gross receipts between \$800,000.01 and \$1,000,000.00; plus

(iv) Twelve (12%) percent of Tenant's gross receipts between \$1,000,000.01 and \$1,500,000.00; plus

(v) Fifteen (15%) percent of Tenant's gross receipts of \$1,500,000.01.

Such Percentage Rent shall be payable for any whole or partial Lease Year commencing with the Commencement Date of this Lease and shall remain and continue on the same basis, and at the same rates, during the option terms granted hereunder. The Percentage Rent shall be paid quarterly on or before the twentieth (20<sup>th</sup>) day following the end of each full quarter of each Lease Year during the term hereof, and on the twentieth (20<sup>th</sup>) day of the quarter following the termination hereof. Tenant shall furnish Landlord with a written statement certified to be correct by Tenant's Treasurer showing the amount of gross receipts from sales in the Premises within twenty (20) days following the close of each calendar quarter.

Notwithstanding anything to the contrary contained herein, sales from food concessions shall be subject to a maximum percentage rental of six (6%) percent.

(b) The term "gross receipts" as used herein shall mean the actual combined monies collected by Tenant, its licensees, concessionaires, sublessees, subcontractors

and assigns, without limitation, from the sales or income generated from use, rental or leasing of ice time or space, the Rink, or merchandise and services sold, rented or leased in, on or from the Premises by Tenant, including but not limited to of all rental, concession, lessons, sales, fees, commissions and services, merchandise or services, whether for cash or on credit, even though such sales or services may be ordered by telephone, mail, telegraph or otherwise. Payment on installments or credit sales, renting or leasing shall be included in gross receipts from sales in the calendar quarter when collected. Gross receipts from sales shall not include: (i) sums collected and paid out for any sales, renting, or leasing or retail excise tax imposed by any duly constituted governmental authority; (ii) the value of exchanged or returned merchandise; (iii) sales, exchange, or replacements of trade fixtures or store equipment after use on the Premises; (iv) transfers of merchandise between businesses of Tenant, provided no such transfer is made to avoid liability for Percentage Rent; (v) finance, interest, service or carrying charges on credit sales, rentals or leases; (vi) charges for services provided for the convenience of customers at no profit to Tenant; (vii) interest income earned by Tenant on retained or invested income from the Premises; and (viii) sales, renting or leasing for which monies are not received or collected by Tenant.

(c) Tenant shall maintain at Tenant's office at the Premises Tenant's usual and customary books and records which shall disclose all information reasonably required to determine gross sales of Tenant. Such books and records shall be open to inspection and audit at Tenant's office by Landlord or its duly authorized agents twice each year upon twenty one (21) calendar days prior written notice to Tenant. If such audit shall disclose a deficiency in rent, Tenant shall promptly pay such deficiency and if such audit shows gross receipts from sales to be understated by three (3%) percent or more, Tenant shall pay the cost of such audit. Tenant shall keep and preserve said records for not less than four (4) years after the close of each Lease Year. Tenant shall keep and preserve said records for not less than five years after the close of each Lease Year.

(d) Tenant shall submit to Landlord on or before the sixtieth (60<sup>th</sup>) day following the end of each Lease Year a complete statement prepared by Tenant's Certified Public Accounting firm, and signed by Tenant and certified under oath by a duly authorized officer of Tenant, showing accurately and in reasonable detail the amount of gross receipts from sales made by Tenant upon and within the Premises during the preceding Lease Year, accompanied by any Percentage Rent due hereunder.

(e) Landlord agrees that it shall not disclose the contents of any of Tenant's gross receipts from sales reports or any information obtained pursuant to an audit of Tenant's books and records to any party except as required under the provisions of the Freedom of information Act, as amended, and adopted in Connecticut, or to the extent required by any other local, state or federal law, or to the extent required in any legal action instituted by Landlord for an accounting on gross sales of Tenant from the Premises.

## ARTICLE V TAXES

5.1 Real Estate Taxes. Landlord represents that the Premises is located in the Residence-A Zone within the City of Bridgeport and, being owned by the City of Bridgeport, is not subject to real estate taxes or general or special assessments for betterments and improvements. Landlord agrees that the Premises shall, during the term of this Lease and any extension or renewal hereof, maintain this tax exempt status for the Premises.

5.2 Personal Property Taxes. Tenant shall pay all taxes assessed on Tenant's personal property on the Premises, if any. Tenant shall not, however, be required to pay any taxes which may be assessed on Landlord's personal property presently or hereinafter located on the Premises, which property shall be exempt from such tax assessment.

## ARTICLE VI COMMON AREAS

6.1 Definition. "Common Areas" shall mean all areas, space, installations and equipment provided from time to time by Landlord on and about Glenwood Park for the use and benefit of Tenant, its employees, agents, licensees, customers and other invitees, excepting the Rink and any additions thereto which Tenant may construct, and excepting further any other building or buildings which Tenant may construct with Landlord's consent as provided for herein. "Common Area" shall include, without limitation, parking areas, exits, entrances, access roads, driveways, sidewalks, fences, retaining walls, loading platforms and ramps and landscaped areas (which landscaped areas are hereinafter referred to as the "Turf Areas"). Common Areas constitute and are a part of the Premises.

6.2 Use of Common Areas. Landlord hereby grants to Tenant, its licensees, sublessees, concessionaires, successors and assigns, and its and their employees, agents, licensees, customers, and invitees the exclusive right to use the Common Areas during the term hereof and any extensions of same, continuously and without interruption.

6.3 Maintenance. Tenant shall maintain the Common Areas in clean condition and repair in a professional manner and in accordance with first rate commercial skating rink area standards, including but not limited to: (i) maintaining signage and patching parking areas and access roads and generally keeping such in good condition and repair; (ii) adequately illuminating the parking areas and other Common Areas while Tenant remains open for business and for one (1) hour thereafter; (iii) provide adequate security lighting and fire protection for the Common Areas as required by applicable code or ordinance and (iv) perform such other maintenance as Landlord may reasonably require. Tenant shall be obligated to make repairs but not replacements to

the Common Areas in all instances, whether the cause is insured against, insurable or not. Landlord shall be obligated for such Common Area repairs only if the loss is a result of an act of Landlord, its agents, employees, contractors, or assignees and is not covered by Tenant's insurance.

Except as otherwise provided for, in this Lease, all Common Area Costs shall be the sole responsibility of Tenant. As used herein, "Common Area Costs" shall mean all of the costs and expenses incurred by Tenant in the operation and maintenance of the Common Areas, and shall include, without limiting the generality of the foregoing repairs (but not replacements) to the parking areas or other Common Areas, lighting, removal of snow and ice, trash, rubbish and other refuse from the Common Areas, and of policing and securing same, as well as all other matters related to the Common Areas that are the responsibility of Tenant hereunder as well as the cost of leasing or the depreciation on any equipment used to implement the same.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall maintain, but Landlord shall be responsible to repair and replace, as necessary, the road and parking areas. Landlord represents that a new parking lot is included amongst the rink improvements (the "Rink Improvements") performed by Landlord prior to the Commencement Date of this Lease. After the initial repairs, renovations, and construction of all the Rink Improvements (including but not limited to restoration of the Turf Area and Common Areas of the Premises, and re-building/resurfacing of all parking areas and driveways and road servicing the Premises and as shown and specified in the Plans and Specifications, the Tenant shall thereafter maintain and repair, as necessary, the Turf Area and Common Areas of the Premises. Landlord shall be responsible for maintenance, repair and replacement of landscaped areas located off the Premises which are a part of Glenwood Park.

#### ARTICLE VII UTILITIES

7.1 Tenant shall pay the applicable utility companies or governmental agencies for all such utilities consumed on the Premises. All utilities shall stand in the name of Tenant and shall be paid by Tenant directly to the utility companies. Electricity for lighting the tennis courts located off the Premises in Glenwood Park shall be separately metered by Landlord, and shall be paid for by Landlord, all at Landlord's cost and expense.

#### ARTICLE VIII USE AND ASSIGNMENT

8.1 Use. Subject to the provisions of Section 8.3 hereof, Tenant shall initially open for business in the Premises as a public skating rink, and for other activities customarily associated with the operation and management of a skating rink, including without limitation, the sale or rental or leasing of ice time and skating rink related

merchandise, operation of a skating professional's shop, providing skating lessons, sales of food and beverages (including but not limited to operation of a restaurant with a restaurant liquor permit and/or beer and wine permit), related office uses, and for any other lawful purposes permitted by local, state and federal law, provided such other use as Tenant may intend shall first be approved by the Landlord which approval Landlord shall not unreasonably withhold, delay or condition. Tenant shall be responsible to obtain all necessary governmental approvals, waivers, variances, and other permits which may be required under law to allow any or all of the foregoing uses, with the exception of any demolition and/or building permits and certificates of occupancy during the construction project which shall be the responsibility of Landlord to obtain, including maintaining maximum Dram insurance naming Landlord as additional insured. Landlord consents to use of a portion of the Premises for curling, which, if applicable, shall be the subject of an amendment and/or addendum to this Lease, to be signed by all parties hereto. For the purposes of this Lease, Landlord and Tenant acknowledge and agree that the zone status of the Premises is and shall remain at all times during the term of this Lease and any extension or renewal hereof within the Residence-A Zone or other zoning district which permits use of the Premises for its present and intended purposes. The parties hereto agree that the uses permitted under this Lease are considered to be for "Parks" purposes as that term is used and defined under Table 10-6 of the Zoning Regulations of the City of Bridgeport presently in effect, and as such may be amended, supplemented or appended. Landlord agrees to cooperate fully in assisting, supporting and endorsing any and all applications for governmental permits and approvals which Tenant may be required to obtain from any governmental agency having jurisdiction thereof necessary to allow any of the aforesaid uses.

8.2 Assignment and Subletting. Tenant may not assign or sublet this Lease without the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed by Landlord. Any unauthorized assignment or subletting shall be void and this Lease shall immediately terminate. A transfer, issue or redemption of stock in Tenant which results in a five (5%) percent or greater change of ownership of Tenant (whether single or a sum total of prior changes) shall be deemed an assignment of this Lease which shall require the prior approval of Landlord which approval shall not be unreasonably withheld, conditioned, or delayed by Landlord. Notwithstanding the foregoing, the shareholders of Tenant are permitted to transfer and/or convey ownership of their shares of stock in Tenant to and amongst each other and to and amongst the members of their immediate family, by inter vivos and/or testamentary transfer, and to and from family trusts for estate planning and other purposes, without Landlord's consent, but upon prior written notice to Landlord of Tenant's shareholders' intention to so transfer and convey said shares of stock in Tenant.

