

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 1, 2018

7:00 p.m.

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

ADDED:

ITEM FOR IMMEDIATE CONSIDERATION:

184-17

Resolution presented by Council Member(s) Newton & Nieves re: Proposed resolution regarding Compliance of Board Members and Commissioners with Required Residency Reporting, **FOR IMMEDIATE CONSIDERATION.**

AGENDA
CITY COUNCIL MEETING
MONDAY, OCTOBER 1, 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: September 4, 2018

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 171-17** Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 172-17** Communication from OPED re: Proposed Professional Services Agreement with National Development Council regarding Economic and Community Development Financial Consulting Services, referred to Contracts Committee.
- 173-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Sandra Lee, referred to Miscellaneous Matters Committee.
- 176-17** Communication from OPED re: Proposed Resolution Authorizing the Urban Enterprise Zone Assessment Deferral for a Qualified Development located at 515 West Avenue, referred to Joint Committee on Miscellaneous Matters and Budget and Appropriations.
- 177-17** Communication from OPED re: Proposed Resolution to Proceed with the Final Design and Construction of the Pequonnock River Trail Extension made possible by Connecticut Department of Transportation Congestion Mitigation & Air Quality (CMAQ) Grant, referred to Public Safety and Transportation Committee.
- 178-17** Communication from Finance re: Proposed Resolution Approving Financing in the amount of \$25,000,000 for the Design, Rehabilitation, Upgrading and Construction of Various Improvements to the Combined Sewer Overflow Facilities, referred to Budget and Appropriations Committee.
- 179-17** Communication from Finance re: Proposed Resolution Approving Financing in the amount of \$75,000,000 for the Design, Rehabilitation, Upgrading and Construction of Various Renovations and Improvements to the City's Wastewater Treatment Plants, referred to Budget and Appropriations Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 180-17** Communication from Finance re: Proposed Approval of Tax Anticipation Notes (TANS) – To Pay Current Expenses and Obligations of the City – FY 2019, referred to Budget and Appropriations Committee.
- 181-17** Communication from Finance re: Proposed Approval of Grant Anticipation Notes (GANS) – To Pay Certain School Building Project Expenses in Anticipation of State Grants, referred to Budget and Appropriations Committee.
- 182-17** Communication from OPM re: Proposed Energy Consulting Services Agreement with Titan Energy New England, Inc. for consulting services with respect to Managing Renewable Energy Credits, referred to Contracts Committee.
- 183-17** Communication from OPM re: Proposed Energy Master Service Agreement with Enerwise Global Technologies, Inc. D/B/A CPower to provide On Peak Demand Energy Response Management, referred to Contracts Committee.

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

- 174-17** Resolution presented by Council Member(s) Spain & Lyons re: Proposed resolution for the Bridgeport City Council to consider if Ms. Eleanor Guedes, a member of the City's Civil Service Commission, violated both the City's Charter, Chapter 2, Section 13 and the Municipal Code of Ordinances, Chapter 2, Section 2.02.080 while being registered to vote in Trumbull from June 2017 through January 2018, referred to Ordinance Committee.
- 175-17** Resolution presented by Council Member(s) Jackson, Newton, & N. Smith, re: Proposed resolution Authorizing Bridgeport Board of Education to provide a Safe School Climate and to report Bullying, Harassment, Discrimination and Intimidation, referred to Education and Social Services Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *150-17** Economic and Community Development and Environment Committee Report re: Grant Submission: Center for Disease Control (CDC) for Racial and Ethnic Approaches to Community Health (REACH) Grant Program (#19322).
- *151-17** Economic and Community Development and Environment Committee Report re: Grant Submission: U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program (#9P663).
- *157-17(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for October 15, 2018: Disposition of City-Owned Properties (5) by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *137-17** Miscellaneous Matters Committee Report re: Refund of Excess Payments – WR Group 430 Huntington Turnpike LLC.
- *138-17** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Cooperative Land & Lease LLC RE: 434 Grand Street.
- *142-17** Miscellaneous Matters Committee Report re: Reappointment of Sauda Efia Baraka (R) to the Library Board of Directors.
- *158-17** Miscellaneous Matters Committee Report re: Refund of Excess Payments – LERETA.
- *167-17** Miscellaneous Matters Committee Report re: Resolution in support of an accurate 2020 Census and to create a “Complete Count Committee” with local outreach, assistance and promotion.
- *168-17** Miscellaneous Matters Committee Report re: Resolution to express opposition to the addition of the “Citizenship Question” regarding the 2020 Census.

MATTERS TO BE ACTED UPON:

- 90-17** Miscellaneous Matters Committee Report re: Appointment of Edward J. McLaine (R) to the Zoning Board of Appeals.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 1, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	City Attorney cover-up.
G. Kofi Sarpong 850 Atlantic Street #515 Bridgeport, CT 06604	Gardening and environmental concerns.
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	CSMA/BOE.
Donald Wilson 56 Fairview Avenue Bridgeport, CT 06606	Sports as a vehicle for conflict resolution.
Johnny Ray Moore 75 Baldwin Street Bridgeport, CT 06607	City ordinance requirement of affidavit to be filed regarding Land Records.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Fiscal & Governance Issues.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, OCTOBER 1, 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 6:44 p.m.

ROLL CALL.

The City Clerk Lydia Martinez called the roll.

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

RECEIVED
CITY CLERKS OFFICE
18 OCT -9 AM 10:12
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 1, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

City Attorney cover-up.

Mr. Cecil Young came forward to speak about a City Attorney cover-up. He quoted Psalm 23:1. "The Lord is my shepherd; I shall not want" and said that he does want, he wants Justice.

Mr. Young blew on a whistle and announced that he was a whistle blower. He said that this was what resulted in his termination. Respect, that was what Mr. Young is looking for. He gave the City 27 years and was speaking the truth to power. Mr. Young asked the Council Members what would they do if they had to spend \$20,000 out of their own pocket for a lawyer. He said that he had been out there helping his people since he was 12 years old. He said that he felt Atty. Mark

City of Bridgeport
City Council
Regular Meeting
October 1, 2018

Anastasi needed to work with him and he was talking to him. Do the right thing. He said that he was terminated for not coming to work even though he has check stubs to prove otherwise. Bring the evidence that shows that Mr. Young was not at work. He wants some justice for people.

G. Kofi Sarpong
850 Atlantic Street #515
Bridgeport, CT 06604

Gardening and
environmental concerns.

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

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

CSMA/BOE,

Ms. Dasha Spell came forward and said she was there with two issues. She said that she was now the president of the Classical Studies Academy PAC. She spoke about the fact that the Academy is located in two different buildings. During a recent meeting, one of the ideas that was put on the table was using the old Harding High School building.

Ms. Spell said that while they may not have the funding, they have manpower. She said that the City often talks about savings, but the cost of renting two buildings costs \$75,000. Ms. Spell said that she had a concern about the decision to have all the children that live within 1.5 miles to walk to school.

She then asked for Council Members support. Ms. Spell said that she will be at every Council Meeting until something is done.

Donald Wilson
56 Fairview Avenue
Bridgeport, CT 06606

Sports as a vehicle for
conflict resolution.

Mr. Wilson came forward and thanked the Council for the Park City Cross Country Track and Field Club. This is the 10th anniversary of the Sports group.

Mr. Wilson said that he wanted to address the violence that affects the youth in the City. It is at a level that is crisis mode. Sports helps the youth to learn conflict resolution and working together.

The Park City Cross Country Track and Field Club programs are hosted at a Park on Madison Avenue. He invited everyone to stop by to see how the programs engage the kids.

Right now, they are operating in the North End, but have done some work in Trumbull Gardens and in P.T. Barnum Complex. Sports builds team work, comradely and other positive skills. They learn to treat each other well. The program is not financially supported by the City in any way. There is no high school program for the kids. Even so, Park City Cross Country Track and

Field Club was able to send students to college despite the fact that this program is not associated with a high school.

Mr. Wilson has been able to use lacrosse as a vehicle to resolve conflicts. Mr. Wilson said that he was looking for the Council's support in increasing the program to the other areas in Bridgeport.

Johnny Ray Moore
75 Baldwin Street
Bridgeport, CT 06607

City ordinance requirement
of affidavit to be filed
regarding Land Records.

Council President Nieves announced that Mr. Moore was not able to attend the meeting and called for the next speaker.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Fiscal & Governance Issues.

Mr. Lee came forward to address the Council and read the following statement into the record:

City Council members, greetings at this first autumn meeting. Days are growing shorter. Nature is changing colors and survival in the City if you are poor or otherwise oppressed is getting more difficult. It pays to keep a score card on resiliency or sustainability when problems come along and you, as a representative of all the people, have to make wise decisions or vote about spending scarce funds.

First some old business. In this case the victim continues to be Linda Lee. Last Council meeting Ernie Newton directed her to write a letter to Chief Perez. (Copy in Bridgeport NAACP newsletter.) He had offered his help publicly at this meeting back in the middle of June. What has happened? Where is his follow through? The City Attorney indicates that they approved the towing process. When Ms Lee returned her plates to the MVD last Friday, they had a different viewpoint sharing that a car with taxes paid, registered with CT, with plates intact and insurance paid should not have been towed. So what does Linda Lee do now? She is a victim the same position as former property owners who have been foreclosed on for WPCA or taxes where you saw that there were problems with City process? Our City Ordinance and State MVD process indicates that she should have received one or more letters during and/or at the end of 30 days that would have told her what became of her vehicle? That did not happen. She is outraged and you are witnesses to Acting Police Chief Perez, looking like a nice guy, but failing to provide the guidance and administrative direction to correct this problem? How will you help this victim? Does she need to sign up for multiple Council meetings to get your attention?

New Business: Tonight you have two resolutions on your agenda relating to \$100,000,000 of authorization for financing of Sewer Overflow facilities and for "upgrading and replacing West Side Treatment plant facilities". Within the past two weeks we had days of rain exceeding .04 inches. That meant that Bridgeport WPCA allowed raw, untreated, waste and sewage into waterways, something we have done for years. Part of

the continuing problem has been a unitary system where bathroom waste and storm water flow into the same pipes. When surfaces drain the rain, the effluent does not get treated. Where does our conversion of the old piping system in the City stand today? What neighborhoods have a dual system? Which are charted for change? Will this \$100 Million authorization allow completion of 100% of sewer reconstruction in addition to improving the West Side plant? When the Finance and OPM departments say that the WPCA borrowings will have "no material impact on city finances" is that because when grants are made there is no impact, but when loans or bonds come into use, the WPCA will include those repayments in the WPCA charges?

The nineteenth century system holds back enjoyment, health safety, and promotion of water based development. What does the entire plan to carry us to 21st Century look like? Please study that before approving this authorization when the Committee reviews it.

How about young students, as school victims of bullying without being heard and no consequences? I am not referring to the school population because of unfair State funding, but rather victims of bullying within a Bridgeport school? The subject is serious enough that the State of Connecticut mandates a "climate control officer" for each school system. The assistant superintendent so identified last year was cut last year. Who handles the situation now? What happens when a principal or counselor cannot identify bullying? When they ignore a situation or fail to report it? Or if it is racial based bullying can become ethnic and tribal? Does your Council subcommittee study such issues, with many victims each year? What about providing a hearing, like Hall Neighborhood House does in spring, so that the public can learn what is current?

There are victims in many parts of the City. You must represent the concerns of victims, fairly, equally and justly. Time will tell.

Marjorie Rival

Atlantic Street
Bridgeport, CT

Garden staffer for COB

Ms. Marjorie Rival of Atlantic Street came forward to address the Council on the need for a City gardener. The last few years have seen gardens overgrown and plowed under because there was no one to oversee the gardens. While she is a gardener and shares the food she grows with her neighbors. She spoke about the farmers markets and how the City should be supporting the groups. It will help the children learn how to stay healthy and eat healthier. She would appreciate having a part time gardener and asked if this could be included in the budget.

Mr. Chris Taylor

Davenport Street
Bridgeport, CT

General

Mr. Chris Taylor of Davenport Street came forward and spoke in support of Mr. Don Wilson

Mr. Taylor said that he would like to speak in support of Ms. Lee and wanted to know what happen with the process. Her car was legally parked in her driveway and towed away. The Police Department could garner some good press by handling this properly.

Mr. Taylor said that he would like to address the issue regarding Mr. Young and asked if there was a solution to the problem.

ADJOURNMENT

Council President Nieves closed the public speaking portion at 7:17 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 1, 2018

7:00 PM

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

Mayor Ganim called the City Council to order at 7:25 p.m.

PRAYER

Mayor Ganim requested Council Member McBride-Lee to lead those present in prayer.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

The City Clerk called the roll.

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

A quorum was present.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 4, 2018

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE CITY COUNCIL MINUTES FOR SEPTEMBER 4, 2018.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES FOR SEPTEMBER 4, 2018 PASSED UNANIMOUSLY.**

City of Bridgeport
City Council
Regular Meeting
October 1, 2018

ITEM FOR IMMEDIATE CONSIDERATION:

184-17 Resolution presented by Council Member(s) Newton & Nieves re: Proposed resolution regarding Compliance of Board Members and Commissioners with Required Residency Reporting, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER NEWTON MOVED TO INCLUDE THIS ITEM WITH THE RESOLUTIONS TO BE REFERRED AS A REFERRAL TO ORDINANCE COMMITTEE.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER NEWTON MOVED TO COMBINE THE COMMUNICATIONS TO BE REFERRED TO COMMITTEE AND THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC. INCLUDING AGENDA ITEM 184-17 AS FOLLOWS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

171-17 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

172-17 COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL DEVELOPMENT COUNCIL REGARDING ECONOMIC AND COMMUNITY DEVELOPMENT FINANCIAL CONSULTING SERVICES, REFERRED TO CONTRACTS COMMITTEE.

173-17 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH SANDRA LEE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

176-17 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE URBAN ENTERPRISE ZONE ASSESSMENT DEFERRAL FOR A QUALIFIED DEVELOPMENT LOCATED AT 515 WEST AVENUE, REFERRED TO JOINT COMMITTEE ON MISCELLANEOUS MATTERS AND BUDGET AND APPROPRIATIONS.

177-17 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION TO PROCEED WITH THE FINAL DESIGN AND CONSTRUCTION OF THE PEQUONNOCK RIVER TRAIL EXTENSION MADE POSSIBLE BY CONNECTICUT DEPARTMENT OF TRANSPORTATION CONGESTION MITIGATION & AIR QUALITY (CMAQ) GRANT, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

178-17 COMMUNICATION FROM FINANCE RE: PROPOSED RESOLUTION APPROVING FINANCING IN THE AMOUNT OF \$25,000,000 FOR THE DESIGN, REHABILITATION, UPGRADING AND CONSTRUCTION OF VARIOUS IMPROVEMENTS TO THE COMBINED SEWER OVERFLOW FACILITIES, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

179-17 COMMUNICATION FROM FINANCE RE: PROPOSED RESOLUTION APPROVING FINANCING IN THE AMOUNT OF \$75,000,000 FOR THE DESIGN, REHABILITATION, UPGRADING AND CONSTRUCTION OF VARIOUS RENOVATIONS AND IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT PLANTS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

180-17 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF TAX ANTICIPATION NOTES (TANS) – TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY – FY 2019, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

181-17 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF GRANT ANTICIPATION NOTES (GANS) – TO PAY CERTAIN SCHOOL BUILDING PROJECT EXPENSES IN ANTICIPATION OF STATE GRANTS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

182-17 COMMUNICATION FROM OPM RE: PROPOSED ENERGY CONSULTING SERVICES AGREEMENT WITH TITAN ENERGY NEW ENGLAND, INC. FOR CONSULTING SERVICES WITH RESPECT TO MANAGING RENEWABLE ENERGY CREDITS, REFERRED TO CONTRACTS COMMITTEE.

183-17 COMMUNICATION FROM OPM RE: PROPOSED ENERGY MASTER SERVICE AGREEMENT WITH ENERWISE GLOBAL TECHNOLOGIES, INC. D/B/A CPOWER TO PROVIDE ON PEAK DEMAND ENERGY RESPONSE MANAGEMENT, REFERRED TO CONTRACTS COMMITTEE.

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

174-17 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) SPAIN & LYONS RE: PROPOSED RESOLUTION FOR THE BRIDGEPORT CITY COUNCIL TO CONSIDER IF MS. ELEANOR GUEDES, A MEMBER OF THE CITY'S CIVIL SERVICE COMMISSION, VIOLATED BOTH THE CITY'S CHARTER, CHAPTER 2, SECTION 13 AND THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2, SECTION 2.02.080 WHILE BEING REGISTERED TO VOTE IN TRUMBULL FROM JUNE 2017 THROUGH JANUARY 2018, REFERRED TO ORDINANCE COMMITTEE.

175-17 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) JACKSON, NEWTON, & N. SMITH, RE: PROPOSED RESOLUTION AUTHORIZING BRIDGEPORT BOARD OF EDUCATION TO PROVIDE A SAFE SCHOOL CLIMATE AND TO REPORT BULLYING, HARASSMENT, DISCRIMINATION AND INTIMIDATION, REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.

184-17 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON & NIEVES RE: PROPOSED RESOLUTION REGARDING COMPLIANCE OF BOARD MEMBERS AND COMMISSIONERS WITH REQUIRED RESIDENCY REPORTING REFERRED TO THE MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***150-17 Economic and Community Development and Environment Committee Report re: Grant Submission: Center for Disease Control (CDC) for Racial and Ethnic Approaches to Community Health (REACH) Grant Program (#19322).**

***151-17 Economic and Community Development and Environment Committee Report re: Grant Submission: U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program (#9P663).**

***157-17(PHO)Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for October 15, 2018: Disposition of City-Owned Properties (5) by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations.**

***137-17 Miscellaneous Matters Committee Report re: Refund of Excess Payments – WR Group 430 Huntington Turnpike LLC.**

***138-17 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Cooperative Land & Lease LLC RE: 434 Grand Street.**

***142-17 Miscellaneous Matters Committee Report re: Reappointment of Sauda Efia Baraka (R) to the Library Board of Directors.**

***158-17 Miscellaneous Matters Committee Report re: Refund of Excess Payments – LERETA.**

***167-17 Miscellaneous Matters Committee Report re: Resolution in support of an accurate 2020 Census and to create a “Complete Count Committee” with local outreach, assistance and promotion.**

***168-17 Miscellaneous Matters Committee Report re: Resolution to express opposition to the addition of the “Citizenship Question” regarding the 2020 Census.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Newton requested that Agenda Item 142-17 be removed.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

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

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

***157-17(PHO)ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR OCTOBER 15, 2018: DISPOSITION OF CITY-OWNED PROPERTIES (5) BY AUCTION, BY SALE TO ABUTTER, OR BY SALE TO COMMUNITY BASED HOUSING DEVELOPMENT CORPORATIONS.**

***137-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – WR GROUP 430 HUNTINGTON TURNPIKE LLC.**

***138-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – COOPERATIVE LAND & LEASE LLC RE: 434 GRAND STREET.**

***158-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – LERETA.**

***167-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION IN SUPPORT OF AN ACCURATE 2020 CENSUS AND TO CREATE A “COMPLETE COUNT COMMITTEE” WITH LOCAL OUTREACH, ASSISTANCE AND PROMOTION.**

***168-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION TO EXPRESS OPPOSITION TO THE ADDITION OF THE “CITIZENSHIP QUESTION” REGARDING THE 2020 CENSUS.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

142-17 Miscellaneous Matters Committee Report re: Reappointment of Sauda Efia Baraka (R) to the Library Board of Directors.