8.3 Continuing Liability of Tenant. Regardless of Landlord's consent, no subletting or assignment shall release Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be

deemed to be a waiver of the requirement of obtaining Landlord's consent to an assignment or subletting hereunder, and shall not be deemed consent to a subsequent assignment or subletting. If any assignee of Tenant or any successor of Tenant defaults in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or the consent thereto, and such action shall not relieve Tenant of its liability under this Lease. If Tenant assigns this Lease, or sublets the Premises, or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection therewith.

8.4 Bankruptcy. If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Tenant (including for purposes of this Section Tenant's successor in bankruptcy, whether as trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease, Tenant shall give notice of the proposed assignment to Landlord setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance of future performance of the Lease to be furnished by the proposed assignee, no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to effect the proposed assignment. The description of the adequate assurance of the proposed assignee's future performance in such notice shall include such financial and other information as is necessary to demonstrate that the financial condition and operating performance of the proposed assignee and its guarantors, if any, is similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the time Tenant became the tenant under the Lease. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable, to receive an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of the Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Landlord, may, in addition to its right to adequate assurance of future performance, require from the assignee a deposit or other security for the performance of its obligations under the Lease in an amount substantially the same as would have been required by Landlord upon the initial leasing to a tenant similar to the assignee. Any person or entity to whom this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or documentation to have assumed all of the Tenant's obligations arising under this Lease

on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require timely performance of Tenant's obligations under this Lease, or to regain possession of the Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of entry of the bankruptcy court's order for relief or within such additional time as a court of competent jurisdiction may have fixed. Further, no provision in this Section 8.4 shall be binding on Landlord or construed as agreement by Landlord to any assignment, if, at the time Tenant notifies Landlord of proposed assignment, Tenant is in default (other than default arising from Tenant filing for relief under Chapter 11) of any of its obligations under this Lease. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of landlord under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code.

## ARTICLE IX MAINTENANCE AND REPAIRS

9.1 Landlord's Repairs. Landlord shall not be responsible for any maintenance or repairs to the premises except for structural repairs and replacements and those structural and non-structural repairs or replacements attributable to the negligence or willful misconduct of Landlord, its agents, employees or contractors and which are not insurable, insured or required to be insured for hereunder or as may be otherwise set forth herein. In making any repairs hereunder, landlord shall not unreasonably interfere with Tenant's normal operations in the Premises but nothing herein shall require such repairs to be made on an overtime or premium pay basis. See provisions for Landlord's access to Premises in Section 26.3.

9.2 Tenant Repairs. Tenant shall be responsible for all non-structural repairs and all maintenance to the Premises, without limitation in order to maintain the Premises in as good as condition as at Lease Commencement, wear and tear not excepting.

9.3 Alterations. Tenant shall have the right to make from time to time, at its expense, alterations to the Premises provided Tenant first obtains Landlord's consent and provided further that Tenant complies with all requirements of law; and provided further that such alterations shall not diminish the structural integrity of the building in which the ice skating rink is located. Upon completion of any such alteration Tenant shall deliver plans and specifications for such alteration to Landlord.

Prior to making any structural alterations to the building, Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and landlord shall execute all instruments necessary to obtain licenses and permits to make such alterations from the applicable governmental authorities. All

alterations, additions and improvements made by Tenant to the premises ("betterments and improvements") shall be performed in a good and workmanlike manner using first quality materials and in compliance with all governmental rules, regulations and requirements and shall become the property of Landlord upon the termination of this Lease without any compensation to Tenant and shall be surrendered at such time as a part of the Premises. Tenant shall not injure, deface, mar, overload or commit waste on or in any building, fixture, utilities or appurtenances at or in the Premises nor permit such to be done by its servants, employees or agents.

9.4 Fixtures. Any business trade fixtures, furniture and equipment that Tenant installs in the Premises at its expense prior to or during the term hereof shall remain Tenant's property and may be removed by Tenant provided that Tenant repairs any damage to the Premises which is not immaterial caused by such removal at its sole cost and expense. Upon termination of this Lease, Tenant shall remove the foregoing, any fixtures, furniture and equipment from the Premises. Notwithstanding the foregoing, any tenant improvements constructed by Tenant, as opposed to business trade fixtures, shall remain the property of landlord upon the expiration of this Lease.

9.5 Liens. Each party hereto shall promptly pay when due the entire cost of all work done by it to the Premises and shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other liens be filed against the Premises by reason of the acts of either party hereto, such party shall cause the lien to be cancelled and discharged of record by bond or otherwise within ninety (90) days of receiving actual notice of such lien. Tenant shall not permit any equipment, accessories or furnishings to be used as collateral for any loan, and the Tenant will not permit any mechanics or other liens to be filed against the rink's equipment. In the event that such lien is filed, the Tenant shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice by the Landlord. Failure to promptly pay such bills or cause such liens to be cancelled or discharged shall be a material breach of this Lease.

## ARTICLE X INSURANCE

10.1 Landlord's Insurance. Throughout the term of this Lease and any extension or renewal hereof, landlord shall maintain at its expense in Landlord's name in amounts reasonably acceptable to Tenant, but not in excess of full "replacement cost" of the Rink, fire and extended coverage hazard insurance insuring against loss arising out of named perils to real and personal property including improvements and betterments becoming part of the permanent Premises. Coverage shall be written to provide for:

- Full insurable value (100% - coinsurance)
- Repair and replacement
- Agreed amount clause



- Tenant named as loss payee, as its interest appears
- Waiver of subrogation to Tenant
- Tenant named as an insured as their intent may appear

Such insurance shall name Tenant and Tenant's lender or mortgagee, if any, as additional insureds as their interests may appear and containing a waiver of the insurer's rights of subrogation with respect to Tenant. The said policy or policies shall provide that if Tenant has other valid and collectible insurance against any loss covered by the policy or policies, the insurance extended by the landlord's policy or policies shall be excess only and not primary or contributory. Landlord shall have the right to purchase the policy or policies from any company authorized to conduct business in Connecticut and in absence of Landlord purchasing such policy, Tenant may purchase said policy and charge Landlord, through an offset of rent, for the cost thereof throughout the term of this Lease and any renewal or extension hereof.

10.2 Tenant's Insurance. Tenant agrees to procure and maintain in effect for the duration of this Lease the following insurance coverage with insurers licensed or approved to conduct business in the State of Connecticut and holding a current financial rating in A.M. Best & Co. satisfactory to the City:

a. Commercial General Liability - Insurance against claims brought by members of the public alleging bodily injury, personal injury or damages of property and claimed to have arisen out of operations conducted under this Lease. Coverage shall be broad enough to include:

- Premises and Operation
- Contingent Liability
- Contractual Liability
- Products/completed Operations

Limits of Liability - Shall not be less than \$5,000,000.00 for each occurrence/aggregate, bodily or personal injury and property damage.

b. Business Automobile - In the event that Tenant owns or operates motor vehicles (other than the Zamboni), Tenant shall maintain insurance insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or damage of property and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with this Lease. Coverage shall be broad enough to include:

- Contractual Liability

Limits of Liability - Shall not be less than \$1,000,000.00 for each occurrence/aggregate, bodily or personal injury and property damage.

c. Dram Coverage - In the event that Tenant owns or operates a restaurant serving alcoholic beverages with the Premises, Tenant agrees to maintain "Dram" coverage providing for the maximum available coverage and limits of liability, at regularly scheduled and filed rates, under Connecticut Law.

Policies under (a), (b) and (c) shall be endorsed to include the following:

- Additional Named Insured - Naming the Landlord and any other department or agency of Landlord, or any other governmental agency which may have an insurable interest (such as DECD) as an additional insured, as their interest may appear.

- Knowledge of Occurrence - Standard Wording, substantially in the following form:

"KNOWLEDGE OF OCCURRENCE/ACCIDENT Knowledge of an occurrence by the agents, servants or employees of the insured shall not itself constitute knowledge by the insured unless an executive officer or such other responsible person or the insured shall be received such notice from its agent, servant or employee."

- Notice of Occurrence - Standard Wording, substantially in the following form:

"NOTICE OF OCCURRENCE/ACCIDENT Where the insured reports an occurrence to the compensation carrier insuring their worker's compensation insurance, which later develops into a liability claim, coverage for which is provided by the policy to which this is provided by the policy to which this endorsement is attached, failure to report such an occurrence at the time of occurrence shall not be deemed to be in violation of conditions "Notice to the Company" upon the distinct understanding and agreement, however, that the insured just as soon as it is made aware of the fact that the particulars is a liability case, rather than a compensation case, shall give notification of the aforesaid occurrence to this company."

(c) Workers' Compensation and Employers Liability - Insuring in accordance with statutory requirements in order to meet obligation towards employees in the event of injury or death sustained in the course of employment. Employees Liability Coverage B) shall not be less than \$100,000 each claim.

(d) Business Interruptions - In the event that Tenant elects to obtain business interruption insurance, such insurance policy shall contain a provision whereby the insurer waives its rights of subrogation as against Landlord.

10.3 Evidence of Insurance. All of the foregoing insurance policies required pursuant to Sections 10.1 and 10.2 above shall be written with companies licensed to

do business in the state in which the Premises are located and shall provide that the other party hereto shall be given a minimum of ten (10) days' written notice by any such insurance company prior to the cancellation, termination or alteration of the terms or limits of such coverage and with elimination of the verbiage "will endeavor." Each party shall deliver to the other party hereto the foregoing insurance policies or certified copies thereof prior to the tender of possession of the Premises to Tenant (or at such earlier time as reasonably requested by the other) and evidence of all renewals or replacements of same not less than ten (10) days prior to the expiration date of such policies. Excepting the policy referred to in Section 10.1 hereof, all insurance obligations under this Lease may be satisfied by umbrella or blanket insurance policies or as otherwise approved by the other party, which approval shall not be unreasonably withheld, delayed or conditioned. Any blanket insurance policy shall contain a priority claim endorsement whereby loss with respect to the Premises shall be adjusted and paid before loss to any other property covered under the blanket policy.

10.4 Indemnity. Tenant shall hold Landlord harmless and defend Landlord from and against any and all losses, damages, claims, or liability for any damage to any property or injury, illness or death of any person, and from any and all claims, liabilities and obligations and causes of action of whatsoever kind and nature, other than for losses, damages, claims, or liability which may be covered by Landlord's insurances required hereunder, occurring in, on, or about the Premises, or any part thereof, arising at any time and from any cause whatsoever other than by reason of the negligence or willful misconduct of Landlord, its employees or agents. The provisions of this Section shall survive the termination of this Lease with respect to any damage, injury, illness or death occurring prior to such termination.

10.5 Compliance with Laws. Tenant, at its sole expense shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities, and with any directive of any public officer or officers, pursuant to law which shall impose any violation order or duty upon landlord or Tenant with respect to Tenant's use or occupation of the Premises. Tenant shall not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with fire insurance policies covering the Premises. Notwithstanding the foregoing, Tenant shall not be required to comply with any Compliance Orders, rules or directives of any local, state or federal environmental agency requiring the removal of hazardous or toxic wastes or materials which existed prior to the Commencement Date of this Lease, or which were not generated or caused to be located on the Premises as a direct result of Tenant's act or omission.

10.6 Self-Insurance. Notwithstanding anything to the contrary contained in this Article X, Landlord may self insure with respect to any insurance required of Landlord hereunder.

## ARTICLE XI DAMAGE OR DESTRUCTION

11.1 Damage and Destruction. If the Premises are partially damaged or destroyed during the term or any extensions thereof by a casualty loss, Landlord shall rebuild and restore the Premises with reasonable diligence, at its expense, as close as practicable to at least their condition prior to such destruction provided that such damage or destruction results from events which would have been covered by insurance which Landlord is obligated to carry pursuant to Section 10.1 hereof and providing that Tenant has not caused or permitted said damage or destruction to occur in a fashion that negates coverage by insurance. After such destruction, Tenant's rent and all other charges hereunder shall abate in proportion to the portion of the Premises that is unusable in the operation of Tenant's business, either directly or indirectly as a result of such destruction, from the date of destruction to the date of completion of such rebuilding if Tenant does not cease all operations in the Premises, where there has been a partial destruction of the Premises, within one hundred twenty (120) days of such occurrence of damage, Tenant shall have the option to terminate the Lease upon written notice to Landlord. In the event the parties cannot mutually agree as to whether there has been a total or partial destruction of the Premises, such determination shall be made by three (3) insurance adjusters each having a minimum of ten (10) years experience in the evaluation of commercial casualty losses in the Fairfield County, Connecticut area. One such adjuster shall be selected by Landlord; one shall be selected by Tenant; and the third shall be selected by the first two adjusters. A majority decision of the three shall control.

11.2 Damage During Last Two Years. Notwithstanding the provisions of Section 11.1 hereof, if during the last two (2) years of the term or any renewal thereof the Premises or the Common Areas are damaged to the extent of thirty-five (35%) percent or more of the replacement cost (exclusive of the land and foundations), then this Lease may be terminated at the election of Tenant, provided that notice of such election shall be delivered to Landlord within thirty (30) days after the occurrence of such damage or destruction. Upon the exercise of such option to terminate, this Lease shall be deemed null and void, the parties shall be released from all further liabilities thereafter arising under this Lease, and all rent or other charges paid by Tenant for periods after the date of destruction shall be promptly refunded. In such event all fire and casualty insurance proceeds pertaining to the buildings, improvements and Equipment located on the Premises shall be assigned to Landlord. Notwithstanding the foregoing, Tenant shall not exercise such right to terminate the Lease during said two (2) year period provided Landlord and Tenant are able to mutually agree to a renewal and extension of the term of the Lease upon terms and conditions mutually satisfactory to the parties.

11.3 Termination. In the event of any termination of this Lease as the result of the provisions of this Article XI, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease, excepting liability and/or obligations that arose prior to such termination, which shall survive termination of this Lease.

## ARTICLE XII EMINENT DOMAIN

12.1 Condemnation. If after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date of such taking, subject, however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

12.2 Termination Right. If, after the execution of this Lease and prior to the expiration of the term hereof, any taking under the power of eminent domain by a public or private authority or any conveyance by landlord in lieu thereof, shall result in:

- (a) A reduction of ten (10%) percent or more of the gross leaseable area of the building;
- (b) The reduction of the parking area for the Premises by twenty-five (25%) percent of the present number of spaces;
- (c) A taking that results in the closing of any entrances or exits to the Premises;
- (d) A taking of either a material portion of the Common Area (as herein defined) or the access roads to the Premises which taking materially impedes or materially interferes with access to the Premises; or
- (e) Any taking which results in the permanent inability of Tenant to operate the ice skating rink.

Then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive actual notice of such taking. In the event of termination by Tenant under the provisions of this Section, this Lease and the term hereof shall cease and terminate as of the date of such taking, subject to the right of Tenant, at its election, to continue to occupy the Premises,

subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the appropriating authority, and any unearned rent or other charges, if any, paid in advance by Tenant for any period after Tenant lawfully vacates the Premises shall be refunded to Tenant.

12.3 Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and to the extent of the condemnation proceeds Landlord shall forthwith restore the remaining portions of the Premises, including any and all improvements made theretofor, together with the remaining portions of the parking areas, to an architectural whole in substantially the same condition that the same were in prior to such taking provided that Landlord shall not be obligated to expend any sums in excess of the amounts received for such award. A just proportion of the Minimum Rent reserved hereunder and any other charges payable by Tenant hereunder and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced pro-rata based upon the percentage of the Premises taken.

12.4 Award. All compensation awarded for any taking, whether for the whole or a portion of the Premises, shall belong to landlord. However, Tenant shall have the right to make claim for reasonable moving expenses as provided by Connecticut General Statutes and Tenant shall be entitled to receive a dollar amount equal to the then unamortized portion of Tenant's costs for improving the Premises provided such claim shall not result in a diminution of the award to Landlord. In no event shall Tenant have a right to make claim for the value of the unexpired portion of the term of this Lease, the same belonging solely to Landlord.

12.5 Termination. In the event of any termination of this Lease as the result of the provisions of this Article XII, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease, excepting liability and/or obligations that arose prior to such termination, which shall survive termination of this Lease.

### ARTICLE XIII SELF HELP

13.1 Self Help. If either party defaults in the performance of any obligation imposed on it by this Lease and does not cure such default within thirty (30) days after written notice from the other party specifying the default (or does not within said period commence and diligently proceed to cure such default), the other party, without waiver of or prejudice to any other right or remedy it may have, shall have the right at any time thereafter to cure such default for the account of the defaulting party, and the defaulting party shall reimburse the other party for any amount paid and any expense or

contractual liability so incurred upon invoice. In the event Landlord is not reimbursed for its expenses in performing Tenant's obligations upon invoice, the amount of such invoice shall be added to the next due monthly Minimum Rent payment and shall be considered as additional rent due from Tenant to Landlord. Tenant shall have the option, at its sole discretion, of offsetting any payment(s) next due to Landlord, until which time Tenant has been completely reimbursed for its expenses. The foregoing to the contrary notwithstanding, Tenant shall have no right to cure any default hereunder unless and until Tenant has given not less than thirty (30) days prior written notice of such default to the holder of any mortgage or deed of trust on the Premises of which Tenant has received notice from Landlord and such holder fails to cure or causes Landlord to cure said default.

#### ARTICLE XIV DEFAULT

14.1 Events of Default. This Lease and the term and estate hereby granted are subject to the limitation that:

(a) Whenever Tenant shall default in the payment of any monetary obligation on any day upon which the same was due and payable, and if such default shall continue for ten (10) days after Landlord shall have given the Tenant written notice specifying such default, or

(b) Whenever Tenant shall do, or permit anything to be done contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenant, agreements, terms and provisions contained on this Lease which on the part or behalf of Tenant are to be kept or performed other than those referred to in subsection (a) above, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given Tenant written notice specifying the same, or if any such complained of condition is not curable within such period, Tenant shall fail to commence to take steps to remedy the same within such period or having so commenced shall thereafter fail to proceed diligently to remedy the same and landlord cannot, or does not wish to, cure or remedy the same under the Self Help provisions of Article XIII of this Lease, then regardless of and notwithstanding the fact that Landlord has or may have some other remedy under this Lease or by virtue thereof, or in law or in equity, Landlord may give to Tenant a notice (hereinafter called the "second notice") of intention to end the term of this Lease specifying a date not less than fifteen (15) days thereafter, and upon the giving of the second notice, this Lease and the term and estate hereby granted shall expire and terminate upon the date so specified in the second notice, as fully and completely and with the same force and effect as if the day so specified were the date hereinbefore fixed for the expiration of the term of this Lease and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable for damages as provided in Article XIX hereof.

Failure of Tenant to remedy a complained of condition as provided in Section 14.1(b) above shall not constitute a default under this Lease providing that Landlord elects to cure the condition under the Self Help provisions of this Lease and reduce the condition to a fixed monetary sum due and owing from Tenant to landlord as additional rent.

14.2 Remedies Upon Landlord's Default. In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days then if Landlord has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecutes the same to completion) and Landlord shall not thereafter cure such default, Tenant shall be entitled at its election, to exercise concurrently or successively, any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available in law or equity under the laws of the United States or the State in which the Premises is located:

(a) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving upon Landlord, without terminating this Lease; and/or

(b) terminate this Lease upon thirty (30) days' written notice to Landlord without waiving Tenant's rights to damages for Landlord's failure to perform its obligations hereunder. In the event Tenant shall elect to terminate this Lease, as aforesaid, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Tenant shall have and retain full right to sue for and collect all amounts for the payment of which Landlord shall then be in default and all damages to Tenant by reason of any such breach, and limited to the then present term of the Lease.

In the event that either Landlord or Tenant commences any suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the Landlord or Tenant shall pay all reasonable attorneys' fees and other expenses incurred by the prevailing party enforcing such obligations and/or collecting such amounts, plus interest thereon at the highest legal rate not to exceed twelve (12%) percent per annum. All remedies of Landlord and Tenant herein created or remedies otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord or Tenant shall deem necessary.



## ARTICLE XV QUIET ENJOYMENT

15.1 Covenants and Warranties. Landlord covenants and warrants that Landlord is the true and lawful owner of the Premises subject only to those matters set forth in Exhibit "E" attached hereto and by this reference made a part hereof (the "Permitted Exceptions") and has good right and full power to let and lease the same. Landlord further warrants to the best of its knowledge that the real estate which constitutes a part of the premises does not now contain any asbestos (other than asbestos, if any, in the buildings to be demolished and removal thereof is Landlord's responsibility), hazardous, toxic materials, fuel storage tanks or polychlorinated biphenyls or any other substances defined by the appropriate governmental authority as a hazardous waste. Landlord shall not cause or permit such substances to be released, discharged or deposited onto or within the bounds of the Premises. Tenant similarly covenants to Landlord that it shall not cause or permit any of the foregoing or any other hazardous substances to be released, discharged or deposited onto or within the bounds of the Premises. Landlord agrees that, contingent upon Tenant's compliance with the terms of this Lease, Tenant shall quietly and peaceably hold, possess and enjoy the Premises and the exclusive use of the Common Areas for the full term of this Lease without any hindrance or molestation by the agents or employees of Landlord, and Landlord will defend the title to the Premises and the use and occupancy of the same and the Common Areas by Tenant against the lawful claims of all persons whomsoever, except those claiming by to the extent necessary to assure Tenant's use and occupancy or through the Tenant and will indemnify and hold Tenant harmless from any and all losses, costs, expenses or liabilities due or attributable to a breach by Landlord of the warranties set forth in this Section 15.1.