Council Member Newton said that Ms. Baraka was the chairman of the Working Families Party and he could not vote for anyone who would be voting against Democrats. Council Member Vizzo-Paniccia said that she had never heard any conflict and that the Miscellaneous Matters committee had voted unanimously to support the item.

Council Member Taylor-Moye said that the council member had asked the Committee to look at this again. She said that she was willing to do her due diligence.

Council Member Langan said he appreciated where Council Member Newton was coming from. However, Council Member Langan was not sure that using the fact that her political standing would be a factor. The Working Families Party will always have a candidate running and that person may be running against another Democrat.

Council Member Newton said that he did not get the opportunity to ask the questions he wanted. The Library Board is not a judgeship, just like the Police commission is not a judgeship. Anything over 10 years tells him that if the individual can't get the project completed in 10 years, they are not going to do it in 20 years.

Council Member Zambrano Viggiano said that she had not been aware of the Working Families Party.

**** COUNCIL MEMBER NEWTON MOVED TO REFER AGENDA ITEM 142-17 BACK TO COMMITTEE.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

**** THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (C. SMITH, TAYLOR-MOYE, BROWN, DEFLIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, JACKSON, N. SMITH, MARTINEZ AND NEWTON) AND FOUR (4) AGAINST (SPAIN, BANTA, LANGAN, AND VIZZO-PANICCIA).**

MATTERS TO BE ACTED UPON:

90-17 Miscellaneous Matters Committee Report re: Appointment of Edward J. McLaine (R) to the Zoning Board of Appeals.

**** COUNCIL MEMBER N. SMITH MOVED THE ITEM.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Lyons said that the candidate had some questions to answer that were raised by another Republican.

**** COUNCIL MEMBER LYONS MOVED TO SEND THE ITEM BACK TO COMMITTEE.**

Mayor Ganim ruled that the motion to send the item back to Committee was out of order.

Council Member Newton asked if Council Member Lyons was saying that any candidate that was affiliated with their Party needed their Party's endorsement to fill a vacancy on a Board or Commission.

Council Member N. Smith said that Mr. McLaine came to the Miscellaneous Matters Committee and presented all the information to the Committee.

Council Member Martinez called the question and requested a roll call vote.

**** THE MOTION TO APPROVE THE APPOINTMENT OF EDWARD J. MCLAINE (R) TO THE ZONING BOARD OF APPEALS PASSED WITH THIRTEEN (13) (TAYLOR-MOYE, BROWN, DEFLIPPO, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, JACKSON, N. SMITH, MARTINEZ AND NEWTON) AND SIX (6) AGAINST (C. SMITH, SPAIN, BANTA, LYONS, LANGAN, AND VIZZO-PANICCIA).**

ADJOURNMENT

**** COUNCIL MEMBER BROWN MOVED TO ADJOURN.**

**** COUNCIL MEMBER JACKSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 8:00 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Service



OFFICE OF THE CITY CLERK
RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE

18 SEP 28 AM 9:05

WITNESSED BY _____
CITY CLERK

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 184-17
Submitted by: Councilman Ernest E. Newton, D-139th
Councilmember(s): Co-Sponsors: Council President Aidee Nieves, D-137th
Subject: Compliance of Board Members and Commissioners with Required Residency Reporting
Referred to Committee: ~~Immediate Consideration~~ *changed to Ref'd to Ordinance Committee*
City Council Date: October 1, 2018 *(Off The Floor)*.

WHEREAS, the City of Bridgeport has over 20 boards and commissions that serve a variety of valuable missions--from ensuring that properties are fairly assessed to deciding matters of importance to wetlands; and

WHEREAS, all individuals who serve on a board or commission are approved by the City council and serve at the pleasure of the sitting mayor; and

WHEREAS, the Bridgeport City Charter Chapter 2, Section 13 sets forth a "Residency Requirement", as follows, for service as a member of a city board or commission:

"Except as otherwise provided in this charter, no person shall be appointed to any board or commission established by this charter who is not a resident and registered voter of the city"; and

WHEREAS, the City of Bridgeport Code of Ordinances, section 2.02.080, requires annual reporting of residential address of members of boards and commissions, as well as all municipal elected officers, to the City of Bridgeport Town Clerk's office; and

WHEREAS, section 2.02.080 of the City of Bridgeport Code of Ordinances requires that *"any change of residence address during service as an elected officer or board member must be reported to the town clerk's office within thirty (30) days of such residency change" and that "failure to abide by section 2.02.080 by a board or commission member (mayoral-appointed or otherwise) may result in referral to the mayor and city council for removal pursuant to the Charter of the City of Bridgeport, Chapter 2, Section 17. Removal of Certain Officers"; and*

WHEREAS, Chapter 2, Section 17 of the City of Bridgeport Charter states as follows:

"... If ... a majority of the members of the city council believes that any person appointed to office by the city council is incompetent or guilty of misfeasance or malfeasance... upon thirty (30) days written notice, [the city council can] summon the officer to appear before the city council at a place and time specified in such summons to show cause why he/she should not be removed from office, such summons shall include a written statement of the charges against the officer. If, after full hearing, the city council finds that such officer is ... guilty of misfeasance or malfeasance, it may, upon the affirmative vote of two-thirds of the members of the city council remove such person from his/her office"; and

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council calls on Mayor Joseph Ganim to ask for the resignation of all board members and commissioners who have not filled out the residency forms required under City Ordinance; and

BE IT FURTHER RESOLVED, any board member or commissioner not filling out a residency form and failing to resign will be summoned before the Council for removal as dictated by City Ordinance.



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)



City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

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

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM. 171-17 Accepted and Made Part of the Record (10-1-2018)

September 25, 2018

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

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

Please be reminded that this not being an election year for city council, all items will carry over into the next council session, and will not be filed sine die.

Respectfully submitted,

Lydia N. Martinez
City Clerk

RECEIVED
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18 SEP 25 AM 11:07
ATTEST
CITY CLERK

**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 1, 2018**

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report.		
		Budget Update from City Department: (None)		

****No Items Currently Pending in Committee at this time****

**CONTRACTS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 1, 2018
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
<p>**No Items Currently Pending in Committee at this time**</p>				

**EDUCATION & SOCIAL SERVICES
COMMITTEE
PENDING ITEM
As of October 1, 2018**

Number	Type	Summary	Submitted by:	Date
149-17	Res.	Proposed Resolution requesting the Establishment of a Bullying Prevention Task Force in the Bridgeport Public Schools District.	Karen Jackson, D-138th	Referred to Council on 8/6/2018 Tabled by Committee on 9/12/2018

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 1, 2018 PAGE 1 of 2**

Number	Type	Summary	Submitted by:	Date
27-17	Res.	Proposed residency resolution concerning the hiring of city residents to fill "open competitive" employment positions.	Ernest E. Newton, II Councilmember, D-139 th	01/02/2018 , Ref'd to City Atty's Office on: 01/03/2018 , Tabled on: 01/23/2018 , 03/27/2018 , 04/24/2018
34-17 (Ref. #141-16)	Res.	Proposed resolution regarding the reversal of the 2017 Amendments to Chapter 3.20 - Tax Incentive Development Program of the Municipal Code of Ordinances.	Ernest E. Newton, II & Eneida Martinez, Councilmember(s), D-139 th	01/16/2018 , Ref'd to City Atty's Office on: 01/17/2018 , Tabled on: 01/23/2018 , 03/27/2018 , 04/24/2018 , Approved by Committee on: 07/24/2018 , Tabled by City Council on: 08/06/2018 , Tabled by City Council & Ref'd back to Committee on: 09/04/2018
35-17 (Ref. #141-16)	Res.	Proposed resolution regarding the reversal of the 2017 Amendments to Chapter 3.24 - Affordable Housing Tax Incentive Development Program of the Municipal Code of Ordinances.	Ernest E. Newton, II & Eneida Martinez, Councilmember(s), D-139 th	01/16/2018 , Ref'd to City Atty's Office on: 01/17/2018 , Tabled on: 01/23/2018 , 03/27/2018 , 04/24/2018 , Approved by Committee on: 07/24/2018 , Tabled by City Council on: 08/06/2018 Tabled by City Council & Ref'd back to Committee on: 09/04/2018
55-17	Res.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 13.04 - Utilities amend Section 13.04.040 - Board of Directors, Subsection (A)	Councilmember(s) Eneida Martinez, D-139 th Co-Sponsors: E. Newton, M. Brown, R. Roman-Christy, P. Spain, M. Valle, J. Herron, J. Banta, C. Smith, D. Taylor-Moye, A. Castillo, K. Langan, K. Jackson M. McBride-Lee, N. Smith, M. Viggiano	02/20/2018 , Ref'd to City Atty's Office on: 02/22/2018 , Tabled by Committee on: 03/27/2018 , 04/24/2018 , 08/28/2018

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 1, 2018, PAGE 2 of 2**

Number	Type	Summary	Submitted by:	Date
56-17	Res.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 13.04 – Utilities, amend Section 13.04.050 – Terms of Office.	Councilmember(s) Eneida Martinez, D-139 th Co-Sponsors: E. Newton, M. Brown, R. Roman-Christy, P. Spain, M. Valle, J. Herron, J. Banta, C. Smith, D. Taylor-Moye, A. Castillo, K. Langan, K. Jackson, M. McBride-Lee, N. Smith, M. Viggiano	02/20/2018 , Ref'd to City Atty's Office on: 02/22/2018 , Tabled by Committee on 03/27/2018 , 04/24/2018 , 08/28/2018
57-17	Res.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 13.04 – Utilities, amend Section 13.04.380 – Collection of Past Due Accounts and Late Payment Penalties.	Councilmember(s) Eneida Martinez, D-139 th Co-Sponsors: E. Newton, M. Brown, R. Roman-Christy, P. Spain, M. Valle, J. Herron, J. Banta, C. Smith, D. Taylor-Moye, A. Castillo, K. Langan, K. Jackson, M. McBride-Lee, N. Smith, M. Viggiano	02/20/2018 , Ref'd to City Atty's Office on: 02/22/2018 , Tabled by Committee on: 03/27/2018 , 04/24/2018 , 08/28/2018
117-17	Comm.	Proposed Resolution regarding the creation of an Ordinance for the Establishment of the Bridgeport "Percent for Art" Development Program.	Councilmember(s): M. Brown, K. Langan, A. Nieves, E. Martinez, P. Spain, T. McCarthy, K. Jackson, M. Valle, C. Smith & J. Herron	06/04/2018 , Ref'd to City Atty's Office on: 06/06/2018 , Approved by Committee on: 07/24/2018 , Tabled by City Council on: 08/06/2018 Tabled by City Council & Ref'd back to Committee on: 09/04/2018
161-17	Res.	Proposed Amendments to the Municipal Code of Ordinances, Title 6 – Animals, amend to add new Chapter 6.08 – Wild and Exotic Animal Acts, Rides, Performances and Traveling Exhibitions Prohibited.	Council Member(s) Kyle Langan & Co-sponsor(s): M. Brown, D. Taylor-Moye, J. Herron, P. Spain, M. Lyons, E. Martinez, & K. Jackson.	09/04/2018 Ref'd to City Atty's Office on: 09/05/2018

**PUBLIC SAFETY & TRANSPORTATION
COMMITTEE
PENDING ITEMS
October 1, 2018**

Number	Type	Summary	Submitted by:	Date
153-17	Res.	Proposed Resolution requesting that the stretch of public road around St. Mary's by the sea from the westernmost edge of the property line of the Black Rock Yacht Club to the westernmost edge of the property line of 923 Gilman Street be designated as Eames Boulevard.	Councilmember Pete Spain, D- 130th	Referred to Committee on 8/6/18 Tabled 9/5
164-17	Comm.	Grant Submission: re U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) for FY2018 Local Solicitation. (#19312)	Isolina DeJesus, Administrative Manager, Central Grants Office	Referred to Committee on 09/04/2018
169-17	Res.	Honorary Street Naming of a portion of Frank Street as "Paul Mendes Way".	Alfredo Castillo, D-136th Co-Sponsors: Maria Zambrano Viggiano, Ernest E. Newton	Referred to Committee on 09/17/2018
170-17	Res.	Proposed resolution recognizing White Nationalist and Neo-Nazi Groups as Terrorist Organizations.	Councilmembers Marcus Brown, D-132nd Co-Sponsors: Maria Zambrano- Viggiano, Eneida Martinez, Jeannette Herron, Kyle Langan	Referred to Committee on 09/17/2018

**SPECIAL COMMITTEE ON RULES
PENDING ITEMS
AS OF
OCTOBER 1, 2018**

Number	Type	Summary	Submitted by:	Date
09-17	Res.	Proposed Resolution regarding Annual Review of and Recommendations on Council's "Rules of Order".	Pete Spain, Councilmember, D-130 Co-Sponsors: Councilmember Kyle Langan, D-132nd, Councilmember Marcus A. Brown, D-132nd	Referred to Committee on 12/04/2017 (OFF THE FLOOR) Tabled by Committee on 12/27/2017 Changed to Special Committee on Rules 1/22/2018
13-17	Res.	Proposed Resolution Establishing Term Limits for City Boards and Commission.	Ernest E. Newton, Councilmember, D-139th	Referred to Committee on 12/18/2017 Tabled on 1/22/18 Tabled on 2/26/18 Tabled on 5/24/18 ***Change to Special Committee on Rules on 6/26/2018
29-17	Res.	A review of and proposed amendments to the Rules of the City Council as adopted on December 4, 2017.	Council President, Aidee Nieves, D-137 th	Ref'd on: 01/02/2018 (Off the Floor), Ref'd to City Atty's Office on: 01/03/2018



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. #172-17 Ref'd to Contracts Committee on 10/01/2018. WILLIAM J. COLEMAN

Deputy Director

September 11, 2018

The Honorable City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Authorization of PSA – Economic Development Financial Consultant Services

Dear Madam City Clerk:

The attached resolution is for referral to the Contracts Committee. It authorizes a Professional Services Agreement for the provision of Economic and Community Development Financial Consulting Services pursuant to the results of a public RFQ conducted by OPED.

OPED will be in attendance at the Contracts Committee meeting to discuss this matter and address any questions. Thank you.

Truly Yours,

Bill Coleman
Deputy Director

C: Tom Gill, Director, OPED
Attorney Ron Pacacha, Esq.

RECEIVED
CITY CLERKS OFFICE
18 SEP 20 AM 9:38
TEST
CITY CLERK

**A Resolution by the Bridgeport City Council
Authorizing a Professional Services Agreement for the Provision of
Community and Economic Development Financial Consulting Services**

WHEREAS, from January 24th through February 9th of 2018, the Office of Planning and Economic Development (“OPED”) conducted a public Request for Qualifications (“RFQ”) for Economic and Community Development Financial Services; and

WHEREAS, the National Development Council (“NDC” – the “Consultant”), with its Connecticut Office located in Bridgeport, emerged from the RFQ 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 OPED will be utilizing operational 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.

AGREEMENT BY AND BETWEEN
CITY OF BRIDGEPORT, CT
AND
NATIONAL DEVELOPMENT COUNCIL
REGARDING

COMMUNITY AND ECONOMIC DEVELOPMENT ADVISEMENT

This Agreement is made and entered into this ___ day of August, 2018 by and between the **CITY OF BRIDGEPORT, CONNECTICUT**, a municipal body corporate and politic whose address is 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter called the "CITY" or "Client") and **NATIONAL DEVELOPMENT COUNCIL** (hereinafter referred to as "NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 24 Whitehall Street New York, New York 10004.

WITNESSETH THAT:

WHEREAS, NDC is the oldest national economic development non-profit with a focus in creating housing, jobs, and communities for our clients. From 1969 to the present, our work has been guided by our overarching mission to deliver capital where it is needed most by assisting our clients to leverage available resources for the greatest possible impact.

WHEREAS, NDC works exclusively on behalf of municipalities and local development corporations to "lessen the burdens of government" and protect the interest of our municipal partners.

WHEREAS, NDC is uniquely suited to provide consulting services to because of extensive experience in the field, professional capacity and depth, and a deep knowledge of federal and state resources.

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing its expertise in economic and community development activities and housing.

WHEREAS, the City is desirous of continuing to receive professional services of an advisor to develop and assist in the implementation of the City's community and economic development programs;






WHEREAS, NDC has for years provided the City with such economic and community development services and has become a valuable resource for the economic development delivery system in the City of Bridgeport;

WHEREAS, NDC has established a Connecticut office in the City of Bridgeport;

WHEREAS, NDC is willing to continue to provide, on such terms and conditions as are hereinafter provided, technical assistance to the City utilizing its expertise in economic and community development

activities and housing.

WHEREAS, NDC undertakes our work through two areas of activity focus: capacity building and financing and development, as shown below. In both areas, we bring resources to the implementation side of development projects through either technical assistance or direct capital.