## ARTICLE XVI SUBORDINATION

16.1 Subordination of this Lease. This Lease shall be subject and subordinated at all times to: (a) all ground or underlying leases now affecting or which may hereafter be affecting the Premises and (b) the lien of all mortgages in any amount or amounts whatsoever now or hereafter placed on or against the Premises, on or against Landlord's interest or estate therein, on or against all such ground or underlying leases, all without the necessity of having further instruments executed on the part of Tenant to effectuate such subordination. Notwithstanding the foregoing: (i) in the event of termination for any reason whatsoever of any such ground or underlying lease, and if such ground or underlying lease so provides, then this Lease shall not be barred, terminated, cut off or foreclosed, nor shall the rights and possession of Tenant hereunder be disturbed if Tenant shall not then be in default in the payment of rental or other sums or be otherwise in default under the terms of this Lease beyond any applicable grace period, and Tenant shall attorn to the landlord of any such ground or underlying lease, or, if requested, enter into a new lease for the balance of the original or extended Term then remaining, upon the same terms and provisions as are

contained in this Lease; (ii) in the event of a foreclosure of any such mortgage or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, and if any such mortgage so provides, this Lease will not be barred, terminated, cut off or foreclosed, nor will the rights and possession of Tenant thereunder be disturbed if Tenant shall not then be in default in the payment of rental or other sums or be otherwise in default under the terms of this Lease beyond any applicable grace period, and Tenant shall attorn to the purchaser at such foreclosure sale or other action or proceeding, or, if requested, enter into a new lease with such purchaser for the balance of the original or extended Term then remaining upon the same terms and provisions as are in this Lease contained; and (iii) Tenant agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages as may reasonably be required by Landlord. Tenant shall from time to time on request from landlord execute and deliver any documents or instruments that may be required by any lender to effectuate any subordination. Landlord will obtain a non-disturbance agreement from the holder of any mortgage or lease which may be superior in lien to this Lease or any other institutional lender in form reasonably acceptable to Tenant. Within forty (40) days after the execution of this Lease, Landlord at Tenant's expense, shall provide Tenant, with a copy of an executed and recorded Notice of Lease in a form reasonably satisfactory to Tenant.

16.2 The Tenant shall have the right, during the term of this lease, to subject the Premises to a construction loan, the proceeds of which shall be applied for payment of the construction costs for any buildings or improvements erected by Tenant, with Landlord's prior written permission with City Council approval, on the Premises, and to a permanent, self-liquidating loan. For this purpose, the Tenant may subject the Premises to a leasehold mortgage deed and may require the Landlord to join with the Tenant in the execution and delivery of such deed, which mortgage deed shall constitute a lien on the Premises as well as the buildings and improvements erected or to be erected thereon by Tenant. It is specifically understood and agreed upon that Landlord shall not be liable for the payment of the sum secured by such mortgage deed, nor for any expenses in connection with the same, and neither the mortgage deed nor any instrument collateral thereto shall contain any covenant or other obligation on the Landlord's part to pay such debt, or any part thereof, or to take any affirmative action of any kind whatsoever. Furthermore, such mortgage deed shall expressly provide that the mortgagee will seek no money judgment against the Landlord. Further, the loan secured by said mortgage deed shall be made only by a permitted mortgagee as hereinbefore defined and must be repaid over a period not in excess of thirty (30) years or such shorter period of time as may remain during the unexpired term of the Lease and any available options to renew and extend the Lease. The mortgage deed shall not permit the principal thereof to be increased at any time or for any reason except in the event the mortgagee shall advance monies for the payment of taxes, water charges, insurance, or assessments, and then only after having given the Landlord at least ten (10) days prior written notice of the intention to make such advances.

The mortgage deed shall expressly provide that the mortgagee will give Landlord notice of any default thereunder, the failure to cure which might result in the acceleration of the maturity of the debt secured by said mortgage deed, and that Landlord shall have ten (10) days after receipt of said notice in which to cure such default, if it shall so choose.

Notwithstanding the foregoing, It is the intention of the parties under this Article that the Landlord shall not subordinate the fee of the demised premises to any construction or permanent mortgage obtained by Tenant during the term hereof or the refinancing of any then existing permanent mortgage.

#### ARTICLE XVII TRANSFERS BY LANDLORD

17.1 Transfers of Landlord's Interest. No transfer or sale of Landlord's interest hereunder shall release Landlord from any of its obligations or duties hereunder prior thereto. Landlord shall be released of any ongoing obligations hereunder from and after the date of such transfer upon the assumption of all such obligations and duties by the transferee of Landlord.

#### ARTICLE XVIII MISCELLANEOUS

18.1 Holding Over. In the event of Tenant's continued occupancy of the Premises after the expiration of the term of this Lease or any renewal or extension thereof, or any earlier termination provided or permitted by this Lease, with the consent of Landlord, such tenancy shall be from month-to-month and such continued occupancy shall not defeat Landlord's right to possession of the premises. All other covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

18.2 Non-Waiver of Default. No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time constitute a waiver of any rights of Landlord.

18.3 Recording. This Lease shall not be recorded. A short form or notice of this Lease in a form established by Connecticut General Statutes, describing the Premises and setting forth the term of this Lease and such other non-monetary provisions as Tenant shall reasonably require, may be recorded by either party, however, at the cost and expense of the party requesting such recording.

18.4 Notice. Any notice or consent required to be given by or on behalf of other party to the other shall be in writing and mailed by registered or certified mail, return receipt requested or sent by air courier or expedited mail service, addressed to the other party as follows:

If to Tenant: Wonderland of Ice Associates  
51 Bartling Drive  
Easton, CT 06612

With a copy to: David L. Quatrella, Esquire  
Quatrella & Rizio, LLC  
One Post Road  
Fairfield, CT 06430

If to Landlord: The Department of Parks  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604  
Attention: Director's Office

With a copy to: Office Of The City Attorney  
999 Broad Street  
Bridgeport, CT 06604

or at such other address as may be specified from time to time in writing by either party. All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made, in which case the date of postmark shall be deemed the date notice has been given. Notwithstanding the foregoing, notice to the Landlord shall be deemed to have been given at the time of the next regularly scheduled meeting of the Board of Parks Commissioners of the Department of Parks and Recreation of the City of Bridgeport.

18.5 Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

18.6 Time is of the Essence. the time of the performance of all of the covenants, conditions, and agreements of this Lease is of the essence of this Agreement, unless otherwise specifically stated herein.

18.7 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

18.8 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal

weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto.

18.9 Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

18.10 Brokerage Commissions. Landlord and Tenant each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease or on behalf of either of them; Landlord and Tenant hereby agree to indemnify and hold the other harmless from and against any and all costs, expenses, liabilities, causes of action, claims or suits by any party for compensation, commissions, fees or other sums claimed to be due or owing with respect to the representation of Landlord or Tenant as applicable, in effecting this Lease.

18.11 Governing Law. This Lease shall be construed under the laws of the State of Connecticut.

18.12 Surrender of Premises. At the end of the Term or upon sooner termination of this Lease, Tenant shall peaceably deliver up to Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, reasonable wear and tear and loss due to insured casualty excepted. Tenant may, upon the termination of this Lease, remove all movable partitions of less than full height from floor to ceiling, and shall remove other trade fixtures installed by Tenant, repairing any damage caused by such removal. Property which may be removed and is not so removed shall be deemed abandoned by Tenant and title to the same shall thereupon pass to Landlord. Notwithstanding the foregoing, Tenant shall not remove any Tenant improvements other than business trade fixtures at the expiration of this Lease.

18.13 Estoppel Certificate. At any time and from time to time, but in no event on less than ten (10) business days prior written request by Landlord, Tenant shall issue a certificate certifying: (a) that Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises, and specifying the reasons therefor); (b) the Commencement Date and Expiration Date; (c) whether there are then existing any defaults by Landlord in the performance of its obligations under this Lease (and, if so, specifying the same); (d) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (e) the capacity of the person executing such certificate, and that such person is duly authorized to execute

the same on behalf of Tenant; (f) the date, if any, to which the various components of Rent have been paid; (g) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in the certificate; (h) the amount of any security deposit and prepaid Rent; and (i) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or mortgagee affecting the Premises or any part thereof.

18.14 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

18.5 Mortgagee Protection. Tenant agrees to give all mortgagees, if any, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases or otherwise) of the addresses of such mortgagees. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagee(s) shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary provided that within such thirty (30) days, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Tenant's failure to give such notice shall not be deemed a default hereunder but shall deprive Tenant of its right to terminate the lease or to enforce its other remedies hereunder against such mortgagee(s) should they succeed to Landlord's interest unless and until such notice is given.

18.6 Force Majeure. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by the party and such delay or hinderance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. Except as herein provided, in no event shall such delay constitute a termination or extension of this Lease. The provisions of this Paragraph shall not operate to excuse either party from the prompt payment of sums due under any provision hereof.

## ARTICLE XIX DAMAGES

19.1 If this Lease is terminated under the provisions of Article XIV, or if Landlord shall re-enter the Premises under the provision of Article XIV or in the event of termination of this Lease, or of re-entry by summary dispossession proceedings, ejectment or by any suitable action or proceeding at law, or by agreement, or by force agreement, or by force or otherwise, by reason of default hereunder on the part of Tenant, Tenant shall pay Landlord as damages, at the election of Landlord:

(a) sums equal to the fixed rent and the additional rent payable hereunder which would have been payable to Landlord had this Lease not so terminated, or had Landlord not so re-entered the Premises, payable quarterly, in advance, but otherwise upon the terms therefor specified herein following such termination or such re-entry and until the Termination Date, provided, however, that if Landlord shall relet the Premises or any portion or portions thereof during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating the Lease or in re-entering the Premises and in securing possession thereof, as well as the expenses of reletting, including altering and preparing the premises or any portion or portions thereof for new tenants, brokers' commissions, advertising expenses and all other expenses properly chargeable against the Premises and the rental therefrom; it being understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Landlord be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this section to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Premises or any part thereof should be relet in combination with other space, then proper apportionment shall be made of the rent received from such reletting and of the expenses of reletting, and Landlord shall have the right to grant reasonable rent concessions to attract one or more new tenants and to permit the term of any new lease covering part of all of the Premises to be for a shorter or longer period than provided for herein.

If the Demised Premises or any part thereof be relet by Landlord for the unexpired portion of the term of this Lease, or any part hereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the premises, or part thereof, so relet during the term of the reletting. Landlord however, shall in no event and in no way be responsible or liable for any failure to relet the Premises, or any part thereof after having made diligent effort to do so, or for failure to collect any rent due upon any such reletting.

19.2 Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provisions of Article XI, or under any provision of law, or had Landlord not re-entered the Premises. Nothing herein contained shall be construed to limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of the termination of this Lease or re-entry on the Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Section 19.1.