CAPACITY		FINANCING & DEVELOPMENT		
Technical Assistance	Training & Certification	Corporate Equity Fund	Grow America Fund	HEDC
				
<p>Technical Assistance – NDC field directors help define, design and execute development and business finance initiatives</p> <p>Training — NDC instructors teach the skills and knowledge needed to successfully facilitate housing and economic development projects</p>		<p>Corporate Equity Fund - NDC serves as a development partner as well as provides syndicated investments in low income and historic tax credits</p> <p>Grow America Fund – NDC creates jobs through SBA lending that focuses on LMI as well as W/MBE businesses</p> <p>Housing & Economic Development Corporation (HEDC) – A 501(c)3 non-profit affiliate of NDC finances and builds community and public facilities on behalf of our client communities through public-private partnerships and new markets tax credits</p>		

WHEREAS, the Client desires to receive professional services, has issued a request for qualifications, and has selected NDC from the other candidates as the most qualified and suitable to assist in the implementation of the City's community and economic development programs;

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The City believes that NDC represents that it regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the City with assistance that the City has requested, which is generally described as in Exhibit A (the "Services"). NDC agrees to perform such Services as are requested by the City and to provide such other services, as NDC and the City deem necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the Services to be offered to the City by NDC. In performing the requested Services, NDC shall consult with the Client's representatives who, at the inception of this Agreement are Thomas Gill, Director of the Office of Planning and Economic Development ("OPED"), and William Coleman, Deputy Director of OPED, and shall meet, as appropriate, with such representatives or other entities when requested and as necessary, including without limitation, State of Connecticut Department of Economic and Community Development, Connecticut Housing Finance Authority, Connecticut Development Authority, U.S. Department of Housing and Urban Development, commercial bank representatives, developers, community development corporations, economic development intermediaries, and Federal economic and housing officials.

The person in charge of administering this Agreement on behalf of the City shall be William Coleman, Deputy Director of OPED, or other such person as the City of Bridgeport shall designate in writing.

The person(s) responsible for the services to be rendered on behalf of NDC shall be Kevin Gremse, Matthew Wexler, or Ken Baker, Directors of NDC, or other qualified persons as designated in writing by NDC and accepted by the City.

II. DURATION, TERMINATION

NDC agrees to commence work for the City effective August 1, 2018 and shall continue providing technical assistance for twelve (12) months or until this Agreement is earlier terminated. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 48 hours after receipt of such notice. This Agreement is renewable and effective upon written notice to NDC from the City. Such written notice will be provided within thirty (30) days before the end of the contract term. In the event of renewal of this Agreement, the compensation payable for such renewal period shall be as provided in Section III.

III. COMPENSATION

The City shall compensate NDC for performance of Services received hereunder in a total amount not to exceed ninety thousand dollars (\$90,000). The City's portion will be payable in twelve (12) monthly installments of seven thousand five hundred dollars (\$7,500) billed in arrears for the Services rendered during the previous month. The base fee amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for

all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the City and the NDC. Payment by the City for Services rendered under this Agreement evidences the City's acceptance of such Services rendered in the invoice for which payment is made in accordance with the terms of the Agreement.

IV. MISCELLANEOUS PROVISIONS

- 4.1 **Ownership of Material and Documents.** All final reports and other materials prepared by NDC for the City shall be the property of the City, however all work papers and other source materials shall be the property of the NDC. NDC shall deliver such materials to the City in accordance with the terms and conditions of this Agreement. City shall not, without NDC's written consent, associate NDC's name with the report\product, if a subsequent change is made in such report\product after submission and receipt by the City.
- 4.2 **Right to Audit.** NDC shall establish and maintain appropriate procedures which will assure the proper accounting of all funds paid to it under this Agreement. City or any of their duly authorized representatives shall have access to any books, documents, papers and records of NDC and/or its subcontractors which are directly pertinent to a specific program for the purpose of making an audit, an examination, excerpts and transcriptions. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention allowed by Connecticut law or official policy, all books, records and supporting details shall be retained for a period of at least five (5) years after the expiration of the term of this Agreement.
- 4.3 **Confidentiality of Reports.** NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and which the City designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of City or as required by a court of law or administrative agency.
- 4.4 **Equal Opportunity.** NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the City, and that party may be declared ineligible for further City contracts.
- 4.5 **Conflicts of Interest.** No elected or appointed City official, officer, department head or employee of the City or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

4.6 **Notices.** All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.

4.7 **Responsibility for Claims-Mutual Indemnification.** City agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys fees) arising from injury to person including death or personal property or otherwise caused by or resulting from the City's sole proximate cause in furtherance of the work described herein. NDC agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence.

NDC agrees to indemnify and save harmless City, elected and appointed officials, officers, directors, employees, contractors and agents from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person including death or personal property or otherwise caused by or resulting from NDC's activities in furtherance of the work and Services described herein. City agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of City's bad faith, willful misconduct or gross negligence that is the sole proximate cause of such damage.

The indemnifications contained in this paragraph 4.7 shall survive performance of this Agreement or its earlier termination.

4.8 **Release of News Information.** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the City.

4.9 **Compliance with Laws.** NDC agrees to comply with all applicable federal, state and local laws in the conduct of the Services hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Connecticut.

4.10 **Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.

4.11 **Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

4.12 **Dispute Resolution:** Resolution of Disputes and Choice of Law. The parties agree that all disputes between them, if they cannot be resolved by mutual agreement, shall be resolved by a court of competent jurisdiction located in Fairfield County, Connecticut. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT.

- 4.13 **Supplemental Provisions.** Either party may require supplemental provisions which will govern the agreement between the parties by attaching hereto such supplemental provisions as Exhibit "C". The cost of supplemental provisions is not included in the contract price quoted in III above. The City will only reimburse the cost of supplemental provisions if NDC obtains written approval within thirty (30) days prior to the expenditure.
- 4.14 **Acknowledgement.** The City expressly acknowledges that all opinions and advice (written or oral) given by NDC to the City in connection with NDC's engagement are intended solely for the benefit and use of the City in considering one or more aspects of a particular project or transaction being contemplated and the City agrees that no such opinion or advice shall be used for any other purpose or reproduced, discriminated, quoted or referred to at any time without the prior written consent of NDC.
- 4.15 **Disclaimer.** The City is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims any intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder. Upon the request of City, NDC may, but is not required to, participate in the development of any project in such capacity as the parties may mutually agree.
- 4.16 **Entire Agreement.** This Agreement and the exhibits and schedules attached hereto contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.
- 4.17 **Approval.** This Agreement will become effective after approval by the Bridgeport City Council and delivery of a fully-executed original hereof to NDC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF BRIDGEPORT:

NATIONAL DEVELOPMENT COUNCIL:

By: _____
Thomas Gill
Director

By: _____
Daniel Marsh III
President

NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A

The Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The City and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- A. Assist the Client in the design, implementation, and monitoring of the financing elements of an economic development and/or small business development plan of the Client. The professional services may include some or all of the following;
- Managed Disposition of publicly owned sites
 - NDC's starting point in any public-private development is to distill the complexities of the project to basic types of information that need to be communicated to make the opportunity attractive to potential development partners. NDC's experience is that a "Managed Disposition" involving the use of both a request for qualifications ("RFQ") and request for proposals ("RFP") results in the highest mutually beneficial outcomes.
 - Tax Incentives
 - NDC can assist with local policy with respect to real estate tax incentives, including both tax increment financing (TIF) and tax abatements. NDC can assist client with right sizing the tax incentive for purposes of creating financial feasibility without providing undue enrichment.
 - HUD Programs
 - NDC is vastly experienced with economic and housing development tool kit from the U.S. Housing and Urban Development (HUD). NDC can assist with the programmatic and financial underwriting for the use of CDBG, HOME, and Section 108 loan guarantee program.
 - Small Business Lending
 - During the course of its fifty years, NDC staff has been extensively involved with creating access to lower costs long-term capital for small businesses. NDC can assist client with programmatic development and the creation of policies and procedures for small business lending.
 - Gap Analysis
 - Assist the Client in the evaluation of specific requests for financial participation and determine the appropriate sizing and terms for such assistance, structuring the financial assistance to meet the financial needs of the project without providing "undue enrichment" to the developer.
- B. Assist the City in the design, implementation, and monitoring of the financing elements of an economic development plan and small business development of the City.

- C. Determine the most appropriate approach to utilize up to \$30 million in City capital funds to leverage private investment and fill funding gaps for prioritized developments in the City. NDC will deliver a memorandum to City officials on the need for and the sizing of such assistance as a means of filling gaps without unduly enriching the projects and the recipients.
- D. Review the "Tax Development Policy" established by the City and provide suggestions for refining and modifying it to meet the needs of the marketplace and projects seeking such assistance.
- E. Review the applications for assistance under the "Tax Incentive Development Policy," conduct an initial financial analysis to determine the need for such assistance, and prepare written memorandum on the economic justification for assistance and the sizing and terms of such assistance.
- F. Provide continued update on the new federal tax incentive available through the recently designated **Opportunity Zones**, which provide capital gains tax relief to individual investors who invest in Opportunity Zone Funds. NDC will provide guidance for the creation of such funds and provide assistance for profiling targeted real estate developments and businesses which are seeking private equity investment in exchange capital gains tax deferrals, reductions, and exemptions.
- G. At the City's request, NDC will review and evaluate projects being considered by the City for community and economic development assistance. This assistance provided by NDC may include, but not be limited to:
- Evaluating developer experience and capacity.
 - Financial review of the sources and uses, operating proformas, and financial statements in order to determine financial feasibility of proposed developments.
 - Determination of the appropriateness of City financial support for proposed developments, in the form of tax abatements, discounted land sale/leases, or direct financial participation through entitlement funds such as CDBG or HOME,
 - Financial layering analysis in instances in which HOME or CDBG funds are used to assist third party businesses and/or developers, as per the code of federal regulations governing HOME and CDBG,
 - Financial structuring of deals with available public sector economic development programs.
 - Review of appraisals, cost assumptions, capital budgets, operating statements, marketing date and other funding commitments.
 - Advising on tax credit equity sources, requirements and structuring.
 - Identifying other funding sources for the range of commercial, industrial, and residential real estate and business credit deals.
 - Assisting with development issues during pre-development and development.
 - Structuring loan documents and development agreements.
 - Advising on program regulations issues.

- H. NDC will provide technical support and/or financial analysis to the City with respect to its economic and housing development program proposals.
- I. NDC will provide technical assistance and advocacy in the City's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:

Federal Resources

- Community Development Block Grant (CDBG) program
- HOME Investment Partnership program
- HUD Section 108 loans,
- U.S. Department of Commerce Economic Development Administration (EDA)
- U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund,
- U.S. Small Business Administration 7(a), 504, and Microenterprise programs
- New Markets Tax Credits(NMTC)
- Federal Home Loan Bank Community Investment Program
- Rehabilitation Tax Credits (Historic Tax Credits)
- Low Income Housing Tax Credits (LIHTC)
- Renewable Energy Investment Tax Credits

State of Connecticut resources

- Department of Economic and Community Development
 - Department of Housing
 - Connecticut Housing Finance Agency
 - Community Economic Development Fund
 - Connecticut Economic Resource Center
 - Connecticut Housing Investment Fund
- J. At the City's election, provide four (4) scholarships to be used by City staff for attendance in NDC's "Economic Development Finance Professional Certification" or "Housing Development Finance Professional" training program or provide "in-house" staff training to City staff.
 - K. Conduct up to three days of in-house training for city staff and other economic development professionals in the Bridgeport market. The training curriculum can be extracted from NDC nationally economic and housing development finance certification series and modified to the needs of the Bridgeport market. Such NDC training can also include training sessions for elected officials, including City Council members, on economic development finance and the practical use of financial incentives to attract development and investment.
 - L. NDC will review, as directed, the City's established economic development and/or housing development programs, including but nit limited to;

- Community Capital Fund
- Section 108 Loan Guarantee Program
- CDBG
- HOME Investment Partnership Program

Such review will address the following items

- Program goals
- Eligibility criteria
- Underwriting criteria
- Program documents
- Internal administration of application and approval processes

- M. NDC will continue a sub-contractual agreement with The Grow America Fund, Inc. ("GAF"). NDC and GAF will assist the City in the administration of a self-sustaining community economic development loan pool for Bridgeport businesses referred for consideration by the City.

NDC will direct and oversee, under its sub-contractual agreement with GAF, all activities to be performed. The GAF Subcontractor Agreement will require GAF to satisfy all applicable U.S. SBA requirements and regulations.

City and the GBF will authorize GAF to use its SBA license to make SBA guaranteed loans sponsored by City.

- N. Establish the City's participation "NDC New Markets," a designated Community Development Entity (CDE), through which New Markets Tax Credits (NMTCs) will flow to investors of qualified community development projects that benefit low and moderate-income communities in Bridgeport. Such participation in the CDE will enable City to access lower cost low term debt and equity sources for qualified community development projects in the City.

- O. NDC, alone and/or via authorized sub-contractors, will provide the City, upon its request, with other related community and economic development services. These services may include but need not be limited to:

- Establish City/NDC joint venture program for industrial and commercial development projects through Community Development Group, Inc. (CDG).
- Establish City's participation in NDC's 501(c)(3) Bond and Donation Program.
- Establish City's participation in NDC's "Corporate Equity Fund," a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
- Establish City's participation in all other programs as developed and introduced by NDC during the contract term.

- P. At the request of the City, and in furtherance of NDC Housing and Economic Development

Corporation's (HEDC) charitable public purpose, NDC agrees to use the not-for-profit development services of its affiliate to undertake sponsored development projects. Public Facility projects undertaken by HEDC will require the active participation of the CITY, and will only be undertaken if HEDC's Board of Directors determines that the development of the project is financially feasible, "lessens the burden of government", and meets HEDC's "charitable public purpose."

HEDC's activities will be undertaken as a separate program activity with fees for services rendered determined on a case-by-case basis. Development fees to the greatest extent possible will be included in the project's capital budget, and financed as part of the project.

Eligible project development fees shall include, but not be limited to, development risk fees, legal and accounting fees, asset management fees, and project management fees.

EXHIBIT 1
NDC DISCLAIMER

Standard disclaimer regarding NDC's compliance with Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and amended Section 15B of the Securities and Exchange Act of 1934 ("Exchange Act"):

The National Development Council is not a Registered Municipal Advisor as defined in Dodd-Frank and the Exchange Act and therefore cannot provide advice to a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including structure, timing, terms or other similar matters concerning such financial products or issues.

The general information contained in this document is factual in nature and consistent with current market conditions and does not contain or express subjective assumptions, opinions, or views, or constitute a recommendation, either express or implied, upon which a municipal entity or obligated person may rely with respect to municipal products or the issuance of municipal securities.

In connection with these matters, it is expressly understood by all parties that NDC is not acting as your agent, advisor, municipal advisor, or fiduciary. NDC may have financial and other interests that differ from yours. You should discuss the information contained herein with your own municipal, financial, legal, accounting, tax, and/or other advisors, as applicable, to the extent that you deem appropriate.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

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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 D. Liskov
Ronald J. Pacacha

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

COMM. #173-17 Ref'd Miscellaneous Matters
on 10/1/2018

September 13, 2018

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

RECEIVED
CITY CLERKS OFFICE
SEP 17 AM 11:57
CITY CLERK

**Re: Proposed Settlement of Pending Litigation in the Matter of
Sandra Lee v. City of Bridgeport
Docket No. FBT-CV-17-6062546-S**

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Sandra Lee	Personal Injury	Robert Lotty, Esq. Jontos & Lotty 1212 Post Road P.O. Box 218 Fairfield, CT 06824	OVER \$20,000.00

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

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Amanda Keppler, Paralegal



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM
Mayor

**Comm. #176-17 Ref'd to Joint Miscellaneous Matters and
Budget & Appropriations Committees
on 10/1/2018**

THOMAS E. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

September 11, 2018

The Honorable City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Authorization of Enterprise Zone Tax Assessment Deferral for 515 West Avenue

Dear Madam City Clerk:

The attached resolution is for referral to the Economic and Community Development and Environment ("ECDE") Committee. It would authorize the instatement of the City's Enterprise Zone 7-year tax assessment deferral benefit (the "Enterprise Zone Benefit") for the Bridgeport Neighborhood Trust's ("BNT") 48-unit residential development located at 515 West Avenue (the "Project").

As the resolution explains, the Project is eligible for the Enterprise Zone Benefit, which OPED administers under Ch. 3.28 of the City's Code of Ordinances. However, through an inadvertent mistake, BNT failed to apply for the Benefit within the timeframe established by Ordinance. Having missed the application deadline, the only way BNT can still receive the Enterprise Zone Benefit, to which it would have otherwise been entitled, is through specific City Council approval.

Representatives of BNT and of OPED will be in attendance at the ECDE Committee meeting to discuss this matter and address any questions. Thank you.

Joint on Budget & misc
Matters
9/27/18
To

Truly Yours,

Max Perez
Director of Business Development

C: Elizabeth Torres, Bridgeport Neighborhood Trust
Tom Gill, Director, OPED
Attorney Ron Pacacha, Esq.

RECEIVED
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18 SEP 26 AM 11:03
ATTEST
CITY CLERK

**A Resolution by the Bridgeport City Council
Authorizing the Urban Enterprise Zone Assessment Deferral
for a Qualified Development at 515 West Avenue**

Whereas pursuant to Chapter 585 of the Connecticut General Statutes and Chapter 3.28 of the Code of Ordinances of the City of Bridgeport (the “Ordinance”), there is established within the City of Bridgeport (the “City”) an Urban Enterprise Zone (the “Enterprise Zone”);

Whereas the Ordinance provides that, with respect to certain real property improvements created by certain qualifying real estate development projects (“Qualified Project”) within the Enterprise Zone, the assessment shall be fixed each year in accordance with a seven-year assessment deferral as more specifically detailed in the Ordinance (the “Enterprise Zone Benefit”);

Whereas the Ordinance requires that “to qualify for assessment deferral the property owner must file an application with the city no later than the date of issuance of a certificate of occupancy for the ... newly constructed building [and] ... within ninety days of the issuance of a building permit” (the “Timely Filing Requirement”); and

Whereas the Bridgeport Neighborhood Trust, acting through its ownership entity, Downtown West Gates Apartment Limited Partnership (the “Owner”), has developed a Qualified Project at 515 West Avenue, which is located within the Enterprise Zone but did not meet the Timely Filing Requirement and seeks appropriate relief from the City Council;

Now Therefore Be It Resolved:

The Owner has developed a Qualified Project at 515 West Avenue that has been confirmed by OPED but failed to meet the Timely Filing Requirement through an inadvertent mistake.

OPED has determined that the Qualified Project is entitled to the Enterprise Zone Benefit and would have been entitled to the same if it had satisfied the Timely Filing Requirement.

Notwithstanding the Owner's failure to meet the Timely Filing Requirement, the Owner is requesting the City Council to consider authorizing the Enterprise Zone Benefit for the Qualified Project.

The City Council understands and accepts the fact that the Owner made an unintentional mistake and that it should not be deprived of the Enterprise Zone Benefit and further believes that it is in the best interests of the City of Bridgeport to support the Qualified Project by authorizing the Enterprise Zone Benefit.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Bridgeport hereby authorizes the Enterprise Zone Benefit for the Owner's Qualified Project at 515 West Avenue.



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT


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

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

COM. #177-17 Ref'd to Public Safety & Transportation Committee
on 10/1/2018

TO: Honorable City Council

FROM: Lynn Haig 
Director of Planning

DATE: September 26, 2018

RE: Pequonnock River Trail Extension
Resolution to Proceed to Final Design and Construction

OPED, through the Planning Department, is managing a \$1.8 million grant project to design and construct the Pequonnock River Trail Extension, a bicycle trail which will connect Beardsley Park and Seaside Park. The project is made possible by a \$1.4 million federal Congestion Mitigation & Air Quality (CMAQ) grant managed by the Connecticut Department of Transportation (CTDOT), and a \$400,000 local match.

The project design consultant, NV5, has completed preliminary design and hosted three (3) informational meetings to familiarize the general public and adjacent property owners with the design. Public input was received and reviewed, with design accommodations made when practicable.

CTDOT requires a resolution from City Council to support the advancement of final design and subsequent construction.

I look forward to answering any questions you may have.

RECEIVED
CITY CLERKS OFFICE
18 SEP 26 PM 2:13
ATTEST
CITY CLERK

WHEREAS, the Pequonnock River Trail is a 16-mile bicycle route extending from the Monroe-Newtown border, through Monroe and Trumbull, and currently ending at Beardsley Park in Bridgeport; and

WHEREAS, the City of Bridgeport Office of Planning and Economic Development secured \$1.4 Million of federal Congestion Mitigation & Air Quality (CMAQ) funding managed by the Connecticut Department of Transportation, and provided a \$400,000 local match; and

WHEREAS, the total \$1.8 Million is being utilized to design and construct the remaining 3 miles to connect the Pequonnock River Trail between Beardsley Park and Seaside Park, identified as State Project 15-374; and

WHEREAS, OPED, in consultation with CTDOT, hired NV5 to design the remaining segment of the Pequonnock River Trail through Bridgeport, and

WHEREAS, the project design focuses on the creation of dedicated bicycle lanes where most feasible, and clear signage for bicycles along the entire length of the Trail; and

WHEREAS, the design is transitioning from preliminary design to final design; and

WHEREAS, three (3) public information meetings were conducted during July and August 2018, followed by an additional two-week public comment period; and

WHEREAS, the CTDOT requires City Council support to move the project into final design and construction;

NOW THEREFORE BE IT RESOLVED, that the City of Bridgeport, through its City Council, does support the advancement of design and subsequent construction of the City's "Pequonnock River Trail Extension," utilizing funds from the CMAQ Program, otherwise identified as State Project 15-374.



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

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

COMM. 178-17 Ref'd to Budget & Appropriations Committee
on 10/01/2018.

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance *K.A. Flatto*
Re: WPCA Bond Authorization Resolution \$25 million
Date: September 26, 2018

Bond Authorization Resolution to the City Council – referral to Budget and Appropriations

- Proposed WPCA \$25 million Sewer Overflow Facilities- Clean Water Bonding Authorization;

The City of Bridgeport Water Pollution Control Authority and the City Finance Department are recommending that the City Council adopt the following bonding authorization Resolution as follows:

The proposed WPCA \$25 million Sewer Overflow Facilities Clean Water Bonding Authorization is for upgrading water infiltration systems and facilities, with all such funding to be secured through State of CT agreements for use of Clean Water fund grants and loans, and not through City bond issuance. The WPCA Board is requesting this resolution which was prepared by Pullman and Comley.

The City has been quite successful in its recent borrowings and anticipates that the short-term borrowings and the WPCA borrowings will have no material impact on city finances.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Thomas Gaudett, Assistant to the Mayor
Angel DePara, Assistant to the CAO

RECEIVED
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18 SEP 27 AM 9:54
ATTEST
CITY CLERK

**CITY COUNCIL
CITY OF BRIDGEPORT**

**RESOLUTION APPROVING FINANCING IN THE AMOUNT OF \$25,000,000 FOR
THE DESIGN, REHABILITATION, UPGRADING AND CONSTRUCTION OF
VARIOUS IMPROVEMENTS TO THE COMBINED SEWER OVERFLOW
FACILITIES**

WHEREAS, the City of Bridgeport (the “City”) has been obligated since 1976 to provide a plan for the elimination of sewer overflows and by-passes and the elimination and/or reduction of storm water discharges to and/or infiltration into the sanitary sewerage system within the affected areas of the City and construct any necessary modifications to eliminate such overflows and reduce the peak flows received at the municipal sewerage treatment plants to a practical limit (collectively, the “CSO Facilities”) pursuant to orders issued by the State of Connecticut’s Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on a plan dated September, 2010 entitled “CSO Long Term Control Plan” which was reviewed and approved by the CT DEEP on June 14, 2018 and is the subject of Administrative ORDER WRMU 18002 (the “CSO LTCP”) the costs of designing, rehabilitating, upgrading and constructing improvements at the CSO Facilities (the “CSO Improvements”) are anticipated to be approximately \$25,000,000; and

WHEREAS, on September 18, 2018, the Water Pollution Control Authority of the City of Bridgeport (the “WPCA”) passed a resolution (i) approving the design and construction of various improvements at the CSO Facilities, in order that the CSO Facilities continue to comply with the State issued orders and all applicable federal, state and local law requirements, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction which are necessary to improve water quality, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the “Clean Water Fund Statutes”), and (iii) recommending to the City Council of the City of Bridgeport (the “City Council”) the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the “WPCA Resolution”).

NOW, THEREFORE, BE IT RESOLVED,

(a) That the City Council, having reviewed the recommendations of the WPCA as evidenced by the Resolution adopted by the WPCA on September 18, 2018, a copy of which is annexed hereto as Exhibit A and made a part hereof, hereby approves the following list of improvements to the CSO Facilities, including, without limitation, the CSO Improvements, to

include the design, rehabilitation, upgrading and construction of the following improvements to the CSO Facilities (the "Projects"):

MCSO – H Design and Construction:

- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Bostwick Avenue and Wordin Avenue between the Cedar Creek and Railroad Avenue
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Lafayette Street and the Pequonnock River from Railroad Avenue to Bridgeport Harbor
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor
- Green infrastructure installations, including bio-retention and permeable pavement applications, and green and blue roof installations, for publicly owned street right of ways or public buildings in the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor

(b) That in connection with the Projects, the City Council hereby authorizes and approves the execution and delivery of project funding agreements (the "Agreements") between the City, the WPCA and the State of Connecticut (the "State") substantially in such form as may be required by the State. The Mayor of the City and any of the Chairman, Vice Chairman or General Manager of the WPCA is authorized to sign such Agreements by their manual or facsimile signature.

(c) That, in connection with the Projects and to evidence loan or loans under the Clean Water Fund, the City Council hereby authorizes and approves the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes (collectively, the "Obligations") in an amount not to exceed Twenty-Five Million Dollars (\$25,000,000). The Obligations shall be issued pursuant and subject to the Clean Water Fund Statutes. To meet any portion of the costs of the Projects determined to be eligible for funding under said Clean Water Fund program, the City may issue its project loan obligations to the State and may issue interim funding obligations in anticipation of such project loan obligations in such denominations as may be appropriate. Any such interim funding obligations may be renewed from time to time by the issuance of other notes, provided the final maturity of such notes do not exceed the maximum period permitted under Section 22a-479 of the General Statutes. The Obligations shall be secured as to both principal and interest by a pledge of revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both. The Obligations may also be secured by the full faith and credit of the City. The Mayor of the City and any of the Chairman, Vice Chairman or General Manager of the WPCA shall sign such Obligations by their manual or facsimile signatures. The Obligations shall bear the seal of the City or a facsimile of the seal.

(d) That, in addition to the Obligations described above, the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, is authorized to apply for and accept federal and state grants to help defray the costs of the Projects. Any grant proceeds may be used to pay costs of the Projects or principal and interest on the Obligations authorized hereunder.

(e) That, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects in an amount not to exceed \$25,000,000, (iii) finance such Projects through a combination of federal and state grants and loans under the Clean Water Fund Statutes in an amount not to exceed \$25,000,000 which loans shall be secured as to both principal and interest by a pledge of WPCA revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both, and (iv) contract with engineers, contractors and others for the Projects.

(f) That the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, and any other proper officers of the City are authorized to execute all such other documents and perform all other acts which are necessary or appropriate to enter into the Agreements, to construct and complete the Projects and to issue and sell the Obligations, including, but not limited to, determining the terms and other details of the Obligations.

(g) That any and all actions taken by the Mayor, the WPCA or any other officers of the City or the WPCA in connection with the Projects are hereby ratified and confirmed.

Exhibit A

**RESOLUTION FOR ADOPTION BY THE WATER POLLUTION CONTROL
AUTHORITY OF THE CITY OF BRIDGEPORT**

WHEREAS, the City of Bridgeport (the “City”) has been obligated since 1976 to provide a plan for the elimination of sewer overflows and by-passes and the elimination and/or reduction of storm water discharges to and/or infiltration into the sanitary sewerage system within the affected areas of the City and construct any necessary modifications to eliminate such overflows and reduce the peak flows received at the municipal sewerage treatment plants to a practical limit (collectively, the “CSO Facilities”) pursuant to orders issued by the State of Connecticut’s Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on a plan dated September, 2010 entitled “CSO Long Term Control Plan” which was reviewed and approved by the CT DEEP on June 14, 2018 and is the subject of Administrative ORDER WRMU 18002 (the “CSO LTCP”) the costs of designing, rehabilitating, upgrading and constructing improvements at the CSO Facilities (the “CSO Improvements”) are anticipated to be approximately \$25,000,000; and

WHEREAS, the Water Pollution Control Authority of the City of Bridgeport (the “WPCA”) desires to pass a resolution (i) approving the design and construction of various improvements at the CSO Facilities, in order that the CSO Facilities continue to comply with the State issued orders and all applicable federal, state and local law requirements, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction which are necessary to improve water quality, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the “Clean Water Fund Statutes”), and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the “WPCA Resolution”).

NOW, THEREFORE, BE IT

RESOLVED, that the following list of improvements to the CSO Facilities is hereby approved to include the design, rehabilitation, upgrading and construction of the following improvements at the CSO Facilities (the “Projects”):

MCSO – H Design and Construction:

- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Bostwick Avenue and Wordin Avenue between the Cedar Creek and Railroad Avenue
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Lafayette Street and the Pequonnock River from Railroad Avenue to Bridgeport Harbor
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor
- Green infrastructure installations, including bio-retention and permeable pavement applications, and green and blue roof installations, for publicly owned street right of ways or public buildings in the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor

RESOLVED, that the WPCA hereby approves the Projects; and be it further

RESOLVED, that, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects in an amount not to exceed \$25,000,000, (iii) finance such Projects through a combination of federal and state grants and loans under the Clean Water Fund Statutes in an amount not to exceed \$25,000,000 which loans shall be secured as to both principal and interest by a pledge of WPCA revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both, and (iv) contract with engineers, contractors and others for the Projects; and be it further

RESOLVED, that, in connection with the Projects, the WPCA recommends to the City Council that the City Council authorize the City to do any and all things necessary and/or appropriate (i) to obtain project loans and grants under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, or under any applicable Federal Program, in an amount not to exceed Twenty-Five Million Dollars (\$25,000,000), such amount representing the total cost of the Projects, (ii) to approve the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations, or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes in an amount not to exceed Twenty-Five Million Dollars (\$25,000,000), and (iii) to authorize the negotiation and execution of project funding agreements with the State of Connecticut and other governmental entities as may be required; and be it further

RESOLVED, that, in connection with the Projects, the Chairman, Vice Chairman or General Manager of the WPCA, or any of them, be and is hereby authorized as applicable, (i) to

execute and file applications on behalf of the City with the Commissioner of the Department of Environmental Protection of the State of Connecticut for project loans and grants, (ii) to apply for and accept project grants under any other applicable federal or state program, and (iii) to execute on behalf of the WPCA all the applications, agreements, instruments and documents, accept payments, make disbursements and do all other things that may be necessary or appropriate in order to obtain project loans and grants and to ensure that such improvements be completed; and be it further

RESOLVED, that any and all actions taken by the by the WPCA in connection with the Projects are hereby ratified and confirmed.



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

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

COMM. 179-17 Ref'd to Budget & Appropriations Committee
on 10/01/2018.

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance *K. Flatto*
Re: WPCA Bond Authorization Resolution \$75 million
Date: September 26, 2018

Bond Authorization Resolution to the City Council – referral to Budget and Appropriations

- Proposed WPCA \$75 million Wastewater Treatment Plants- Clean Water Bonding Authorization

The City of Bridgeport Water Pollution Control Authority and the City Finance Department are recommending that the City Council adopt the following bonding authorization Resolution as follows:

The proposed WPCA \$75 million Sewer Wastewater Treatment Plants Clean Water Bonding Authorization is for upgrading and replacing West Side Treatment plant facilities, with all such funding to be secured through State of CT agreements for use of Clean Water fund grants and loans, and not through City bond issuance. The WPCA Board is requesting this resolution which was prepared by Pullman and Comley;

The City has been quite successful in its recent borrowings and anticipates that the short-term borrowings and the WPCA borrowings will have no material impact on city finances.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Thomas Gaudett, Assistant to the Mayor
Angel DePara, Assistant to the CAO

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**CITY COUNCIL
CITY OF BRIDGEPORT**

**RESOLUTION APPROVING FINANCING IN THE AMOUNT OF \$75,000,000 FOR
THE DESIGN, REHABILITATION, UPGRADING AND CONSTRUCTION OF
VARIOUS RENOVATIONS AND IMPROVEMENTS TO THE CITY'S WASTEWATER
TREATMENT PLANTS**

WHEREAS, the City of Bridgeport (the "City") has been obligated since 1983 to make repairs and renovations to its Wastewater Treatment Plants (collectively, the "Treatment Plants") pursuant to a Consent Order entered into between the City and the State of Connecticut and orders issued by the State of Connecticut's Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on plans and engineering reports dated January 2012 and October 2013, respectively, entitled "Bridgeport Sludge Processing System Evaluation" approved April 2018 and "Bridgeport Low Level Nitrogen Removal Study" approved March 2018 (together the "Facilities Report") the costs of designing, rehabilitating, upgrading and constructing the next phase of improvements at the Treatment Plants (the "Treatment Plants Improvements") are anticipated to be approximately \$75,000,000; and

WHEREAS, on September 18, 2018, the Water Pollution Control Authority of the City of Bridgeport (the "WPCA") passed a resolution (i) approving the design and construction of various improvements at the Treatment Plants, in order that the Treatment Plants continue to comply with the State issued orders and all applicable federal, state and local law requirements, including, without limitation, the Treatment Plants Improvements as well as additional rehabilitations, upgrades and construction, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the "Clean Water Fund Statutes"), and (iii) recommending to the City Council of the City of Bridgeport (the "City Council") the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "WPCA Resolution").

NOW, THEREFORE, BE IT RESOLVED,

(a) That the City Council, having reviewed the recommendations of the WPCA as evidenced by the Resolution adopted by the WPCA on September 18, 2018, a copy of which is annexed hereto as Exhibit A and made a part hereof, hereby approves the following list of improvements to the Treatment Plants including, without limitation, the Treatment Plants Improvements, to include the design, rehabilitation, upgrading and construction of the following improvements to the Treatment Plants (the "Projects"):

Sludge Facility Report: Preparation of a Sludge Facility Report relating to the review of the sludge handling process at the Treatment Plants and the recommendation for alternatives to the construction of the sludge incinerator, including equipment replacement, modifications and overhaul of sludge handling equipment.

Sludge Handling and Nitrogen Removal Improvements: Design and Implementation: of the findings of the Facilities Reports, including, but not limited to, improvements to the Settling Tanks, Aeration System, Sludge Transport thickening and handling systems including all necessary equipment and appearances to completely upgrade these facilities.

Protection of Critical Infrastructure: Design and construction of projects to protect critical infrastructure at each Treatment Plant from damaging effect of major storms and resulting sea level rise.

(b) That in connection with the Projects, the City Council hereby authorizes and approves the execution and delivery of project funding agreements (the "Agreements") between the City, the WPCA and the State of Connecticut (the "State") substantially in such form as may be required by the State. The Mayor of the City and any of the Chairman, Vice Chairman or General Manager of the WPCA is authorized to sign such Agreements by their manual or facsimile signature.

(c) That, in connection with the Projects and to evidence loan or loans under the Clean Water Fund, the City Council hereby authorizes and approves the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes (collectively, the "Obligations") in an amount not to exceed Seventy-Five Million Dollars (\$75,000,000). The Obligations shall be issued pursuant and subject to the Clean Water Fund Statutes. To meet any portion of the costs of the Projects determined to be eligible for funding under said Clean Water Fund program, the City may issue its project loan obligations to the State and may issue interim funding obligations in anticipation of such project loan obligations in such denominations as may be appropriate. Any such interim funding obligations may be renewed from time to time by the issuance of other notes, provided the final maturity of such notes do not exceed the maximum period permitted under Section 22a-479 of the General Statutes. The Obligations shall be secured as to both principal and interest by a pledge of revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both. The Obligations may also be secured by the full faith and credit of the City. The Mayor of the City and any of the Chairman, Vice Chairman or General Manager of the WPCA shall sign such Obligations by their manual or facsimile signatures. The Obligations shall bear the seal of the City or a facsimile of the seal.

(d) That, in addition to the Obligations described above, the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, is authorized to apply for and accept federal and state grants to help defray the costs of the Projects. Any grant proceeds may be used to pay costs of the Projects or principal and interest on the Obligations authorized hereunder.