#### ARTICLE XX QUALITY OF SERVICE

20.1 Quality of Service. Tenant must use its best efforts to keep the quality of service at the Rink at the highest obtainable level, and must keep all areas not visited by the public but where food is stored and prepared, clean and orderly at all times. The Landlord has the right to object to the conditions of the Premises as well as to the character of the service and any deviation found, including courtesy to visitors and patrons of the Rink. Tenant must extend the same courtesy to the visitors as to the patrons of the Rink and they shall be permitted to avail themselves of the privilege offered and no discrimination may be made by the Tenant or its employees against any person on account of race, creed, color or religion.

#### ARTICLE XXI THIS SECTION INTENTIONALLY OMITTED

#### ARTICLE XXII FEE SCHEDULE

22.1 Landlord's Consent to Fees. All fees charged by Tenant to customers for ice skating rentals and use charges at the Premises shall be comparable to those fees charged by competing public and private skating rinks in the Southwestern Connecticut area. The existing fee schedule is annexed hereto and made a part hereof as Exhibit "F". Tenant shall submit a revised fee schedule to the Bridgeport Park Board on or about June 1 of each year for approval by the Bridgeport Park Board, which approval the Bridgeport Park Board shall not unreasonably withhold, delay or condition. No approval shall be required in the event that Tenant intends to revise fees by an amount equal to or less than six (6%) percent over the previous year. In the event such revised fee schedule as submitted by Tenant is not approved or denied within thirty (30) days of the date the Bridgeport Park Board receives such from Tenant, such revised fee schedule shall be deemed approved.



**ARTICLE XXIII  
PRESERVATION OF TENANT'S INTEREST**

23.01 Preservation of Tenant's Interest. In the event Landlord at anytime during the term hereof or any renewal or extension hereof transfers title to the Premises to any other entity, whether related or otherwise to landlord, the transferee of title shall be bound to honor the terms of this Lease and any renewals or extensions thereof. It is the intent of the parties that this Lease shall remain in full force and effect notwithstanding transfer of title by Landlord.

**ARTICLE XXIV  
RESTROOM USE**

24.1 Access to Public. The parties hereto acknowledge that use of the restrooms at the Rink is limited to customers and patrons of the Rink and to users of the tennis courts and park picnic areas located adjacent to the Premises in Glenwood Park, during the regular business hours of Tenant. Landlord shall use its best efforts to adopt reasonable rules and regulations regarding the use of the restrooms by users of the tennis courts and park picnic areas.

**ARTICLE XXV  
FENCE**

25.1 Construction of Gate. Tenant is permitted to construct a gate and/or fence at the entranceway to the Rink, where the access road meets Glenwood Avenue, at Tenant's cost and expense. In the event that Tenant elects to construct such gate and/or fence, Tenant agrees to keep such gate and/or fence open for access to the public using the tennis courts and picnic areas of Glenwood Park adjacent to the Premises during all such hours as the tennis courts and public parks in Bridgeport are open to the public, as determined by Landlord from time-to-time.

**ARTICLE XXVI  
BUILDING AND FACILITIES INSPECTION**

26.1 Access For Building Inspection. As stated in Section 2.1 of this Lease, Tenant is accepting the Premises in the condition which existed on the Lease Commencement Date. Excepting structural repairs, tenant is completely responsible for maintaining this condition without exception or limitation. Tenant shall have access to the Rink prior to the Commencement Date of this Lease as set forth in the prior Lease dated September 21, 1989, as amended. Tenant's obligation to lease the Premises under this new Lease is expressly contingent upon the funding, construction and completion of the new rink on or before September 21, 2007.

26.2 Safety Inspection By Landlord. Landlord may inspect the Premises and equipment located at the Premises at any time upon prior reasonable notice to be

certain all furnishings and equipment are in satisfactory condition and meet health and safety codes. Tenant shall maintain a complete set of records showing purchases and sale of all materials, supplies, equipment, and all labor, and these records must be kept open for the examination of the City Auditor. This shall be in addition to the twice yearly reviews of the Tenant's financial records as set forth herein. In accordance with Section 4.2 hereof, landlord may inspect financial records of the Tenant's twice annually during each Fiscal Year and to inspect receipts for anything bought on credit to see that payments are up-to-date.

#### ARTICLE XXVII USE LICENSES, PERMITS AND SALES TAXES

27 Tenant To Obtain/Maintain Licenses. Tenant shall be responsible for obtaining, collecting, and paying for all local, state and federal permits, licenses and use or admission taxes and sales taxes arising out of Tenant's use and occupancy of the Premises. Landlord specifically represents that for the term of this Lease and any extension or renewal hereof Landlord shall not act to pass or adopt any laws, ordinances, rules or regulations which would prohibit Tenant's use of the Premises for the uses expressly permitted hereunder.

#### ARTICLE XXVIII COMMON COUNCIL APPROVAL

28.1 Contingency for Common Council Approval. This Lease is expressly contingent upon the approval of the Bridgeport Common Council, which approval was received on September 3, 2002.

#### ARTICLE XXIX ADDITIONAL COVENANTS OF TENANT

29.1 Refusal Removal. Tenant shall keep the Premises clean and in a sanitary condition at all times, and all rubbish, waste, and garbage, wet or dry, shall be removed promptly to a regular disposal place where they will not be offensive to the public. Rubbish removal is to be at Tenant's expense. Tenant shall hire a licensed pest control firm to apply pest control spraying in the food concession areas of the Premises or as necessary to maintain a healthy and safe environment. Food and beverage shall not be stored or consumed in locker room areas and shall be limited to consumption in the lobby, snack bar and bleacher areas. Tenant will post signs and enforce same in the interest of pest control.

29.2 Qualified Personnel and Sanitary Handling of Food. Tenant must employ sufficient and qualified personnel to operate the Rink; the person placed in charge thereof must be fully authorized to act for and represent the Tenant in all matters pertaining to the operation and management of the Rink. The personnel shall be required at all times to be neatly clad in clean attire which is suitable for the type of use

contemplated by this Agreement. Tenant and its employees shall cooperate with and maintain friendly relations with all of Landlord's personnel. All milk and milk products which may be sold on the Premises must be the product described by certified pasteurization plants in accordance with the list of said plants available through the Department of Farms and Markets of the State of Connecticut and must have the approval of the Department of Humane Affairs, Public Health Division of the City of Bridgeport. The City of Bridgeport may through its Public Health Division inspect Tenant's concessionaire's premises at any time, upon prior reasonable notice, and inspect any article of food offered for human consumption, and inspect the sanitary handling of such food, including the persons given the responsibility of handling and vending same.

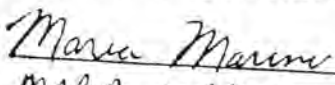
**ARTICLE XXX  
CURLING SUBLEASE**

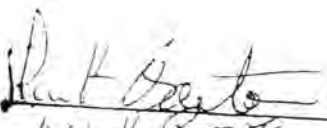
30.01 Tenant's Right to Sublease. Notwithstanding anything to the contrary contained herein, Landlord hereby consents to and approves Tenant sub-leasing a portion of the Premises to Connecticut Curlers, Inc. d/b/a The Nutmeg Curling Club, presently of Darien, Connecticut, for purposes of constructing a curling facility immediately adjacent to and connected with the Rinks. The terms and conditions of said sublease, together with the plans and specifications for said curling facility, shall be reviewed and approved in writing by Landlord, in advance of said sublease becoming effective and construction of said curling facility being commenced.

IN WITNESS WHEREOF, this Lease has been executed and sealed as of the day and year first above written.


Witnessed By:

  
DAVID L. QUINELLA

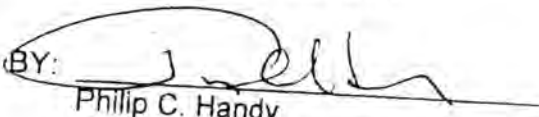
  
MARIA MARINO


WONDERLAND OF ICE ASSOCIATES,  
INC.

BY:   
Lisa Fedick  
Its President  
Duly Authorized

CITY OF BRIDGEPORT

BY:   
Phillip C. Handy  
Director of Parks and Recreation  
Duly Authorized

Item# \*61-17 Consent Calendar

Resolution requesting the creation of an Ad Hoc Casino Committee. **DENIED**



Report  
of  
Committee  
on

CEA and Environment

City Council Meeting Date: August 6, 2018

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

RECEIVED  
CITY CLERKS OFFICE

18 AUG 16 PM 1:53

ATTEST  
CITY CLERK

8/16/2018

clerk note: Report Returned  
not signed by mayor.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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*To the City Council of the City of Bridgeport.*

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

**Item No: \*61-17 Consent Calendar DENIED**

**Whereas**, the Connecticut General Assembly in 2017 approved the expansion of tribal gambling by the Mashantucket Pequot and Mohegan tribal nations with a new commercial casino in East Windsor, pending federal approval; and

**Whereas**, the Mashantucket Pequot and Mohegan tribal nations filed a lawsuit on November 29, 2017 to force U.S. Department of the Interior Secretary Ryan Zinke to approve their gaming agreements with Connecticut and clear the way for them to jointly develop a commercial casino in East Windsor; and

**Whereas**, MGM Resorts International has lobbied for two years in Hartford and Washington, D.C., to block the East Windsor casino and protect the market for an MGM casino scheduled to open in 2018 in nearby Springfield, Massachusetts; and

**Whereas**, MGM Resorts International is reportedly threatening litigation against the tribes "monopoly" on casino gambling in the State of Connecticut and proposing "competitive bidding" for any and all future expansion of casino gambling in the State of Connecticut; and

**Whereas**, MGM Resorts International announced ambitious plans in September 2017 for a \$675 million casino and entertainment complex in Bridgeport's Steelpointe Harbor area; and

**Whereas**, Bridgeport has been publicly identified by all these parties as an ideal location for any future expansion of casino gambling in the State of Connecticut; and

**Whereas**, a project of that size would have significant socio economic impact on our city for years to come; and

**Whereas**, a project of that size would have implications on our budget and quality of life; and

**Whereas**, the Bridgeport state delegation said there is a high likelihood that this will be voted on during this session;



# City of Bridgeport, Connecticut

## Office of the City Clerk

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**Report of Committee on ECD and Environment**  
**Item No. \*61-17 Consent Calendar DENIED**

-2-

**Resolved**, that the City Council would research the impact of casinos on municipalities, best practices for interaction between municipalities and casinos, and any other issues that relate to a casino project in Bridgeport for the purpose of placing the city in the best possible position to make informed decisions that have the most benefit for the residents.