(e) That, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects in an amount not to exceed \$75,000,000, (iii) finance such Projects through a combination of federal and state grants and loans under the Clean Water Fund Statutes in an amount not to exceed \$75,000,000 which loans shall be secured as to both principal and interest by a pledge of WPCA revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both, and (iv) contract with engineers, contractors and others for the Projects

(f) That the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, and any other proper officers of the City are authorized to execute all such other documents and perform all other acts which are necessary or appropriate to enter into the Agreements, to construct and complete the Projects and to issue and sell the Obligations, including, but not limited to, determining the terms and other details of the Obligations.

(g) That any and all actions taken by the Mayor, the WPCA or any other officers of the City or the WPCA in connection with the Projects are hereby ratified and confirmed.

Exhibit A

**RESOLUTION FOR ADOPTION BY THE WATER POLLUTION CONTROL
AUTHORITY OF THE CITY OF BRIDGEPORT
(Approved September 18, 2018)**

WHEREAS, the City of Bridgeport (the “City”) has been obligated since 1983 to make repairs and renovations to its Wastewater Treatment Plants (collectively, the “Treatment Plants”) pursuant to a Consent Order entered into between the City and the State of Connecticut and orders issued by the State of Connecticut’s Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on plans and engineering reports dated January 2012 and October 2013, respectively, entitled “Bridgeport Sludge Processing System Evaluation” approved April 2018 and “Bridgeport Low Level Nitrogen Removal Study” approved March 2018 (together the “Facilities Report”) the costs of designing, rehabilitating, upgrading and constructing the next phase of improvements at the Treatment Plants (the “Treatment Plants Improvements”) are anticipated to be approximately \$75,000,000; and

WHEREAS, the Water Pollution Control Authority of the City of Bridgeport (the “WPCA”) desires to pass a resolution (i) approving the design and construction of various improvements at the Treatment Plants, in order that the Treatment Plants continue to comply with the State issued orders and all applicable federal, state and local law requirements, including, without limitation, the Treatment Plants Improvements as well as additional rehabilitations, upgrades and construction, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the “Clean Water Fund Statutes”), and (iii) recommending to the City Council of the City of Bridgeport (the “City Council”) the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the “WPCA Resolution”).

NOW, THEREFORE, BE IT

RESOLVED, that the following list of improvements to the Treatment Plants, including, without limitation, the Treatment Plants Improvements, is hereby approved to include the design, rehabilitation, upgrading and construction of the following improvements at the Treatment Plants (the “Projects”):

Sludge Facility Report: Preparation of a Sludge Facility Report relating to the review of the sludge handling process at the Treatment Plants and the recommendation for alternatives to the construction of the sludge incinerator, including equipment

replacement, modifications and overhaul of sludge handling equipment.

Sludge Handling and Nitrogen Removal Improvements: Design and Implementation: of the findings of the Facilities Reports, including, but not limited to, improvements to the Settling Tanks, Aeration System, Sludge Transport thickening and handling systems including all necessary equipment and appearances to completely upgrade these facilities.

Protection of Critical Infrastructure: Design and construction of projects to protect critical infrastructure at each Treatment Plant from damaging effect of major storms and resulting sea level rise.

RESOLVED, that the WPCA hereby approves the Projects; and be it further

RESOLVED, that, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects in an amount not to exceed \$75,000,000, (iii) finance such Projects through a combination of federal and state grants and loans under the Clean Water Fund Statutes in an amount not to exceed \$75,000,000 which loans shall be secured as to both principal and interest by a pledge of WPCA revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both, and (iv) contract with engineers, contractors and others for the Projects; and be it further

RESOLVED, that, in connection with the Projects, the WPCA recommends to the City Council that the City Council authorize the City to do any and all things necessary and/or appropriate (i) to obtain project loans and grants under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, or under any applicable Federal Program, in an amount not to exceed Seventy-Five Million Dollars (\$75,000,000), such amount representing the total cost of the Projects, (ii) to approve the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations, or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes in an amount not to exceed Seventy-Five Million Dollars (\$75,000,000), and (iii) to authorize the negotiation and execution of project funding agreements with the State of Connecticut and other governmental entities as may be required; and be it further

RESOLVED, that, in connection with the Projects, the Chairman, Vice Chairman or General Manager of the WPCA, or any of them, be and is hereby authorized as applicable, (i) to execute and file applications on behalf of the WPCA with the Commissioner of the Department of Environmental Protection of the State of Connecticut for project loans and grants, (ii) to apply

for and accept project grants under any other applicable federal or state program, and (iii) to execute on behalf of the WPCA all the applications, agreements, instruments and documents, accept payments, make disbursements and do all other things that may be necessary or appropriate in order to obtain project loans and grants and to ensure that such improvements be completed; and be it further

RESOLVED, that any and all actions taken by the by the WPCA in connection with the Projects are hereby ratified and confirmed.



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

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

COMM. 180-17 Ref'd to Budget & Appropriations Committee
on 10/01/2018.

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance
Re: TANS Authorization Resolution
Date: September 26, 2018

Bond Authorization Resolution to the City Council – referral to Budget and Appropriations:

Proposed \$55 million Tax Anticipation Notes (TANS) Authorization

The City of Bridgeport Water Pollution Control Authority and the City Finance Department are recommending that the City Council adopt the following bonding authorization Resolution as follows:

The proposed \$55 million of issuance of City Tax Anticipation Notes (TANS) is to help the city manage cash flow during winter and summer of FY19, as the city annually has issued in past years. This resolution which was prepared by Pullman and Comley.

The City has been quite successful in its recent borrowings and anticipates that these short-term borrowings will have no material impact on city finances.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Thomas Gaudett, Assistant to the Mayor
Angel DePara, Assistant to the CAO

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CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City – FY2019

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of an amount up to \$55,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City’s full faith and credit (the “Notes”), in an aggregate amount up to \$55,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and

BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to

designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



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

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

COMM. 181-17 Ref'd to Budget & Appropriations Committee
on 10/01/2018.

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance *KAF*
Re: GANS Authorization Resolution \$25 million
Date: September 26, 2018

Proposed \$25 million One Year Grant Anticipation Notes (GANS) Authorization.

The City of Bridgeport Finance Department are recommending that the City Council adopt the following bonding authorization Resolution as follows:

This proposed \$25 million of issuance of City One Year Grant Anticipation Notes (GANS) during winter of FY19, and such renewals necessary over the next few years, is proposed to finance the short-term capital cash needs of various school building projects eligible for state reimbursements already approved but not yet paid to the city.

Such BANS will mature as the State issues remaining state reimbursements due to the city. This resolution which was prepared by Pullman and Comley.

The City has been quite successful in its recent borrowings and anticipates that these short-term borrowings will have no material impact on city finances.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Thomas Gaudett, Assistant to the Mayor
Angel DePara, Assistant to the CAO

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CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

APPROVAL OF GRANT ANTICIPATION NOTES To Pay Certain School Building Project Expenses in Anticipation of State Grants

WHEREAS, the City Council of the City of Bridgeport (the "City") has previously approved capital plan authorizations in the total amount of approximately \$56 million for the various school building projects more particularly listed on Exhibit A attached hereto (the "School Building Projects"); and

WHEREAS, the Charter of the City requires that authorization to borrow against said capital plan authorizations for the School Building Projects be approved by the City Council; and

WHEREAS, the City Council has previously authorized borrowings for such School Building Projects in the amount of \$ approximately \$56 million; and

WHEREAS, the City is anticipating future State grants for such School Building Projects in the amount of approximately \$30 million; and

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the School Building Projects in the amount of \$25,000,000; and now therefore, be it

RESOLVED, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of an amount up to \$25,000,000.00 and the issuance of general obligation grant anticipation obligations

secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$25,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) funding the School Building Projects; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117, Chapter 173 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

RESOLVED, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary obligations of the City in anticipation of the receipt of future State grant moneys and proceeds from the sale of future Notes to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; obligations evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said obligations consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

RESOLVED, That the City Council authorizes and approves that the Notes may be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or

appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Notes or which are contemplated by law; and be it further

RESOLVED, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Notes are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Notes as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Notes will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Notes and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement,

the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity (all such Notes shall mature no later than December 31, 2022), prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on

behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and

BE IT FURTHER RESOLVED, That the City Council hereby authorizes the Officials in connection with the issuance of the Notes to allocate any unused proceeds to other City projects authorized for bonding, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and

BE IT FURTHER RESOLVED, That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the School Building Projects, and to take all action necessary or proper in connection therewith.

SCHOOLS (current)	Rev. Budget	Exp thru 8/18	Recvd CT Aid	State Aid Due	Total CT Aid	% CT aid	City Bonds
	Final			estimated			
CENTRAL HS	\$90,385,000	\$86,372,715	\$58,019,908	\$9,333,039	\$67,352,947	74.52%	\$20,200,000 11% hold back aid
HARDING HS	\$103,300,000	\$96,438,258	\$69,399,189	\$11,330,000	\$80,729,189	78.15%	\$17,000,000 11% hold back aid
MAGNET HS-FW	\$111,018,700	\$110,828,546	\$99,979,179	\$5,678,586	\$105,657,765	95.17%	\$5,528,431 last change orders awaiting approval
ROOSEVELT	\$44,389,270	\$44,161,945	\$31,702,659	\$1,770,500	\$33,473,159	75.41%	\$10,891,053 \$21K of revenue actually donation
DISCOVERY	\$29,114,550	\$29,114,550	\$25,539,545	\$1,825,005	\$27,364,550	93.99%	\$1,750,000 project open-awaiting boat classroom \$2 mill
TOTALS	\$378,207,520	\$366,916,014	\$284,640,480	\$29,937,130	\$314,577,610		\$55,369,484

est. \$29,937,130

State aid due

remaining



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7963 Fax 203-332-5589

JOSEPH P. GANIM
Mayor

NESTOR N. NKWO
Budget Director

COMM. 182-17 Ref'd to Contracts Committee on 10/01/2018.

September 26, 2018

Ms. Lydia Martinez
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Ms. Martinez,

The Office of Policy and Management along with the Public Facilities Department submits the following to be added to the City Council agenda for referral to the Contracts Committee.

- **ENERGY CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND TITAN ENERGY NEW ENGLAND, INC.**

To provide consulting services with respect to managing renewable energy credits.

Should you require further information, please don't hesitate to contact me.

Respectfully,

Nestor N. Nkwo
Budget Director

Attachment

Cc: Mayor Joseph P. Ganim
Kimberly Staley, CAO
John Gomes, Deputy CAO
John Ricci, Public Facilities Director
Ken Flatto, Finance Director
Thomas Gaudett, Mayor's Aide

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CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is made and entered into as of the [●] day of [●], 2018 (the "Effective Date"), by and between Titan Energy New England, Inc., having an address at 2275 Silas Deane Highway, Rocky Hill, CT 06067 ("Titan") and [The City of Bridgeport] with an address at [●], Bridgeport, CT [●] ("Customer"). Titan and Customer may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Titan is in the business of, *inter alia*, providing consulting services with respect to managing renewable energy credits; and

WHEREAS, Customer owns and operates the co-generation systems described on Schedule A (the "Customer Systems") and wishes to retain Titan to provide such consulting services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein made, the Parties hereby agree as follows:

1. Consulting Services. Customer hereby retains Titan to provide the services described on Schedule B attached hereto (the "Services"), and Titan hereby agrees to provide the Services, pursuant to the terms and conditions of this Agreement. Titan shall have exclusive control over the manner and means of performing the Services, including the choice of place and time.

2. Compensation. In consideration of the performance of the Services, Titan shall be entitled to compensation equal to twenty-two (22%) of Sales Proceeds (the "Consulting Compensation"). For the purposes hereof, "Sales Proceeds" means the sales proceeds (net of any third party commissions, project-related expenses or fees) from the sale of Customer's Connecticut Class III Renewable Energy Credits (the "Renewable Energy Credits") by Titan during the Term as part of the Services.

3. Payment of Net Proceeds to Customer. Titan shall collect the Sales Proceeds from the sale of the Renewable Energy Credits, remit to Customer an amount equal to seventy-eight percent (78%) of such Sales Proceeds within thirty (30) days of receipt by Titan, and retain the balance as Consulting Compensation.

4. Term; Termination.

- (a) The term of this Agreement (the "Term") shall commence as of the Effective Date and shall continue until [●], 2023, unless earlier terminated in accordance with the provisions of this Agreement.
- (b) Either Party may terminate this Agreement in the event of (i) a material breach of this Agreement by the other Party that, if curable, is not cured within thirty (30) days following written notice from the non-breaching Party, or (ii) the other Party becomes subject to a proceeding under any federal or state bankruptcy or insolvency law which is not dismissed or stayed within sixty (60) days.
- (c) Upon the expiration or termination of this Agreement, each Party shall immediately surrender all rights, licenses and privileges granted under this Agreement, Titan shall terminate the performance of the Services and Customer shall pay Titan for all Services provided performed through the effective date of such expiration or termination. The provisions of Sections 7, 9 through 11 and 14 shall survive the expiration or termination of this Agreement.

5. Obligations of Customer. Customer shall cooperate with Titan and promptly provide Titan with such information, documents and reports as may be requested by Titan or necessary from time to time, including without limitation copies of Public Utilities Regulatory Authority forms, CHP system information and system maintenance invoices, in order to enable Titan to perform the Services.

6. Discretion in Performance of Services. The Parties acknowledge that the Services include the creation and subsequent sale by Titan of Renewable Energy Credits for the benefit of Customer. Customer hereby expressly acknowledges and agrees that in performing such Services Titan will have the right, in its sole discretion, to determine the method and timing of the sale of any Renewable Energy Credits, and the price at which such Renewable Energy Credits are sold, and Customer will not have any right to approve any sale transaction. Further, Customer acknowledges that Titan may elect to sell Customer's Renewable Energy Credits as part of a bundle with other Renewable Energy Credits in its portfolio, including such Credits owned by other customers. Except in the case of gross negligence or fraud, in no event shall Titan have any liability to Customer for any of Titan's decisions regarding the method, timing or sale price of any Renewable Energy Credits.

7. Limited Warranties and Disclaimers.

- (a) TITAN HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICES ARE PROVIDED "AS IS", AS AVAILABLE AND WITH ALL FAULTS AND TITAN DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM DEFECTS.
- (b) TITAN'S LIABILITY TO CUSTOMER FOR ANY ACTION IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR INJURY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR THE USE, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES SHALL NOT EXCEED THE CONSULTING COMPENSATION ACTUALLY RECEIVED BY TITAN HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS OR INJURY. IN NO EVENT SHALL TITAN BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE OR LOSS OF DATA), OR ANY OTHER DAMAGES OTHER THAN DIRECT DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANC OF THE SERVICES.
- (c) The Parties acknowledge and agree that the disclaimer of warranties and limitations of liability set forth in this Section 6 are essential parts of this Agreement.

8. Representations of Customer. Customer hereby represents and warrants to Titan as follows:

- (a) Customer has the legal right and authority to enter into and perform this Agreement, and the execution and delivery of this Agreement have been duly authorized and approved by all required action on the part of Customer.
- (b) Customer has not entered into any agreement with any other party for services similar to, or the same as, the Services. For the avoidance of doubt, upon execution and delivery of this Agreement by the Parties, Titan shall have the sole and exclusive right to create, manage and sell all renewable energy credits related to the operation of the Customer Systems. The Customer Systems constitute all of the co-generation systems within the Bridgeport Microgrid.

9. Confidentiality. Each of the Parties acknowledges that by reason of its relationship to the other Party under or in anticipation of this Agreement it has had and/or may have access to Confidential Information (as hereinafter defined) of the other Party. For the purposes hereof, "Confidential Information" means trade secrets, confidential commercial information, and any other information, knowledge, or data not generally known or available to the public, possessed by or pertaining to the disclosing Party and/or its business and operations including, without limitation: (i) information concerning the Services provided by Titan and the methodology of providing such Services, including, without limitation, technical data, know-how, business methods, database tools and techniques, technical and business plans, specifications, computer programs and programming techniques, network configurations, facilities deployment information, and procedures, (ii) marketing information, including advertising or promotional programs, sales strategies, pricing, or pricing strategies, (iii) information concerning Titan's employees, consultants, or independent contractors, and (vii) financial information concerning Titan. Each Party agrees to use commercially reasonable efforts to maintain in confidence, and to use only as expressly permitted in this Agreement or as necessary for the performance of the Services, all Confidential Information received from the other Party, both orally and in writing, provided that the Parties' respective obligations of non-disclosure under this Agreement shall not apply to Confidential Information which the receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession prior to disclosure by the disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the receiving Party from a third party in lawful possession of such Confidential Information; or (iv) is or was independently developed by the receiving Party without reference to Confidential Information. In the event that a receiving Party is requested or required (by deposition, interrogatory, subpoena, civil investigative demand or similar process, oral questions, any formal or informal investigation, or otherwise) by any government or governmental agency, court or authority, to disclose any Confidential Information of the disclosing Party, the receiving Party shall provide the disclosing Party with prompt written notice of such request or requirement so that the disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if disclosing Party waives in writing compliance with the terms hereof, the receiving Party shall furnish only that portion of the information which it is advised by written opinion of counsel is legally required, and shall exercise reasonable efforts to obtain confidential treatment of such information.

As a condition to the receipt of Confidential Information from the disclosing Party, the receiving Party shall only disclose the disclosing Party's Confidential Information, in whole or in part, to employees or agents on a need to know basis in order to provide or make use of the Services. The receiving Party shall be responsible for the compliance of its employees and agents with the restrictions on disclosure and use of Confidential Information set forth herein. The receiving Party shall take all commercially reasonable steps to protect the confidentiality of

the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information. Upon learning of any unauthorized disclosure or use, the receiving Party shall promptly notify the disclosing Party of the same and cooperate and assist the disclosing Party in preventing or remedying the same. Upon termination of this Agreement, each Party shall immediately cease using and return all property in its possession belonging to the other Party and promptly return or destroy all tangible embodiments of Confidential Information. Notwithstanding the foregoing, the receiving Party shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in the ordinary course and/or in accordance with disaster recovery procedures, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

10. Equitable Relief. Each Party agrees acknowledges and agrees that a breach by a Party of Section 8 may cause continuing and irreparable injury to the other Party, for which the remedies at law may be inadequate, and that the other Party shall therefore be entitled, in the event of any such actual or threatened violation, and in addition to any other remedies available to it at law or in equity, to a temporary restraining order and to injunctive relief against the breaching Party to prevent any violations thereof, and to any other appropriate equitable relief, without the necessity of posting bond or other security. The breaching Party shall, in addition to all other damages and costs, be liable for payment to the other Party of its reasonable attorney fees incurred in enforcing its rights hereunder.