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

  
\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

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

\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
Jeanette Herron

\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Eneida L. Martinez

\_\_\_\_\_  
Nessah J. Smith

**City Council Date:** August 6, 2018

Item# \*\*113-17 Consent Calendar

Resolution concerning a review of the Community Environmental Benefits Agreement (CEMA). **DENIED**



**Report  
of  
Committee  
on**

**CEA and Environment**

City Council Meeting Date: August 6, 2018

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

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

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

8/16/2018:

Clerk Note:

Report Returned  
Not Signed by Mayor.

RECEIVED  
CITY CLERKS OFFICE  
18 AUG 16 PM 2:05

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No: \*113-17 Consent Calendar DENIED**

**Whereas**, PSEG, the New Jersey based company building the \$550 Million Gas plant in the South End of Bridgeport, signed a binding agreement with the City of Bridgeport, and Community and Environmental advocacy groups called THE COMMUNITY ENVIRONMENTAL BENEFITS AGREEMENT (CEBA); and

**Whereas**, included in this CEBA were substantial resources to be leveraged by the City; and

**Whereas**, many of the City Council members are newly elected without experiential knowledge of the CEBA and its progress; and Now, therefore be it

**Resolved**, that the Economic Community Development and Environment Committee host representatives from PSEG and the EFT for the purposes of fact finding and working together to identify and analyze areas of the CEBA that need strengthening in order to fulfil on its promise; and be it further

**Resolved**, that the City Council instruct the Economic Community Development and Environment Subcommittee review the relevant City Council ordinances and reports, the CEBA and related grievances and issues brought by community groups and bring a recommendation for action back to the City Council.






# City of Bridgeport, Connecticut Office of the City Clerk

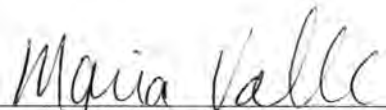
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## Report of Committee on ECD and Environment Item No. \*113-17 Consent Calendar

-2-

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

  
\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

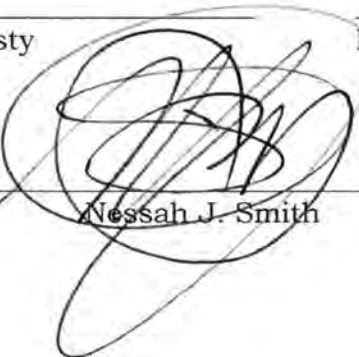
  
\_\_\_\_\_  
Maria I. Valle, **Co-Chair**

\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
Jeanette Herron

  
\_\_\_\_\_  
Rosalinda Roman-Christy

\_\_\_\_\_  
Eneida L. Martinez

  
\_\_\_\_\_  
Nessah J. Smith

*City Council Date:* August 6, 2018

Item# \*130-17 Consent Calendar

Settlement of Pending Litigation with Glenn Felisko.



**Report  
of  
Committee  
on**

**Miscellaneous Matters**

City Council Meeting Date: August 6, 2018

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

Approved by: *[Signature]*  
Joseph P. Ganim, Mayor

Date Signed: *8/11/18*

RECEIVED  
CITY CLERKS OFFICE  
18 AUG 13 PM 12:26  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*130-17 Consent Calendar**

**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE OF CLAIM</u>	<u>SETTLEMENT</u>
Glenn Felisko	Jeffrey Lynch, Esq. Perkins & Associates 30 Lucy Street Woodbridge, CT 06525	Personal Injury	21,000.00

**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



# City of Bridgeport, Connecticut Office of the City Clerk

**Report of Committee on Miscellaneous Matters**  
**Item No. \*130-17 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, **Co-Chair**

Nessah J. Smith, D-138<sup>th</sup>, **Co-chair**

Marcus A. Brown, D-132<sup>nd</sup>

Michael A. Defilippo, D-133<sup>rd</sup>

Kyle Piché Langan, D-132<sup>nd</sup>

Denese Taylor-Moye, D-131<sup>st</sup>

Maria Zambrano Viggiano, D-136<sup>th</sup>

Ajdee Nieves D-137<sup>th</sup>, President  
(Sat in to make quorum)

*Council Date: August 6, 2018*

Item# \*133-17 Consent Calendar

Appointment of Rosalina Roman-Christy (D) to the Bridgeport Environmental Task Force as in accordance with section 2.124.030 of the Bridgeport Code of Ordinances.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: August 6, 2018

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

Approved by: Joseph P. Ganin  
Joseph P. Ganin, Mayor

Date Signed: 8/11/18

RECEIVED  
CITY CLERKS OFFICE  
18 AUG 13 PM 1:02  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*133-17 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Bridgeport Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Rosalina Roman-Christy (D)  
147 Yaremich Drive  
Bridgeport, CT 06606

This is a one (1) year term

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

Amy Marie Vizzo Paniccia, D-134<sup>th</sup>, **Co-Chair**

Nessah J. Smith, D-138<sup>th</sup>, **Co-chair**

Marcus A. Brown, D-132<sup>nd</sup>

Michael A. Defilippo, D-133<sup>rd</sup>

Kyle Piché Langan, D-132<sup>nd</sup>

Denese Taylor-Moye, D-131<sup>st</sup>

Maria Zambrano Viggiano, D-136<sup>th</sup>

Aided Nieves D- 137<sup>th</sup>, President  
(Sat in to make quorum)

*Council Date: August 6, 2018*

Item# \*134-17 Consent Calendar

Appointment of John Francis Hennessy Jr. (D) to the Bridgeport Environmental Task Force as in accordance with section 2.124.030 of the Bridgeport Code of Ordinances.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: August 6, 2018

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

Approved by: Joseph P. Garlin  
Joseph P. Garlin, Mayor

Date Signed: 8/15/18

RECEIVED  
CITY CLERKS OFFICE

18 AUG 16 PM 1:53

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*134-17 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Bridgeport Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

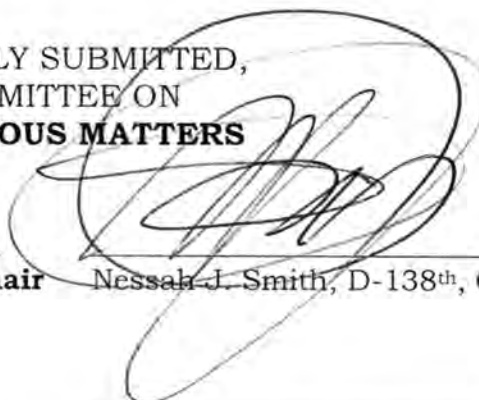
John Francis Hennessy Jr. (D)  
556 Savoy Street  
Bridgeport, CT 06606

This is a one (1) year term.

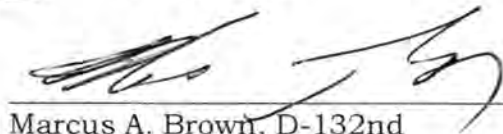
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**



Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>, **Co-Chair**




Nessah J. Smith, D-138<sup>th</sup>, **Co-chair**



Marcus A. Brown, D-132<sup>nd</sup>


Michael A. Defilippo, D-133<sup>rd</sup>

Kyle Piché Langan, D-132<sup>nd</sup>



Denese Taylor-Moye, D-131<sup>st</sup>

Maria Zambrano Viggiano, D-136<sup>th</sup>



Aidee Nieves D- 137<sup>th</sup>, President  
(Sat in to make quorum)

*Council Date: August 6, 2018*



Item# 59-17

Petition from Reverend Francis Asante regarding Tax Abatement for the Victory Bible Church International located at 850 Norman Street **DENIED.**



**Report  
of  
Joint Committee  
on**

**Budget & Appropriations and  
Miscellaneous Matters**

City Council Meeting Date: May 7, 2018  
Tabled & Ref'd Back to Committee: May 7, 2018

Resubmitted: August 6, 2018

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

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

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

RECEIVED  
CITY CLERKS OFFICE

18 AUG 16 PM 1:53

ATTEST  
CITY CLERK

Notified on August 20, 2018:

Reverend F. Asante, Victory Bible Church  
P. Marfo, Victory Bible Church

8/16/2018:  
Clerk Note: Report not signed  
by Mayor.



# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Joint Committee on Budget & Appropriation and Miscellaneous Matters begs leave to report; and recommends for Denial the following resolution:

**Item No. 59-17**

**RESOLVED**, that the attached petition #59-17 submitted by Reverend Francis Asante requesting a Tax Abatement for the Victory Bible Church located at 850 Norman Street be, and it hereby is, in all respects, **DENIED**.

**RESPECTFULLY SUBMITTED,  
THE JOINT COMMITTEE ON BUDGET & APPROPRIATIONS AND  
MISCELLANEOUS MATTERS.**

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

  
\_\_\_\_\_  
Nessah J. Smith, *Co-chair*

  
\_\_\_\_\_  
Denese Taylor-Moye, **Co-Chair**

\_\_\_\_\_  
Maria Zambrano Viggiano, **Co-Chair**

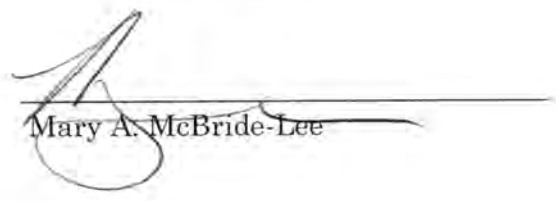
  
\_\_\_\_\_  
Marcus A. Brown

\_\_\_\_\_  
Michael A. Defilippo

\_\_\_\_\_  
Kyle Piché Langan

\_\_\_\_\_  
Christina B. Smith

\_\_\_\_\_  
Jeanette Herron

  
\_\_\_\_\_  
Mary A. McBride-Lee

**City Council Date: May 7, 2018**  
Tabled & Ref'd Back to Committee: May 7, 2018  
Resubmitted: August 6, 2018



City of Bridgeport, Connecticut

# OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

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

FLEETA C. HUDSON  
City Clerk

FRANCES ORTIZ  
Assistant City Clerk

## APPLICANT(S) TAX ABATEMENT CHECK LIST

PLEASE CHECK (✓) OFF IN THE APPROPRIATE SPACE PROVIDED BELOW THAT YOU HAVE SUBMITTED ALL REQUIRED DOCUMENTS. PLEASE RETURN WITH DOCUMENTS.