11. Non-Solicitation of Employees. During the Term, and for a period of one (1) year after the termination or expiration of this Agreement, Customer shall not, without the prior written consent of Titan, directly or indirectly, including through any other person or entity, (i) induce or solicit to leave, or hire, any employee, agent or subcontractor of Titan, or any person or entity who was an employee, agent or subcontractor of Titan within one (1) year prior to such inducing, soliciting or hiring, or (ii) in any fashion interfere with the employment or business relationship between Titan, and any employee, agent or subcontractor of Titan.

12. Independent Contractors. The Parties are independent contractors and nothing in this Agreement shall be construed to imply a joint venture, partnership or similar relationship between the Parties.

13. Force Majeure. Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such Party ("**Force Majeure**"), provided that the non-performing Party (i) gives the other Party reasonably prompt written notice of such cause, and (ii) takes all reasonable steps to promptly correct such failure or delay in performance; and provided further, that Force Majeure shall not excuse either Party's delay in paying any amount due and payable by such Party.

14. Miscellaneous.

(a) Notices. Any notice required to be provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if sent by a recognized overnight delivery service, one (1) business day after delivery to such service, or (iii) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, registered or certified mail, return receipt requested. All notices shall be addressed to the Parties at their respective addresses first hereinabove set forth. Each

Party shall promptly notify the other Party of any address change by notice in accordance with this Section 14(a).

- (b) Amendment; Waiver. None of the provisions of this Agreement or any Schedule may be amended except by a statement in writing signed by both of the Parties. Any waiver of the provisions of this Agreement must be signed by the Party giving such waiver. The failure of any Party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder, or of the future performance of any such term or condition.
- (c) Entire Agreement. This Agreement, including any Exhibits and Schedules hereto, sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings or agreements among the parties, whether written or oral, to the extent related to the subject matter hereof. No Party has relied upon any promise, representation, warranty, agreement, covenant, or undertaking, express or implied, other than those expressly set forth herein.
- (d) Severability. If any provision or portion of the Agreement is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be given full force and effect, and the Parties agree to negotiate, in good faith, a substitute valid provision which most nearly gives effect to the Parties' intent at the time they entered into this Agreement.
- (e) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without giving any effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.
- (f) Assignment; Binding Agreement. Customer's rights and obligations under this Agreement shall not be assigned, subcontracted or transferred, by operation of law or otherwise, without the prior written consent of Titan, and any purported assignment in conflict with this sentence shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors.
- (g) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format ("PDF") or by any electronic signature complying with the U.S. ESIGN Act of 2000, shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
- (h) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (i) Usage. In construing this Agreement, feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural for the singular, and vice versa, in any case in which the context may require. The capitalized terms used in this Agreement shall have the meaning first applied to their first usage in this Agreement unless otherwise indicated.

Signature page follows.

Schedule A

Customer Systems

Schedule B

Services

The Services to be performed by Titan under this Agreement are as follows:

1. Complete application and registration with NE-POOL GIS system for the Customer Systems.
2. Complete and submit system applications to Public Utilities Regulatory Authority ("PURA") on behalf of Customer.
3. Report all CHP system megawatt-hour and emissions data each month via NE-POOL GIS system.
4. Assist Customer in complying with requirements set forth in Customer's approval letter from PURA.
5. Make PURA electronic docket filings on behalf of Customer.
6. Aggregate Customer's Renewable Energy Credits, sell such Renewable Energy Credits and collect any Sales Proceeds for the account of Customer.
7. Provide monthly reporting on trade activities and the Sale Proceeds received from such activities.

IN WITNESS WHEREOF, the Parties have duly executed this Consulting Services Agreement as of the Effective Date.

CITY OF BRIDGEPORT

Titan Energy New England, Inc.

Date: _____

Date: _____

Name: John Ricci

Name: _____

Title: Director, Public Facilities

Title: _____

SIGNATURE

SIGNATURE

Address: City of Bridgeport

Address: _____

999 Broad Street

City: Bridgeport State: CT
Zip: 06604

City: _____ State: _____
Zip: _____

Telephone: 203-576-7130
Email: john.ricci@bridgeportct.gov

Telephone:
Email:



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7963 Fax 203-332-5589

NESTOR N. NKWO
Budget Director

JOSEPH P. GANIM
Mayor

COMM. 183-17 Ref'd to Contracts Committee on 10/01/2018.

September 26, 2018

Ms. Lydia Martinez
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Ms. Martinez,

The Office of Policy and Management along with the Public Facilities Department submits the following to be added to the City Council agenda for referral to the Contracts Committee.

- **ENERGY MASTER SERVICE AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND ENERWISE GLOBAL TECHNOLOGIES, INC. D/B/A CPOWER**

To provide On Peak Demand Energy Response Management.

Should you require further information, please don't hesitate to contact me.

Respectfully,

Nestor N. Nkwo
Budget Director

Attachment

Cc: Mayor Joseph P. Ganim
Kimberly Staley, CAO
John Gomes, Deputy CAO
John Ricci, Public Facilities Director
Ken Flatto, Finance Director
Thomas Gaudett, Mayor's Aide

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CPower

CPOWER MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement"), by and between City of Bridgeport ("Customer") and Enerwise Global Technologies, Inc. d/b/a CPower ("Provider" or "CPower"), also individually and collectively referred to as (a "Party" or "Parties"), is effective as of the last signature date set forth below (the "Effective Date") and will remain in effect until terminated in accordance with Section 8 below or until such time as the last Addendum entered into by the Parties terminates (the "Term").

Customer hereby authorizes CPower to proceed with enrollment in the program(s) according to the Terms and Conditions attached hereto and in the applicable Addenda.

CPower

City of Bridgeport

By:

By:

Date:

Date:

Name: Shelley Schopp

Name: John Ricci

Title: Senior VP, Customer Fulfillment

Title: Director, Public Facilities

Address: 1001 Fleet Street, Suite 400

Address: 999 Broad Street

City: Baltimore State: MD Zip: 21202

City: Bridgeport State: CT Zip: 06604

Phone: 1-844-CPower1, Option 2

Phone: 203-576-7130

Email: contract@cpowerenergymanagement.com

Email: john.ricci@bridgeportct.gov

legal@cpowerenergymanagement.com

CONTRACTUAL NOTICES:

All notices given under this Agreement must be in writing. Notices shall be deemed given as of the day received by the addressee via messenger, courier delivery service or electronic mail and addressed to CPower and Customer to the individuals set forth on the signature lines above or to such other individual and address as a party may give written notice of. Additionally, all notices sent to CPower must also be sent to **ATTN: Legal Department** to the physical address and email addresses set forth above.

TERMS AND CONDITIONS

Section 1 – General

Provider, as an authorized curtailment service provider, is hereby designated to represent the Customer as its energy management services provider for the facilities listed on the accompanying Addenda for the Term of this Agreement and the applicable Addenda. Terms used and not otherwise defined shall have the meaning given them in the respective Regional Transmission Organizations ("RTO"), Independent System Operators ("ISO") or utility's governing tariff, program rules, and/or covenants.

Section 2 – Customer Payments

Payments from programs result from Customer's active program participation as well as satisfactory compliance with all related program rules and the terms of this Agreement and the applicable Addenda. Customer's payment schedule may vary per program structure. Provider shall pay Customer as defined in the applicable Addenda of this Agreement. Customer acknowledges that all program, market rules, earnings and/or payment terms are subject to change in the event program rules, market rules and/or other applicable laws change. When permitted by applicable Program rules, Provider retains the right to reduce offers submitted by Customer when deemed prudent for risk mitigation, which may affect Customer's payments hereunder.

Section 3 – Customer Obligations and Underperformance

Customer shall provide a Letter of Authorization or appropriate RTO/ISO or utility approval form to their energy supplier and utility, as applicable, authorizing them to provide to the Provider information required to register the Customer in the applicable programs (including billing and other relevant utility data). Registration with Customer's RTO or ISO requires utility data and account numbers. Customer shall provide Provider with copies of utility bills as requested for registration. Customer will inform Provider in the event of any change in utility information within sixty (60) days of the effective date of the change.

Customer's participation in programs is subject to acceptance of the registration by the applicable RTO/ISO or utility. Further, Customer's participation in programs is subject to Customer's compliance with RTO/ISO or utility rules for all such program(s), as well as Customer's compliance with its commitment to curtail in accordance with this Agreement and the applicable Addenda. Where permitted by program rules, if distributed generation or back-up generator(s) are used for program participation, it is the responsibility of the Customer to adhere to all local, state and federal requirements, environmental laws, regulations, use and zoning permits, operational specifications and maintenance requirements of their generator(s). Customer must provide Provider information relating to their generator(s) including, but not limited to, manufacture, make, model, serial number, manufacture date, installation date, and emission certification. Upon request, Customer must provide Provider with copies of all relevant permits or proof of compliance required to utilize a generator. Failure of Customer to provide copies of such permits may result in an adjustment to program registration, cancellation of program registration or Termination for Cause (as defined below) of the Agreement by Provider. Further, and notwithstanding anything in this Agreement to the contrary, the Customer will indemnify Provider against any liabilities, claims, expenses, or damages based upon the ownership or use of its distributed generation or back-up generators.

Customer will notify Provider as soon as possible in the event Customer becomes aware that it is, or will become, unable to provide its committed curtailment amount. Where permitted by the applicable program rules, Provider has the right, but not the obligation, to satisfy any underperformance by Customer.

In the event the RTO/ISO or utility assesses any penalties and/or costs against Provider pursuant to the applicable program rules resulting from the Customer's actions or inaction hereunder, then Provider will be entitled to deduct any such penalties and/or costs from Customer. In no event will Provider seek payment for any such RTO/ISO or utility imposed penalties and/or costs in excess of the amounts earned by Customer under this Agreement and the related Addenda (no "out of pocket" payments).

Section 4 - Indemnification and Limitations of Liability

Provider shall defend, indemnify and hold harmless Customer against any and all damages, losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees and expenses) (collectively, "Loss") in any third-party claim, action, lawsuit or proceeding (individually and collectively, "Claim") arising out of an allegation that Provider's negligent actions or omissions caused a Loss. Provided, however, that the foregoing obligation to indemnify will not apply if Customer's actions or inactions were in any way a contributing factor to the Claim (by way of example only, if a Claim is based, in part, on Customer's underperformance, Provider shall have no obligation to indemnify



Customer). Customer shall defend, indemnify and hold harmless Provider against any **Loss** in any **Claim** arising out of an allegation that Customer's negligent actions or omissions caused a **Loss**. Provided, however, that the foregoing obligation to indemnify will not apply if Provider's actions or inactions were in any way a contributing factor to the **Claim**. Neither Party shall be liable for any special, indirect or consequential damages arising in any manner from its performance under this Agreement. The total liability of either Party hereunder other than with respect to indemnity **Claims**, will be limited to the actual dollar amount that was paid directly to Customer pursuant to the Addendum at issue in the year prior to which the claim was made (by way of example only, if the claim is made in June of 2016, the total amount of liability of either Party cannot exceed the actual dollar amount paid to Customer in 2015). If the claim arises in the first year of the Agreement, then the total liability is limited to the actual dollar amount that has been paid directly to Customer pursuant to the Addendum at issue as of the date the claim is made.

Section 5 – Confidentiality

The Parties may provide (the "Disclosing Party") proprietary information ("Proprietary Information") to the other (the "Recipient") in conducting program facilitation or management during the Term of this Agreement. The Parties agree to treat such Proprietary Information as confidential and proprietary and to protect the disclosure of such Proprietary Information to any third-party. The Recipient will use such care with Disclosing Party's Proprietary Information as it uses to protect its own confidential information, but in no case less care than is commercially reasonable and within industry standards. Information and materials will be considered Proprietary Information regardless of the form or manner of disclosure or whether when provided it is marked "CONFIDENTIAL" or with a similar designation. Provider Proprietary Information includes, but is not limited to, any reports generated, any pricing information, and this Agreement. This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt from the Disclosing Party, including as part of Recipient's own development process; (b) is or becomes available to the public through no fault of Recipient; or (c) is independently developed by such Recipient without reference to or use of a Disclosing Party's Proprietary Information; (d) is received by Recipient in good faith from a third party having no duty of confidentiality to the Disclosing Party or (e) is disclosed pursuant to law, regulation or lawful order or process. Provider may access and use Customer data to provide services to Customer and Provider shall have no obligation of confidentiality as it relates to providing Proprietary Information to a RTO, ISO, utility or other third party where such information is required for registration or facilitation of the program. Further, Customer agrees that Provider and its third-party contractors may collect and use Customer building data and related data, as long as any external use of the data is reported on an anonymous basis that does not personally identify Customer or any individual, subject to Freedom of Information Act.

Section 6 – Assignment

Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Provider, however, may transfer and assign this Agreement without the Customer's consent to any person or entity that is a subsidiary or affiliate of Provider or that acquires substantially all of the stock or assets of Provider.

Section 7 – Interval Meter Data and Metering

Interval meter data is a requirement in the programs. Therefore, interval meters must be installed before Customer can be accepted into the applicable program. Additional information regarding metering options for specific programs is set forth in the applicable Addenda. Metering fees are subject to change.

Section 8 – Termination

Either Party may terminate the Agreement immediately upon the other Party's material breach of any obligation of this Agreement, provided such breach remains uncured for a period of ten (10) days after being provided with written notice thereof ("Termination for Cause"). Either Party shall also be entitled to terminate this Agreement upon ten (10) days written notice if Customer's or Provider's ability to fulfill its obligations under this Agreement is negatively impacted by a program rule, regulatory or legal change.

Section 9 – Entire Agreement

This Agreement and applicable Addenda, Amendments, Account Schedules, added hereto constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter. This Agreement, the Addenda, Amendments and the Account Schedules shall not be modified in any manner unless in writing and signed by both Parties.



ISO-NE ADDENDUM FOR ON-PEAK DEMAND RESOURCES

This ISO-NE Addendum for On-Peak Demand Resources Program ("Addendum") administered by ISO New England, Inc. ("ISO-NE") is effective as of the last signature date set forth below ("Effective Date") by and between Enerwise Global Technologies, Inc. d/b/a CPower ("CPower" or "Provider") and City of Bridgeport ("Customer").

This Addendum is attached hereto, and made a part hereof, the Master Service Agreement (the "MSA") between Customer and Provider. This Addendum is issued pursuant to and is governed by the terms and conditions of the MSA. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions.

The "**Capacity Payment**" is calculated as each account's monthly Demand Reduction Value, which will not exceed its Curtailment Value, multiplied by the applicable ISO-NE Forward Capacity Auction Clearing Price.

The "**Demand Reduction Value**" is the Customer's delivered monthly capacity calculated as the hourly average of kilowatts reduced or kilowatts generated achieved during Demand Resource On-Peak Hours as described in the Program Rules.

The "**Curtailment Value**" for each of the Customer's utility accounts is the expected average load reduction to be achieved during the Demand Resource On-Peak Hours and is estimated based on the Customer's anticipated permanent load-reduction measures.

The "**Demand Resource On-Peak Hours**" are defined as the hours of 1pm to 5pm, weekdays, non-Holidays during the months of June, July and August and the hours of 5pm to 7pm weekdays, during the months of December and January non-Holidays and as further defined in the Program Rules.

The "**Program Period**" is June 1 to May 31. The Program Period includes the Summer Season (June through November and the Following April and May and the Winter Season (December through March).

2. Program – On-Peak Demand Resources. Provider agrees to facilitate and manage participation of the Customer's electric utility accounts in the ISO-NE ("Program Administrator") Forward Capacity Market as an On-Peak Demand Resource ("Program") as specified in the Account Confirmation Schedule in accordance with the ISO-NE Transmission, Markets and Services Tariff (as amended, modified or supplemented from time to time), subject to Customer meeting all requirements of the Program and fulfilling all obligations as set forth herein, in the MSA and under applicable Law (as amended modified or supplemented from time to time, the "Program Rules"). Customer hereby represents and warrants that it and its accounts can and will comply with the Program Rules.

Relevant Program Rules are set forth in Market Rule I, Section 13, and the ISO manuals, especially manuals M-20 (Forward Capacity Market), M-MVDR (Measurement and Verification of Demand Reduction Value from Demand Resources) and M-RPA (Registration and Performance Auditing), which can be found at:

<http://iso-ne.com/participate/rules-procedures/tariff/market-rule-1>

&

<http://iso-ne.com/participate/rules-procedures/manuals>.

3. Administration and Customer Responsibilities.

- **Enrollment Notifications.** Prior to the start of the Program Period Provider will use commercially reasonable efforts, to email Customer an enrollment notification that will include the proposed committed Curtailment Value for each of Customer's utility accounts. Change requests to the Curtailment Value must be submitted via written request by Customer within 3 business days after receipt of the enrollment notification. Enrollment in the Program is contingent upon a successful registration with Program Administrator for the applicable Program Period and provider Capacity Supply Obligation availability.
- **Interval Data Requirements and Total Meter Solution Option.** Interval load data is required to be measured in 5-minute increments and transmitted to the Program Administrator in real time. If the required interval level data is not available in the manner required by the Program Rules or Customer chooses to have a data acquisition ("DA") logger installed, Provider offers a Total Meter Solution ("TMS").

Title to such metering equipment will pass to Customer upon installation. TMS fees will be deducted from Customer's DR earnings. Customer agrees to a recurring \$50/month fee for any DA logger previously installed by Provider for duration of the Term.

Total Meter Solution Fee (per meter):
Other

- **Required Enrollment Information and Customer's Utility Accounts.** Customer will provide Provider with technical information pertaining to the On Peak Demand Resource asset as required by the Program Administrator for enrollment in the Program. Provider will provide Customer with the Account Confirmation Schedule which will confirm the Customer's utility accounts that will be enrolled in the Program and associated Curtailment Values. Customer will have 3 business days after receipt of the Account Confirmation Schedule to review the document and to provide Provider with any modifications. Failure to provide this information within the Provider's timeframe may prevent Provider from enrolling Customer's utility accounts in the Program.