Frances B. Asante  
APPLICANT(S) SIGNATURE

2-9-18  
DATE

RECEIVED  
CITY CLERKS OFFICE  
18 FEB 23 AM 10:35  
ATTEST  
CITY CLERK

- 1). ✓ APPLICATION
- 2). ✓ FINANCIAL STATEMENT
- 3). N/A - Church INCOME TAX RETURNS (3 YEARS PRIOR TO DATE OF TAX ABATEMENTS- ORDINANCE #330-82)
- 4). N/A AFFIDAVIT
- 5). ✓ QUESTIONNAIRE - TAX ABATEMENT
- 6). ✓ OTHER, LIST BELOW

- 1. Deed - Shows title and Mortgage loan from WBCI
- 2. Sup Plumbing Contract -
- 3. Letter Suspension of Mortgage Payment to WBCI
- 4. WBCI Tax Exemption
- 5. Real Estate Tax Bill

CITY OF BRIDGEPORT  
 CITY CLERK'S OFFICE, RM. 204  
 45 Lyon Terrace  
 Bpt., CT 06604

REQUEST FOR ABATEMENT OF TAXES AND INTEREST

- Please check ( ) below the section of State Statues that you are applying under.
- Sec. 8-215 Tax Abatement for Housing for Low or Moderate income persons.
  - Sec. 12-124 Abatement to Poor and Unable to Pay.
  - Sec. 12-124A Municipal Option to Abate Taxes on Resident Exceeding Eight Percent of Occupants Income.
  - Sec. 12-125 Abatement of Taxes of Corporations.
  - Sec. 12-126 Abatement or Refund of Tax Tangible Personal Property Assessed in more than one Municipality.
  - Sec. 12-127 Abatement or Refund on Proof of Exempt Status.
  - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.

To the "Tax Abatement Committee" of Bridgeport, State of Connecticut.

I, REVEREND FRANCIS RISANTE (RESIDENT PASTOR) OF VICTORY BIBLE CHURCH INC.

in the town of BRIDGEPORT, (Address) Principal Residence  
 taxes and/or interest on property that I own located at 850 NORMAN STREET, BRIDGEPORT  
 in the amount listed on the schedule below. (Date Acquired) 7/20/16

(TO APPLICANT: The Tax information required below may be obtained by visiting the Tax Collector's Office in Room 121 or phone 576-7266 or 576-7267.)

Assessment Date	Due and Payable on	Property Tax	Interest	Lien Fees	Costs Total
7/1/2017	7/1/2017	\$ 10,821.26	486.96		11,308.22
1/1/2018	1/1/2018	\$ 10,821.26	324.64*		11,145.90

\* 7/1/2017 amount paid as of 9/15/2017.  
 \* 1/1/2018 1/1/2018 10,821.26 \$ 324.64 11,145.90  
 Currently due

Tax Collector's Office - Validating Sign. [Signature] - Tax Collector FRANCIS RISANTE  
 (Signature of Taxpayer) Date 2-9-18  
(646) 685 9668  
 Business/Home Phone

TAX ABATEMENT COMMITTEE'S RECOMMENDATION TO THE CLAIMS COMMITTEE

To the Claims Committee; it is recommended that an abatement of property taxes and/or interest in the amount of \_\_\_\_\_ be made to the above-named taxpayer in accordance with the provisions of Section(s): \_\_\_\_\_

Dated at \_\_\_\_\_, Conn., the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
City

ACTION TAKEN BY CLAIMS COMMITTEE

At a regular meeting of the Claims Committee held on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ it was voted to abate or not abate Property Taxes and/or Interest amounting to \$ \_\_\_\_\_ to \_\_\_\_\_ Taxpayer

Claims Committee of the Common Council

By \_\_\_\_\_  
Chairman



(B) U.S. GOVERNMENT SECURITIES AND OTHER STOCKS AND BONDS

NO. OF SHARES OR FACE VALUE (BONDS)	DESCRIPTION	COST	MARKET VALUE
N/A		\$	\$

(C) ACCOUNTS AND NOTES RECEIVABLE

BORROWER	WHEN DUE	BALANCE DUE	ORIGINAL AMOUNT	SECURITY (IF ANY)
N/A		\$	\$	

(D) REAL ESTATE

DESCRIPTION	DATE ACQUIRED	TITLE IN WHOSE NAME	COST	PRESENT VALUE	MORTGAGE	
					AMOUNT	HOW PAYABLE
2 STOREY BUILDINGS	7/20/16	UKCI	\$ 150,000	\$ 150,000	\$ 112,500	\$ 3.125/mth 3 months over

(E) LIFE INSURANCE

AMOUNT	NAME OF COMPANY	BENEFICIARY	CASH VALUE	LOANS
\$ N/A			\$	\$

(F) NOTES, CONTRACTS, ACCOUNTS, AND BILLS DUE

OWED TO	DATE	BALANCE DUE	WHEN DUE	PURPOSE OR COLLATERAL (IF ANY)
Member (P. Alboarje)	9/19/17	\$ 2,500	ASAP	LOAN TO PAY PROPERTY TAX
Jackson Heights Construc		75,000	ASAP	BUILDING CONSTRUCTION
Kingsbury Plumb. & Heatg	8/25/17	5,500	ASAP	SPRINKLERS (INSIDE)
Kazumasa Oda	10	350	Overdue	PLAN DESIGN
		12,000		OUTSIDE SPRINKLER

For the purpose of attaining an abatement, I (we) furnish the foregoing as a true and accurate statement of my financial condition. Authorization is hereby given to the City of Bridgeport to verify in any manner it deems appropriate any and all items indicated on this application.

2 - 23 - 18 19  
DATE

Francis D. Hunkle  
Applicant(s) Signature

PATRICIA P. ULATOWSKI  
Notary Public, State of Connecticut  
My Commission Expires 12/31/21

Patricia P. Ulatowski  
Notary Signature

CITY OF BRIDGEPORT  
CITY CLERK'S OFFICE, RM. 204  
45 Lyon Terrace  
Bpt., Conn. 06604

QUESTIONNAIRE - TAX ABATEMENT

2/9/18

Date

1. Name of Applicant VICTORY BIBLE CHURCH INTERNATIONAL (VBCI)
2. Principal Resident of Applicant 850 NORMAN STREET  
BRIDGEPORT CT
3. Address of Property to be Abated 850 NORMAN STREET  
BRIDGEPORT CT
4. Do you own this property? YES If Yes, when did you acquire this property? JULY 20, 2016
- 4a. Type of Property: \_\_\_\_\_ Single Family \_\_\_\_\_ Multi Family  
\_\_\_\_\_ Apt. Building \_\_\_\_\_  Commercial Use  
\_\_\_\_\_ Mixed Use. (Please check one)
5. Acquisition Type: \_\_\_\_\_ Quit Claim Deed \_\_\_\_\_  Warranty Deed  
\_\_\_\_\_ Mortgage. Attach copy of Deed and state Volume and Page City land records VOLUME 9467 Page 17-18
6. Total Abatement Request \$ 22,454.12 (Tax and/or Interest).  
(For amount: Refer to Application - "Request for Abatement of Taxes and Interest.")
7. Have you attempted to work out a payment schedule with the Tax Collector or designated representative for either your current or back tax abatement request?  
YES If answer is yes, name the individual you talked to and what was the result of that discussion. If the answer is no, your request will not be considered until you do so. (If you bought properties and accepted tax obligations in Deed documents, you must work out a payment schedule with the Tax Collector.)
  1. VERONICA JONES, TAX COLLECTOR on 8/2/17, 9/15/17 - No payment plans available. Full payment required
  2. Luz Gonzalez 2/9/18 - no payment plan available / offer



QUESTIONNAIRE - TAX ABATEMENT

8. If you had received any tax abatement in prior years, list the amounts and location of such property.

N/A

9. Is your tax account in foreclosure by the City of Bridgeport? No

10. Is the subject property in foreclosure by an entity or individual (i.e. bank, mortgage company)? No, but mortgage in default since Oct 201

(a) Name of foreclosing party \_\_\_\_\_

(b) Date of foreclosure action \_\_\_\_\_

11. Is there any other action in civil court affecting your ownership of the property? No

(a) If answer is yes, please state nature of action and parties involved?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any additional information can be attached or itemized below:

VBCI is a small church in Bridgeport CT with a membership of 40 adults. We are a non profit organization exempt from taxes. We are requesting a tax abatement because we are exempt from tax and are also unable to pay amounts owed because we have insufficient income to cover this debt and other debts owed.

Francois D. Asante  
Signature of Applicant

12 - 23 - 18  
Date

Patricia P. Ulatowski  
Notarized by

2/23/2018  
Date

**PATRICIA P. ULATOWSKI**  
Notary Public, State of Connecticut  
My Commission Expires 12/31/21

Miller + Rosnick  
1087 Broad St  
Bridgeport, CT 06604

BK: 9467 PG: 17  
INST: 00017666

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That **THE BRIDGEPORT ROMAN CATHOLIC DIOCESAN CORPORATION**, of 238 Jewett Avenue, Bridgeport, Connecticut, herein designated as the Grantor, for the consideration of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS, received to the full satisfaction of the Grantor from **VICTORY BIBLE CHURCH INTERNATIONAL**, of 1785 Westchester Avenue, Bronx, New York, herein designated as the Grantee, does hereby give, grant, bargain, sell and convey to the Grantee all that certain piece or parcel of real property located in the City of Bridgeport, County of Fairfield and State of Connecticut, more particularly described on **SCHEDULE "A"** attached hereto and made a part hereof.

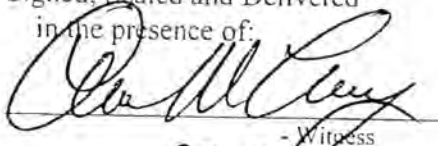
**TO HAVE AND TO HOLD** the premises hereby conveyed, with the appurtenances thereof, unto the Grantee and unto the Grantee's heirs, successors and assigns forever and to the Grantor and his own proper use and behoof; and the Grantor does for himself, his heirs, successors and assigns covenant with the Grantee, his heirs, successors and assigns that the Grantor is well seized of the premises as a good indefeasible estate in **FEE SIMPLE**; has good right to grant and convey the same in manner and form as herein written, and the same are free from all encumbrances whatsoever, except as set forth on said **SCHEDULE "A."**

**AND FURTHERMORE**, the Grantor does by these presents bind himself, his heirs, successors and assigns forever to **WARRANT AND DEFEND** the premises hereby conveyed to the Grantee and to his heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.

(In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.)

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 20<sup>th</sup> day of July, 2016

Signed, Sealed and Delivered  
in the presence of:

  
- Witness

  
- Witness

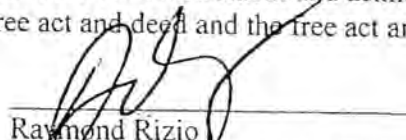
The Bridgeport Roman Catholic Diocesan Corporation

By: Frank J. Caggiano  
The Most Reverend Frank J. Caggiano  
Its President

STATE OF CONNECTICUT :  
: ss.  
COUNTY OF FAIRFIELD :

On this the 20<sup>th</sup> day of July, 2016, before me, personally appeared The Most Reverend Frank J. Caggiano, President of The Bridgeport Roman Catholic Diocesan Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act and deed of said Corporation.

I, hereby, certify that this is a true copy of a document filed in the office of the Bridgeport Town Clerk and that the original document from which copy was made is recorded in Vol. 9467 Pg. 17-18 in the Bridgeport Land Records.  
Dated: 2/9/18  
ATTESTED: Charles D. Clemons, Jr.  
Charles D. Clemons, Jr., Town Clerk

  
Raymond Rizio  
Commissioner of Superior Court

CONVEYANCE TAX RECEIVED  
EX CITY EX STATE  
BRIDGEPORT TOWN CLERK'S OFFICE



**Victory Bible Church International - North America**  
Trinity Sanctuary | 908 Wood Avenue, Bridgeport, CT 06604

Income and Expenditures - FY 2017

**Income**

Tithes	\$53,466.00
Offering	9,275.50
Building Fund	274.00
Camp Meeting pass through	3,384.00
Other	<u>9,323.00</u>
Total Receipts & Income	<u>\$75,722.50</u>

**Expenditures**

NASEC Mandated Payments	\$ -
Honorarium	1,500.00
Rent/Mortgage	35,685.00
Electricity	436.50
Gas/Oil/Storage	1,874.58
Communications	686.35
Supplies	304.00
Travel and Transport	6,062.50
Repairs and Maintenance	6,320.26
Finance/Interest	40.00
Welfare/Outreach	200.00
Licenses/Permits/Taxes	8,808.22
Camp Meeting/ Outreach	3,093.00
Other Programs/Misc.	5,212.40
Building repairs	10,721.00
Musical Instruments	-
Furniture and Fittings	-
Total Expenditures	<u>\$80,943.81</u>

Excess/Deficit of Revenue over exps. \$ (5,221.31)



**Victory Bible Church International - North America**

Trinity Sanctuary | 908 Wood Avenue, Bridgeport, CT 06604

Income and Expenditures - FY 2016

**Income**

Tithes	\$32,482.00
Offering	9,499.33
Building Fund	600.00
Camp Meeting pass through	1,567.50
Other	<u>4,067.00</u>
Total Receipts & Income	<u>\$48,215.83</u>

**Expenditures**

NASEC Mandated Payments	\$1,411.00
Honorarium	1,476.00
Rent/Mortgage	15,900.00
Electricity	2,089.22
Gas/Oil	610.00
Communication	2,638.75
Supplies	1,411.34
Travel and transport	3,196.06
Repairs and Maintenance	829.72
Finance/Interest	20.00
Welfare/Outreach	750.00
Licenses Permits	552.88
Camp Meetings/Outreach	5,398.92
Other Programs/Misc	800.00
Building repairs	4,600.00
Musical Instruments	1,398.61
Furniture/fitings	<u>1,247.07</u>
Total Expenditures	<u>\$44,329.53</u>

Excess/Deficit of Revenue over exps. \$3,886.30

RECEIVED  
 CITY CLERKS OFFICE  
 18 FEB 23 AM 10:49  
 ATTEST  
 CITY CLERK

## KPH FIRE SPRINKLER

Kingsbury Plumbing & Heating, Inc.

354 King Street

Naugatuck, Connecticut 06770

203 720-0091 cell 203 704-0643

Robertdgordon@aol.com

August 25, 2017

V.B.C.I. Bridgeport Ministry

850 Norman St.

Bridgeport, CT 06605

### Proposal

KPH is pleased to offer the following proposal for the installation of a fire sprinkler system at the above address. Our contract begins with the attachment of our piping to the 4" flange installed by another contractor inside the basement. The excavation contractor will be responsible for the testing, flushing, and the documentation for the underground fire service. Our work will be in compliance with the NFPA 13 code and will be in accordance with the drawings supplied by Fire Sprinkler Design.

The basement will be steel piping consisting of Sch 10 grooved piping for all mains 2 ½" and 2". Fittings will be grooved cast iron. Piping used for branch sizes 1 ½, 1 ¼, and 1" will be schedule 40 black steel with threaded black cast iron fittings. The first and second floor will be piped with cpvc plastic pipe and fittings with the exception of the 2 ½ " riser.

Sprinkler heads will be Reliable ½ chrome pendants, model F1FR56, with 2 piece chrome escutcheons. If the ceilings are to be sheetrocked, the general contractor will supply the proper dimension above existing floor for the roughing in of the sprinkler drops. KPH will not be responsible in the event the ceiling ends up at a different finish dimension. If the ceiling is to be acoustical, KPH will not cut tiles or install ceiling pads.

Backflow preventer will be 2 ½ " Zurn Wilkins or equal with tampered butterfly valves. There will also be a System Sensor flow switch, and a 2 ½ " Riser check with trim. KPH is not responsible for the wiring of any devices associated with the sprinkler system or the fire alarm system

All cpvc piping will be tested with 100 lbs of air pressure. Steel piping will be tested hydraulically with 200 lbs of hydrostatic pressure. We will supply the required Above Ground Certification at the end of the installation. We will also provide a submittal package to the owner for distribution to the local authority.

Owner is responsible for the security of the material and equipment left within the building during the installation process.

Cost of the installation is based upon the following criteria:

57 heads at 250 per head	\$14,250.00
Sprinkler Room Equipment	4,000.00

These prices include material and labor.

Job is tax exempt with documentation supplied by owner.

**Total cost of job is Eighteen Thousand Two Hundred Fifty Dollars (\$18,250.00).**


**Terms of payment are:**

\$6,000.00 when material is delivered to the job.

\$6,000.00 when all rough piping is completed and tested.

\$5,000.00 when system is approved and inspected.

\$1,250.00 when system is placed online and paperwork submitted to the fire marshal.

 8/24/17  
Robert D. Gordon    President    Date

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Printed name



(3)

**Victory Bible Church International - North America**  
Trinity Sanctuary | 850 Norman Street, Bridgeport, CT 06604

January 5, 2018

Rev Dr. Paul Gyabaa-Amponsah, Sector Administrator  
VBCI North America (NA) Sector  
1785 Westchester Ave. Bronx, NY, 10472

Dear Reverend Gyabaa-Amponsah,

Re: Monthly Mortgage Payments of \$3,125 to Holy Ghost Sanctuary (HGS)

This letter is to confirm that Trinity Sanctuary has been forced to suspend payments of the current monthly amount of \$3,125 being reimbursed to Holy Ghost Sanctuary's building fund account for loan granted to us on 7/20/2016 for the purchase of a church building in the City of Bridgeport.

We are currently unable to pay the loan for the following reasons:  
Trinity Sanctuary was levied a tax charge of \$21,643 by the City of Bridgeport for property taxes on the building for the 2016 tax year. All attempts by us to appeal the assessment were unsuccessful. 50% of the amount (\$10,822) was payable on July 1, 2017 and the balance of \$10,821 plus accrued interest is due now. (January 1, 2018). Property Tax was assessed on the building, per the Tax Assessor, because the property is not being used for "qualifying activities" for which churches and other non-profits are granted exemption.

We were unable to use the building for stated activities because the city of Bridgeport only recently granted permits for construction at the site, approximately one year after our initial application was made. The city made several requests for changes to plans and drawings presented by Trinity at various stages including, but not limited to the installation of a new sprinkler system with an approximate cost of \$42,000 (balance outstanding \$30,000) to bring the building up to 2017 codes. We also incurred additional costs associated with the application for the building permits and redrawing of plans to fulfill requests by the city and its various departments.

All costs noted above were unforeseen and unbudgeted for. In addition, if these costs were/are not paid the building was/is at risk of being foreclosed on by the City and other vendors with further consequences. Further, if renovations are not completed and a Certificate of Occupancy is not issued for the building to be used for qualifying activities as planned in the near future, Trinity Sanctuary will be assessed another property tax bill for the 2017 tax year in an amount



**Victory Bible Church International – North America**  
Trinity Sanctuary | 850 Norman Street, Bridgeport, CT 06604

equal or greater than \$21,643 payable on July 1, 2018.

Faced with the above we have had no choice but to make these payments in lieu of paying the monthly mortgage owed to Holy Ghost Sanctuary.

**We intend to resume paying this mortgage as soon as we can, honoring our signed obligation although we are uncertain of a definite resumption date at this stage.** We will keep you apprised of any future developments. Based on our records we have made 12 monthly payments since October 2016 totaling \$37,500 with 36 more monthly payments remaining.

We trust that you understand our current circumstances and together with Holy Ghost Sanctuary will give us some time to clear these critical liabilities and prevent foreclosure/bankruptcy proceedings before we can resume our monthly payments to you.

Sincerely,

Reverend Francis Asante  
Resident Pastor

cc Rt. Rev. N. A. Tackie- Yarboi, Presiding Bishop, VBCI  
cc Bishop Elijah Saforo, Sector Overseer, VBCI NA  
cc Rev. Essilfie Bondzie, Resident Pastor, HGS



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**Internal Revenue Service**

Date: May 5, 2006

VICTORY BIBLE CHURCH INTERNATIONAL  
% TACKIE YARBOI  
318 S 9TH AVE  
MT VERNON NY 10550

Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

**Person to Contact:**  
Mrs. Turner 31-07345  
Customer Service Specialist  
**Toll Free Telephone Number:**  
877-829-5500  
**Federal Identification Number:**  
13-3817850

Dear Sir or Madam:

This is in response to your request of May 5, 2006, regarding your organization's address change. We have updated our records to reflect the address shown above.

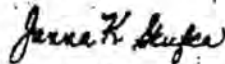
In June 1995 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a church under sections 509(a)(1) and 170(b)(1)(A)(i) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services

325 CONGRESS STREET  
BRIDGEPORT CT 06604-0000  
(203) 576-7271

VICTORY BIBLE CHURCH INT L



(5)

GR YR T LIST #	DST BANK ON GRAND LIST	TOTAL TAX	TAX DUE	DUE DATE	DELO AFTER	\$INST
2016-01-0033612	OCTOBER 1, 2016	21,642.52	10,821.26	#1 07/01/2017	08/01/2017	0.00
				#2 01/01/2018	02/01/2018	10,821.26
<b>TOWN MILL RATE MTH ASSESSMENT EXEMPT</b>						
015 54.37	398,060	0	COC-CHANGE 0	NET ASSM 398,060	<b>TOTAL</b>	10,821.26

RATE	TAX DUE	INTEREST	LIEN	FEES	TOTAL DUE
54.37	10,821.26	324.64	0.00	0.00	11,145.90

AS OF: 02/09/2018 1110--01-----  
 PROP NO 850 NORMAN ST VOL/PAGE: 9467 / 17  
 MBL: 34 1110 1

VICTORY BIBLE CHURCH INT L  
 C/O BENJAMIN DIABENE  
 35 POPE STREET  
 FAIRFIELD CT 06825-0000

NET BALANCE: 11,145.90

LAST PAYMENT DATE: 09/19/2017 11,308.22  
 INTEREST APPLIES THRU 02/09/2018

CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
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 (203) 576-7271

REAL ESTATE TAX BILL



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