4. Term. Commencing on the Start Date identified in the attached Account Confirmation Schedule, the Parties commit to three (3) successive Program Periods and annual extension of one (1) Program Period on the anniversary of each Program Period (together, the "Term"). Should either Party wish to terminate, written notification by the Party is required 180 days prior to the start of the next Program Period. Said termination will become effective at the end of the current Term. By way of example, if notification is received prior to November 30, 2018, said termination will become effective on May 31, 2022.

5. Payment. For participating in the Program, Customer will receive from Provider a Capacity Payment. In addition to the payment terms set forth in the MSA, the following shall be applicable with respect to payments to Customer under this Addendum: Provider will pay Customer 70.00% of the Capacity Payment.

Beginning with the 2018-19 Program Period and beyond, Customer's Capacity Payment will include an adjustment for any net payments or credits associated with Customer's performance during reserve shortages per Program rules.

Quarterly Payments will be made to customer within sixty (60) days after Provider receives payment from the Program Administrator.

CPower

City of Bridgeport

By:

By:

Date:

Date:

Name: Shelley Schopp

Name: John Ricci

Title: Senior VP, Customer Fulfillment

Title: Director, Public Facilities

Address: 1001 Fleet Street, Suite 400

Address: 999 Broad Street

City: Baltimore State: MD Zip: 21202

City: Bridgeport State: CT Zip: 06604

Phone: 1-844-CPower1, Option 2

Phone: 203-576-7130

Email: contract@cpowerenergymanagement.com
legal@cpowerenergymanagement.com

Email: john.ricci@bridgeportct.gov



CPower ACCOUNT CONFIRMATION SCHEDULE
CUSTOMER: City of Bridgeport
PROGRAM: On Peak Demand Response

UDC	UDC Account Number	Facility Name/Store #	Service Address	Start Date	End Date	Customer Share %	Est Curtailment Value Summer* (kW)	Est Curtailment Value Non Summer* (kW)
UI	01000014674732	Microgrid	45 Lyon Ter Bridgeport, CT 06604	06/01/2019	05/31/2023	70.0	895.0	895.0

- Notes:**
1. Estimated Curtailment Value(s) may be adjusted depending on operational capacity or market availability
 2. The Summer Seasonal Period runs from April 1 through November 30
 3. The Winter Seasonal Period runs from December 1 through March 31

Contract ID: OPP - 0000021851

Account Representative: David Lavoie

Printed: 9/19/2018

ISONE OP ©2018 CPower.

All rights reserved. The offering herein is sold and contracted by Enerwise d/b/a CPower. Errors and omissions excepted.



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE

18 SEP 26 PM 4:10

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	174-17
Submitted by Councilmember(s):	Peter D. Spain
Co-Sponsors(s):	Michelle A. Lyons (Choose an item) (Choose an item) (Choose an item)
District:	130TH 134TH
Subject:	Resolution for the Bridgeport City Council to consider whether Ms. Eleanor Guedes, a member of the City of Bridgeport Civil Service Commission, violated both the City of Bridgeport Charter, Chapter 2, Section 13, and the Code of Ordinances 2.02.80, when she was registered to vote in Trumbull, Connecticut, from June 2017 through January 2018.
Referred to:	Ordinance Committee
City Council Date:	October 1, 2018

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the Bridgeport City Charter Chapter 2, Section 13 sets forth a "Residency Requirement", as follows, for service as a member of a city board or commission:

"Except as otherwise provided in this charter, no person shall be appointed to any board or commission established by this charter who is not a resident and registered voter of the city."

WHEREAS, the City of Bridgeport web page for its Civil Service Commission (online at <http://www.bridgeportct.gov/content/341307/341387/341804.aspx>) lists the commission's current members, including the following individual,

Eleanor Guedes (U)
1425 Noble Avenue
Bridgeport, CT 06610
Term Expires: 10/1/2011

who has been listed at the above address on this web site for years.

WHEREAS, Eleanor Guedes, DOB 12/19/1963, was registered to vote in Trumbull, CT at a residential address, 48 Teller Rd Trumbull, CT, 06611, from 6/29/2017 through 1/31/2018, with a "previous voting address" of 1425 Noble Ave, Bridgeport, CT (exhibit 1 -- attached), while serving on the City of Bridgeport Civil Service Commission, per the commission's published meeting minutes between 6/29/2017 and 1/31/2018, which are available on the City of Bridgeport web site.

WHEREAS, the City of Bridgeport Code of Ordinances, section 2.02.080, requires annual reporting of residential address of members of boards and commissions, as well as all municipal elected officers, to the City of Bridgeport town clerk's office.

WHEREAS, section 2.02.080 of the City of Bridgeport Code of Ordinances requires that "any change of residence address during service as an elected officer or board member must be reported to the town clerk's office within thirty (30) days of such residency change" and that "failure to abide by section 2.02.080 by a board or commission member (mayoral-appointed or otherwise) may result in referral to the mayor and city council for removal pursuant to the Charter of the City of Bridgeport, Chapter 2, Section 17. Removal of Certain Officers."



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, the town clerk's office has no documented recording of Ms. Eleanor Guedes' residential address on file for 2017 or 2018 -- as of September 24, 2018 -- in violation of the aforementioned city ordinance.

WHEREAS, Chapter 2, Section 17 of the City of Bridgeport Charter states as follows:

"... If ... a majority of the members of the city council believes that any person appointed to office by the city council is incompetent or guilty of misfeasance or malfeasance... upon thirty (30) days written notice, [the city council can] summon the officer to appear before the city council at a place and time specified in such summons to show cause why he/she should not be removed from office. Such summons shall include a written statement of the charges against the officer. If, after full hearing, the city council finds that such officer is ... guilty of misfeasance or malfeasance, it may, upon the affirmative vote of two-thirds of the members of the city council remove such person from his/her office."

NOW, THEREFORE, BE IT RESOLVED that the full Council refer this matter for consideration to its Ordinance Committee, as the matter involves evidence demonstrating an apparent violation of an ordinance and the charter. In turn, the Ordinance Committee, in accordance with the process defined in Chapter 2, Section 17 of the Charter, will review the evidence herein and vote to summon Ms. Guedes to appear before it to "show cause why she should not be removed from office." And then, if a majority of the Ordinance Committee finds that Ms. Guedes should be removed for violating the ordinance and/or charter, then the matter will be referred to the full Council for a vote to remove Ms. Guedes from the Civil Service Commission.

- Exhibit 1 Consisting of Four Pages is Attached -



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)

1a Check Boxes that Apply: New Voter Registration (includes move to a new town) Address Change (within the same town) Name Change Party Enrollment Change

1b Are you a U.S. citizen? YES NO Will you be 18 on or before election day? YES NO If you checked "NO" to either of these questions, do not complete this form.

2 Name of Applicant Last Name First Name Middle Name or Initial
Mr. Ms. Miss Guedes Eleanor
DATE FEB 11 2018

3 Date of Birth (Month Day Year) CT Driver's License Number (if none, last 4 digits of Soc. Sec. No.)
12/19/1963 1
Address Where You Live No., Street, Apt. # 48 Teller Rd
Town Trumbull Zip 06611 State CT

6 If Different, Address Where You Got Your Mail (P.O. Box, etc.) Telephone Number (optional)
7 Telephone Number (optional) State CT

9 Do you wish to enroll in a political party?
 YES. Name of party: Democratic Republican Other: _____
 NO. I do not wish to enroll in a party at this time.

10 NAME or ADDRESS CHANGE. Previous Voting Address (if none, write "NONE")
No. Street, Apt # 1425 Noble Ave
Town Bridgeport County _____ State CT
Name Under Which Registered (if different from above)

11 I swear or affirm that:
• I am a U.S. Citizen
• I live at the address shown in box 5 above
• I am at least 17 years old
• I have not been convicted of a disfranchising felony, or, if so, I am eligible to register to vote
• The information provided here is true
Signature Blaine Guedes Today's Date: 06/27/2017

12 Would you like to work at the Polls on Election Day?
 YES NO

NOTE: The particular social services office at which you register to vote, or whether you decline to register, remains confidential and will be used only for voter registration purposes.
THIS SECTION COMPLETED ONLY BY AGENCY SPECIAL ASSISTANT REGISTRAR OR TOWN CLERK
DATE RECEIVED BY AGENCY JUN 29 2017
THIS SECTION COMPLETED ONLY BY REGISTRAR OF VOTERS
DATE NOTICE MAILED JUN 29 2017
REASON FOR REJECTION

State at (800) 540-3764 or (860) 509-6100 (TDD, 800-303-3161)
FOLD PLEASE USE PEN - PRINT CLEARLY

PLEASE TAPE - DO NOT STAPLE

DMV REMOVAL

FEB 01 2018

M.O. Bot

Inquiries » Voter Information »
View Voter

Logged in as: BWENZ / Trumbull **QUICK SEARCH** **LOGOUT**

Voter Information	Residence Address	Enrollment Information
Prefix Name:	Address: 1425 Noble Avenue	Current Party: Unaffiliated
Voter's Name: Eleanor Guedes	Unit:	Gender: Female
Date of Birth: 12/19/1963	City: Bridgeport	Telephone: ()--
Voter ID: 001333205	State: CT	Special Status:
Date Last Voted: 11/08/2016	Zip: 06610 -1609	Perm Absentee Ballot: No
Mailing Address	Status Information	Memo
Street No.:	Privilege Date: 02/01/2018	change/dmv request received on 01/30/2018
Street Name1/P O Box:	Reg. Effective Date: 02/01/2018	
Street Name2:	Current Status : Active	
Unit:	Last Active Date:	
Town:	Off Reason:	
State:		
Zip Code:		Signature
Country:		

[Back](#)

Districts:

Congressional: 004 Senatorial: 023 Assembly: 126

District/Ward	Precinct	Polling Place
State: 126	01	Beardsley School
Local: 136	01	Beardsley School
Special:		

Previous Names

Date Changed	Last Name	First Name	Middle Name	Suffix
11/15/2000	Guedes	Leonor		

Change Date	Number	Street	Unit	City	State	Zip Code
02/01/2018	48	Teller Road		Trumbull	CT	06611-1448
06/29/2017	1425	Noble Avenue		Bridgeport	CT	06610-1609
11/07/2002	89	Island Brook Avenue		Bridgeport	CT	06606-5113

Date Changed Party Name (From - To)

Change Audit History	Type	Change Date	Change Reason	Changed User ID	Type of Change
02/01/2018 12:09 PM	Add	02/01/2018	Voter	LGRACE	
06/29/2017 09:28 AM	Remove	06/29/2017	Voter	MSANDRA	

06/28/2017 09:22 AM Remove 06/28/2017 DMV LGRACE Status, Other

Election Date	Election Type	How Voted
11/08/2016	General	In Person
11/03/2015	General	In Person
11/04/2014	General	In Person
11/06/2012	General	In Person
11/02/2010	General	In Person
11/07/2006	General	In Person
11/02/2004	General	In Person
11/04/2003	General	In Person

History Date	Type	Move Code	Action	Notice Sent	Returned By	Return Date
<input type="radio"/>	Select	Change Date	User	Type	Change Reason	Type of Change
<input type="radio"/>	02/01/2018	LGRACE	Add	Voter		
<input type="radio"/>	02/01/2018	MSANDRA	Remove	DMV		Status, Other
<input type="radio"/>	06/29/2017	MSANDRA	Add	Voter		
<input type="radio"/>	06/28/2017	LGRACE	Remove	DMV		Status, Other

[Delete](#) | [Generate Letter](#)

Date Changed	User	Memo Description
02/01/2018	LGRACE	CHANGE/DMV Request received on 01/30/2018
06/29/2017	MSANDRA	CHANGE/DMV Request received on 06/27/2017

DMV Registration List

06/27/2017 12:00 AM Add Voter

[Print Registration Card](#)

[Report a problem?](#)



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE

18 SEP 26 PM 4:00

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	175-17
Submitted by Councilmember(s):	Karen Jackson
Co-Sponsors(s):	Ernest E. Newton <input type="text" value="Nessah Smith"/> <input type="text" value="Choose an item..."/> <input type="text" value="Choose an item..."/>
District:	138TH
Subject:	Safe School Climate and Bullying, Harassment, Discrimination and Intimidation Reporting
Referred to:	Education and Social Services Committee
City Council Date:	October 1, 2018

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the Bridgeport Board of Education direct the Superintendent to Post website information regarding how to report incidents of bullying, harassment, discrimination, intimidation, including information about which school staff such reports maybe made; and

WHEREAS, the Bridgeport Board of Education direct the Superintendent to Post email addresses designated by BPS/BOE to receive reports of such incidents; and information guiding students parents and staff members to visit their individual schools website information regarding how to report incidents of bullying, harassment, intimidation or discrimination, the name email address and phone number of the schools Safe School Climate Coordinator; and any email addresses designated by BPS/BOE to receive reports of such incidents; and

WHEREAS, the Bridgeport Board of Education direct the Superintendent of Bridgeport Public Schools to report every three months to the City Council Education and Social Services Committee as well as the Anti Bullying Task Force on the number of material incidents of student to student bullying, harassment, intimidation, or discrimination; and

WHEREAS, the Bridgeport Board of Education direct the Superintendent to report and develop and implement a safe school climate plan to address the existence of bullying and teen dating violence in its schools which doesn't exist and on violation of Sec. 10-222d(b); and

WHEREAS, the Bridgeport Board of Education direct the Superintendent of Bridgeport Public Schools to follow CT State Statue Sec. 10-222k with authorizes a District safe school coordinator, Safe School climate specialist and implementation of Safe School Climate Committee in all Public schools; and

WHEREAS, the Bridgeport Board of Education comply with CT state statue Sec. 10-221s to Post a Caroline telephone number in schools. Investigations of child abuse and neglect. Which states each local board of education shall post the telephone number for the Caroline operated by DCF, pursuant to section 17a-103a; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

NOW, THEREFORE, BE IT RESOLVE, that the City Council asks the Bridgeport Board of Education to direct the Superintendent to Post website information regarding how to report incidents of bullying, harassment, discrimination, intimidation, including information about which school staff such reports maybe made; and

BE IT FURTHER RESOLVED, that the Bridgeport Board of Education direct the Superintendent to Post email addresses designated by BPS/BOE to receive reports of such incidents; and information guiding students parents and staff members to visit their individual schools website information regarding how to report incidents of bullying, harassment, intimidation or discrimination, the name email address and phone number of the schools Safe School Climate Coordinator; and any email addresses designated by BPS/BOE to receive reports of such incidents; and

BE IT FURTHER RESOLVED, that the Bridgeport Board of Education direct the Superintendent of Bridgeport Public Schools to report every three months to the City Council Education and Social Services Committee as well as the Anti Bullying Task Force on the number of material incidents of student to student bullying, harassment, intimidation, or discrimination; and

BE IT FURTHER RESOLVED, that the Bridgeport Board of Education direct the Superintendent to report and develop and implement a safe school climate plan to address the existence of bullying and teen dating violence in its schools which doesn't exist and on violation of Sec. 10-222d(b); and

BE IT FURTHER RESOLVED, that the Bridgeport Board of Education direct the Superintendent of Bridgeport Public Schools to follow CT State Statue Sec. 10-222k with authorizes a District safe school coordinator, Safe School climate specialist and implementation of Safe School Climate Committee in all Public schools; and

BE IT FURTHER RESOLVED, that the Bridgeport Board of Education comply with CT state statue Sec. 10-221s to Post a Caroline telephone number in schools. Investigations of child abuse and neglect. Which states each local board of education shall post the telephone number for the Caroline operated by DCF, pursuant to section 17a-103a.



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)

Item# *150-17 Consent Calendar

Grant Submission: re Center for Disease Control (CDC) for Racial and Ethnic Approaches to Community Health (REACH) Grant Program. (19322)



**Report
of
Committee
on**

CEA and Environment

City Council Meeting Date: October 1, 2018

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

Approved by: *[Signature]*
Joseph P. Ganim, Mayor

Date Signed: *10/23/18*

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:42
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *150-17 Consent Calendar

**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**.
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 to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *150-17 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



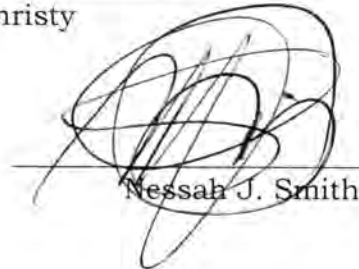
Jeanette Herron



Rosalina Roman-Christy



Eneida L. Martinez



Nessah J. Smith

City Council Date: October 1, 2018

Item# *151-17 Consent Calendar

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



**Report
of
Committee
on**

CEA and Environment

City Council Meeting Date: October 1, 2018

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed

10/3/18

RECEIVED
CITY CLERKS OFFICE

18 OCT 24 AM 11:42

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *151-17 Consent Calendar

**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**.
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 **U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program** and to provide such additional information to execute such other contracts, amendments, and documents as may be necessary to administer this program.



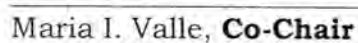
City of Bridgeport, Connecticut
Office of the City Clerk

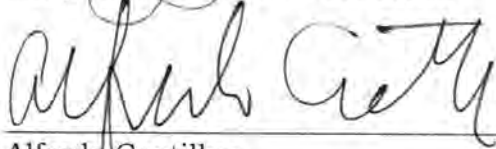
Report of Committee on ECD and Environment
Item No. *151-17 Consent Calendar

-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


Rosalina Roman-Christy


Eneida L. Martinez


Nesson J. Smith

City Council Date: October 1, 2018

Item# *157-17 (PHO) Consent Calendar

Public Hearing Ordered for October 15, 2018 re Disposition of City Owned Properties (5) by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations.



**Report
of
Committee
on**

CEED and Environment

City Council Meeting Date: October 1, 2018

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:41
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *157-17 (PHO) Consent Calendar

BE IT RESOLVED, that a Public Hearing be held before the City Council on Monday evening, October 15, 2018 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to Disposition of City Owned Properties (5) by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations.

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



Mary A. McBride-Lee, **Co-Chair**

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



Alfredo Castillo



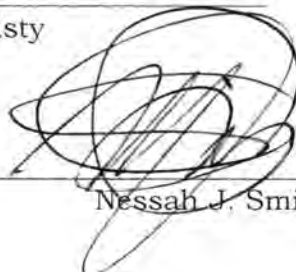
Jeanette Herron



Rosalina Roman-Christy



Eneida L. Martinez



Nessah J. Smith

City Council Date: October 1, 2018

Item# *137-17 Consent Calendar

Refund of Excess Payments - WR Group 430
Huntington Turnpike LLC



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 1, 2018

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

Approved by: 
Joseph P. Ganim, Mayor

Date Signed: 10/23/18

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:42
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. *137-17 Consent Calendar

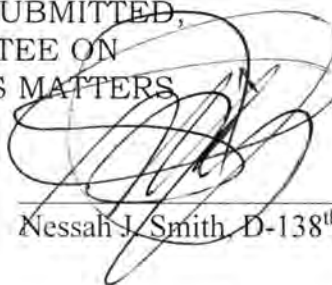
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
WR Group 430 Huntington Turnpike LLC P.O. Box 677 Greenwich, CT 06836	12-129	\$10,611.12

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



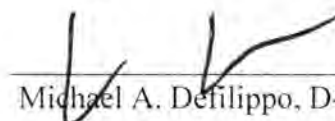
Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*



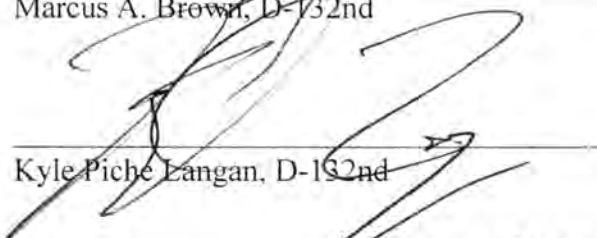
Nessah J. Smith, D-138th, *Co-chair*



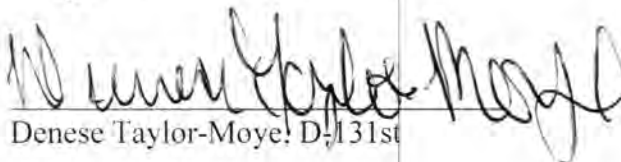
Marcus A. Brown, D-132nd



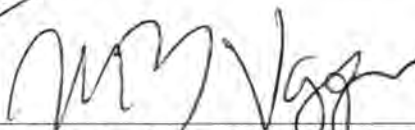
Michael A. DeFilippo, D-133rd



Kyle Piche Langan, D-132nd



Denese Taylor-Moye, D-131st



Maria Zambrano Viggiano, D-136th

City Council Date: October 1, 2018

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

Item# *138-17 Consent Calendar

Refund of Excess Payments - Cooperative Land & Lease LLC Re: 434 Grand Street



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 1, 2018

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 10/23/18

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:42
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. *138-17 Consent Calendar

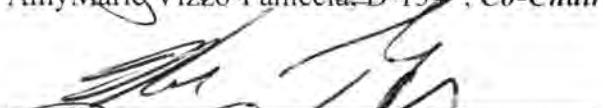
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
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 Street	12-129	\$11,055.060

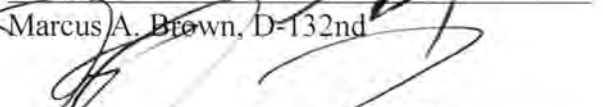
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

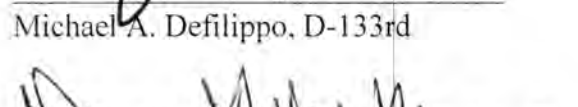

Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*


Nessah J. Smith, D-138th, *Co-chair*


Marcus A. Brown, D-132nd


Michael A. Defilippo, D-133rd


Kyle Piché Langan, D-132nd


Denese Taylor-Moye, D-131st


Maria Zambrano Viggiano, D-130th

City Council Date: October 1, 2018

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 Nationstar Mtg.

Attn: Tax Refunds

8950 Cypress Waters Blvd

Dallas, TX 75019

To

Loan # 0633946744

2016-01-0006876

1002--12A-----

434 GRAND ST



2016010006876

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⑈



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. *142-17 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, reappointed to the Library Board of Directors in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Sauda Efia Baraka (R)
85 Pinepoint Drive
Bridgeport, CT 06606

June 30, 2021

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Council Date: October 1, 2018
Tabled & Ref'd Back to Committee: October 1, 2018

Item# *158-17 Consent Calendar

Refund of Excess Payments - LERETA



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: October 1, 2018

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

10/23/18

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:42
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. *158-17 Consent Calendar


BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
LERETA 1123 S Parkview Drive Covina, CA 92724 Re: Jose Lona 800 Seaview Ave 800-2 0602-01k-8002	12-129	\$15,510.94

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



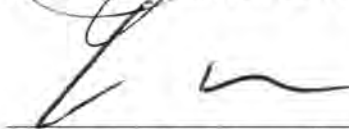
Amy Marie Vizzo-Panecia, D-134th, *Co-Chair*



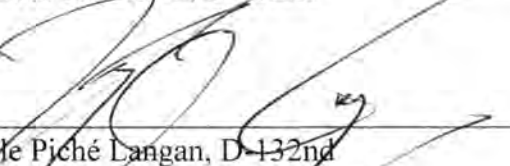
Nessah J. Smith, D-138th, *Co-chair*



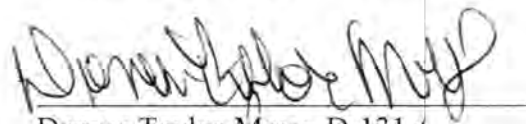
Marcus A. Brown, D-132nd




Michael A. Defilippo, D-133rd



Kyle Piché Langan, D-132nd



Denese Taylor-Moye, D-131st



Maria Zambrano Viggiano, D-136th

City Council Date: October 1, 2018

Contract # 89992731

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 LONA JOSE J

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2017

- 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.

LONA JOSE J
~~200 NEW ROC PLACE APT 116~~
NEW ROCHELLE, NY 10801

2017-01-0036757
0602--01K-8002-
800 SEAVIEW AV 800-2

LERETA
1123 S Parkview Dr
Covina CA 92724



To: Jose T. Lona, 800 Seaview Ave, 800-2, Bpt OK 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	07/01/2018	4,456.72	0.00	0.00	0.00	4,456.72	
Total Paid	07/31/2018	17,739.30	0.00	0.00	0.00	17,739.30	-13,282.58 ***
Adjusted Refund		-13,282.58	0.00	0.00	0.00	13,282.58	+ 2228.36

Total 15,510.94

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.

Keri Bolt
Print Name

Keri Bolt
Signature of Taxpayer
for Lereta

8/8/18
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 13,282.58
be made to the above-named taxpayer in accordance with the provisions of Section (a):

15,510.94

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 07 DAY OF August 2018

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectmen, or _____
approved on the _____ day of _____ 20____. It was voted to refund TAX COLLECTOR
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

L. ERETA

1123 S. Parkview Drive
Covina, CA 92724
1-888-534-5283 ext. 1415
Fax # 626-543-1818

To:	Bridgeport City Tax Collector Contract #89992731
CC:	
Phone:	
Fax#:	203-332-5628

	Keri Bolt
Date	08/06/18
Phone:	888-534-5283 ext. 1415

Total pages (including cover): 1

Hello we are trying to research the following account and a payment that was recently made:

Jose Lona
800 SEAVIEW AVENUE 2
0602-01K-8002 *

We paid 1st half in the amount of \$ 17,739.30 and the lender states they received a bill showing the amount due was only \$2228.36.

We have tried to contact you by phone to discuss this but were not able to get through. I need to know what the correct amount is and how we can obtain a refund for the difference.

Thank you
Keri Bolt
SR. CUSTOMER CARE REP
kbolt@lereta.com

0602-01K



1123 Park View Drive
Covina, CA 91724
1-888-534-5283 EXT. 1415
Fax # 626-543-1818

Date: August 7, 2018

Bridgeport City
Tax Collector Attn: Janice Jones
45 Lyon Terrace Rm 123
Bridgeport, Ct 06604-4011

Dear Tax Collector:

On behalf of the lender we service, LERETA LLC is researching a misapplied payment on this account. We are inquiring about a refund for \$17,739.30 that was applied to 0602-01K in error.

On behalf of United Bank we are requesting the funds in the amount of \$17,739.30 be transferred to parcel 0602 01K 8002 and a refund for the difference sent to United Bank c/o LERETA LLC 1123 Park View Drive, Covina, CA 91724. Please pay the correct bill and refund the difference.

Thank you for your assistance with this refund. If you have any further questions please do not hesitate to contact me at (888) 534-5283 ext.1415

Very truly yours,

Keri A. Bolt
Senior Customer Care Rep.

Homeowner's Name	Jose Lona
Address	800 Seaview Ave 2
Duplicate payment	\$
Amount to be refunded	\$17,739.30
Tax Identification	0602-01K-8002
Lender Name	United Bank
Contract Number	89992731

Item# *167-17 Consent Calendar

Resolution in support of an accurate 2020 Census and to create a "Complete Count Task Force" with local outreach, assistance and promotion.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: October 1, 2018

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

10/23/18

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:42

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. *167-17 Consent Calendar

Resolution

WHEREAS, the adoption of the citizenship question in Census 2020 would lead to inaccurate data about Latinos, immigrants, and all residents of Bridgeport, adversely affecting the prosperity and well-being of the City of Bridgeport.

WHEREAS, Census Bureau representatives have already reported widespread and unprecedented fear among respondents to other surveys, with respondents being reluctant to participate fully and provide accurate information.

WHEREAS, Bridgeport receives federal funds allocated on the basis of population size and demographics thereby making the collection and accuracy of such metrics critically important to the city's ability to provide essential services to all residents and attract economic development opportunities.

THEREFORE, the City of Bridgeport resolves to form a "Complete Count Task Force" composed of individuals and organizations from diverse sectors to work collaboratively on a campaign to mobilize Bridgeport's residents to be counted in Census 2020;

THEREFORE, The City of Bridgeport resolves that the "Complete Count Task Force" include individuals and organizations from Bridgeport city government (including relevant departments and members of the City Council); community and faith-based organizations; the media; education; business; labor; philanthropic institutions; and other individuals or organizations that work with or are familiar with hard-to-count residents;

THEREFORE, the City of Bridgeport resolves that the members of the "Complete Count Task Force" shall represent the full geographic, gender, racial, ethnic and age diversity of Bridgeport;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Miscellaneous Matters Item No. *167-17 Consent Calendar

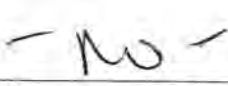
-2-

THEREFORE, the City Council resolves that the “Complete Count Task Force” be, and hereby is, to be comprised of such members as may be nominated from time-to-time by the Mayor or the City Council President; and approved by the City Council.

THEREFORE, the “Complete Count Task Force” will meet on a regular basis to develop and implement strategies for each agency and department to conduct Census 2020 outreach and mobilization;

THEREFORE, the City of Bridgeport resolves that the “Complete Count Task Force” prepare, and deliver to the City Council by November 2019, a report which sets forth Bridgeport’s plan to mobilize its residents to participate in Census 2020.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



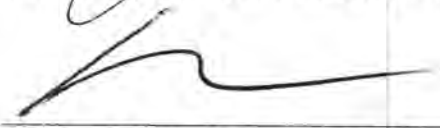
AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*



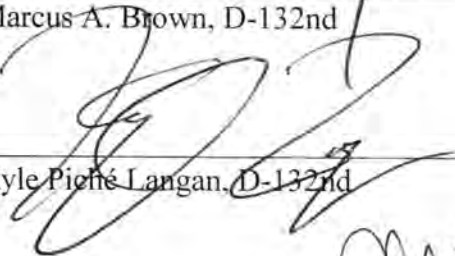
Nessah J. Smith, D-138th, *Co-chair*



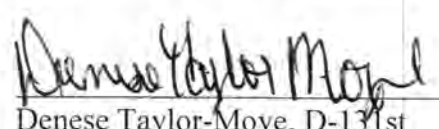
Marcus A. Brown, D-132nd



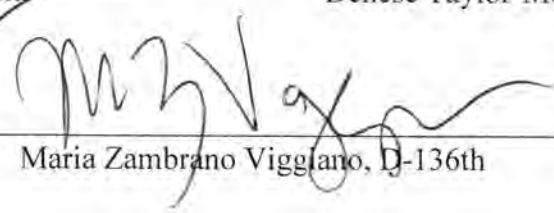
Michael A. Defilippo, D-133rd



Kyle Piché Langan, D-132nd



Denese Taylor-Moye, D-131st



Maria Zambrano Vigglano, D-136th

City Council Date: October 1, 2018

Item# *168-17 Consent Calendar

Resolution to express opposition to the addition of the "Citizenship Question" regarding the 2020 Census.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 1, 2018

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

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 10/23/18

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:42
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. *168-17 Consent Calendar

Resolution

WHEREAS, the City of Bridgeport has been home to a wide variety of immigrant communities throughout its 200-year history; and those immigrants and their descendants have significantly contributed to Bridgeport's civic life and culture as well as powered the city's economy.

WHEREAS, Latinos make up a large portion of Bridgeport's immigrant community and, due to the current national political climate, many members of that community exist in a constant state of fear and invisibility.

WHEREAS, Bridgeport receives federal funds allocated on the basis of population size and demographics thereby making the collection and accuracy of such metrics critically important to the city's ability to provide essential services to all residents and attract economic development opportunities.

WHEREAS, on March 26, Commerce Secretary Wilbur Ross agreed to a Department of Justice request, and added a citizenship question to the 2020 Census questionnaire at the last minute, citing the need for better voting rights enforcement;

WHEREAS, on March 29, the Census Bureau submitted the Census 2020 questionnaire to Congress, including a question on the citizenship status of residents;

WHEREAS, the Commerce Secretary's decision is unjustified, insofar as data from the American Community Survey, and the census "long" form before that, are sufficiently robust for civil rights and Voting Rights Act enforcement;

WHEREAS, the decennial census has not included a citizenship question since 1950, prior to the enactment of the Voting Rights Act in 1965;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Miscellaneous Matters Item No. *168-17 Consent Calendar

-2-

WHEREAS, a citizenship question has not been tested by the Census Bureau in modern times, in a form sent to 100% of population, and the Bureau's 2018 End-to-End test questionnaire does not include the question;

WHEREAS, Census Bureau representatives have already reported widespread and unprecedented fear among respondents to other surveys, with respondents being reluctant to participate fully and provide accurate information.

WHEREAS, if Latinos, immigrants, and other residents do not initially respond to the Census questionnaire, the Bureau will follow-up by sending enumerators to their homes, and costs will increase exponentially.

WHEREAS, the Census Bureau expects that a one percent decrease in the self-response rate that it has budgeted will increase the cost of the census to \$55 million – a \$10 million increase from its original projected cost of \$45 million.

WHEREAS, the adoption of the citizenship question in Census 2020 would lead to inaccurate data about Latinos, immigrants, and all residents of Bridgeport, adversely affecting the prosperity and well-being of the City of Bridgeport.

THEREFORE, be it resolved that the City of Bridgeport express its strong opposition to the addition of a citizenship question to Census 2020 by sending this resolution to Secretary of Commerce Wilbur Ross, U.S. Senators Richard Blumenthal and Chris Murphy, and U.S. Representative Jim Himes. The City of Bridgeport also calls on these Members of Congress to contact the leadership of the Senate Committee on Homeland Security and Governmental Affairs and the House Committee on Oversight and Government Reform, and urge them to oppose the addition of the citizenship question and conduct oversight hearings examining Secretary Ross' decision.

THEREFORE, be it resolved that the City of Bridgeport use all future opportunities in the federal administrative and legislative process to express its opposition to the addition of the citizenship question, and to highlight the adverse impact on Bridgeport.

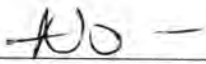


City of Bridgeport, Connecticut
Office of the City Clerk

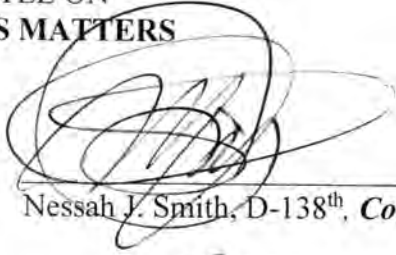
Report of Committee on Miscellaneous Matters
Item No. *168-17 Consent Calendar

-3-

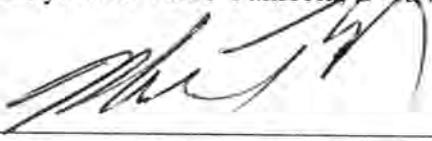
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS




AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*




Nessah J. Smith, D-138th, *Co-chair*



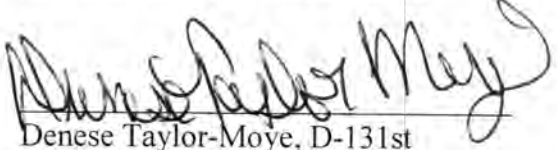
Marcus A. Brown, D-132nd



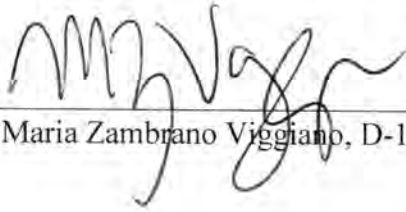
Michael A. Defilippo, D-133rd



Kyle Piché Langan, D-132nd



Denese Taylor-Moye, D-131st



Maria Zambrano Viggiano, D-136th

City Council Date: October 1, 2018

Item# 90-17

Appointment of Edward J. McLaine (R) to the Zoning Board of Appeals.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

Tabled by Full Council: June 4, 2018

Resubmitted: June 18, 2018

Tabled by Full Council: June 18, 2018

Resubmitted: July 2, 2018

Resubmitted: September 4, 2018

Tabled & Ref'd Back to Committee: September 4, 2018

Resubmitted by: *Lydia N. Martinez* 2018

Attest:

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

10/23/18

RECEIVED
CITY CLERKS OFFICE
18 OCT 24 AM 11:43
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. 90-17

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

NAME

TERM EXPIRES

Edward J. McLaine (R)
35 Woodrow Avenue
Bridgeport, CT 06606

September 30, 2020

*This will replace the seat held by Linda Grace.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

OPPOSED -

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

Marcus A. Brown, D-132nd

Michael A. Defilippo, D-133rd

Kyle Piche Langan, D-132nd

Denese Taylor-Moye, D-131st

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Council Date: June 4, 2018
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