

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 15, 2018

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral and City Council Citation(s): Recognizing Dr. Rafael Squitieri, Chief of Cardiothoracic Surgery at St. Vincent's Medical Center for introducing a number of Innovative and Minimally Invasive Procedures.

Mayoral and City Council Citation(s): Recognizing the Dedicated Nurses and Staff of the St. Vincent's Medical Center Intensive Care Unit (ICU) for their Compassion, Commitment and Dedication to Patients.

- 157-17** Public Hearing re: Disposition of City-Owned Properties (5) by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 17, 2018

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 185-17** Communication from Board of Education re: Grant Application Authorizations for School Construction Work at Luis Munoz Marin School located at 479 Helen Street for Roof Replacement, referred to Education and Social Services Committee.
- 186-17** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Ernesto Castro, **ACCEPTED AND MADE PART OF THE RECORD.**
- 187-17** Communication from Tax Collector re: Refund of Excess Payments – Re: Victory Bible Church International, referred to Miscellaneous Matters Committee.
- 188-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Ana DeJesus, referred to Miscellaneous Matters Committee.
- 189-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Jazmarie DeJesus, referred to Miscellaneous Matters Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 190-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Janessa Berrios, referred to Miscellaneous Matters Committee.
- 191-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Kelly Jaramillo, referred to Miscellaneous Matters Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *182-17** Contracts Committee Report re: Energy Consulting Services Agreement with Titan Energy New England, Inc. for consulting services with respect to Managing Renewable Energy Credits.
- *183-17** Contracts Committee Report re: Energy Master Service Agreement with Enerwise Global Technologies, Inc. D/B/A CPower to provide On Peak Demand Energy Response Management.
- *178-17** Budget and Appropriations Committee Report re: 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.
- *179-17** Budget and Appropriations Committee Report re: 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.
- *180-17** Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) – To Pay Current Expenses and Obligations of the City – FY 2019.
- *181-17** Budget and Appropriations Committee Report re: Approval of Grant Anticipation Notes (GANS) – To Pay Certain School Building Project Expenses in Anticipation of State Grants.
- *176-17** Joint Committee on Miscellaneous Matters & Budget and Appropriations Report re: Resolution Authorizing the Urban Enterprise Zone Assessment Deferral for a Qualified Development located at 515 West Avenue.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 15, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<u>NAME</u>	<u>SUBJECT</u>
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	CSMA/Young Adults.
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.
Tony Barr 141 Pennsylvania Avenue Bridgeport, CT 06610	Schools, jobs, policing and members of council.
Faith Jackson 56 Grove Street Bridgeport, CT 06605	Prostitution over-running the corner of (Grove & Fairfield) across from Bassick High School, etc.
Stephen Nelson 24A Stoneridge Road Bridgeport, CT 06606	135 th Community Concerns.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, OCTOBER 15, 2018
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

Council Deputy Majority Leader Herron called the Public Speaking Session to order at 6:37 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Christina Smith, Pete Spain
131st District: Jack O. Banta
132nd District: Marcus Brown, Kyle Langan
133rd District: Michael Defilippo, Jeannette Herron
134th District: Michelle Lyons
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo
137th District: Maria Valle
138th District: Karen Jackson, Nessah Smith
139th District: Ernest Newton

CITY CLERK
18 OCT 23 PM 2:09
RECEIVED
CITY CLERKS OFFICE

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 15, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

CSMA/Young Adults.

Ms. Dasha Spell came forward and introduced herself. She said that it would be important for the City and the BOE to work together. She said that she was a resident, tax payer and a parent. Her concern was that the City should provide the resources for the BOE such as custodians, electricians, and plumbers. She asked why there were no police officers where the students cross the street. One of the students was almost abducted last week. There are many things that the City does not want to talk about in public. While there is a budget crunch, funds for bonuses and new positions in the City are available, but the money for the students just isn't available.

Ms. Spell said that she would like to speak about the meetings on the fourth Wednesday every month at the Burroughs from 9-11 a.m. To discuss issues that are happening in the community. Ms. Spell requested that the Council Members attend. The Police have been attending along with the Juvenile Detention Officers. The City Council Members need to be at these meetings, also.

Johnny Ray Moore
75 Baldwin Street
Bridgeport, CT 06607

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

Council Deputy Majority Leader Herron called Mr. Moore's name. She then announced that Mr. Moore was not able to be present at the meeting.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Fiscal & Governance Issues.

Mr. Lee came forward and read the following statement into the record.

Members of the City Council.....

Election Day 2018 is in less than 15 days out from us. What has caught your attention as Bridgeport legislative representatives, residents and taxpayers? Personally I have been wondering just what the various candidates for Executive Office will be doing about financing our budgets, responsibilities and obligations when elected. I am not hearing much that makes sense, have you? Now there is a candidate for State Treasurer, Shawn Wooden. He was President of the Hartford City Council, a lawyer and pension expert. He claims to have overcome their \$50 Million budget deficit in his run for Treasurer. I guess his reference is to MARB where he got the State to eat current and some future Hartford fiscal issues? Why are not 11 of you as interested on behalf of Bridgeport? We guess that MARB would be in town if Joe Ganim wanted it, and it could be here if you asked for it, too. What's your holdup? Open government? Transparency in finances? Accountability for Capital Projects?

It's not that you are not voting on big issues. Look at the \$100 Million of financing authorization that faces you. \$25 Million for and another \$75 Million for. Some funds will be grants. Some will be bonded and require repayment. And some...time will tell. Beyond the numbers do you know what is proposed for the future, in what time frame, and whether that creates any changes in the quality of the environment where you live? Have you visited the pipe in Cedar Creek where effluent flows out from the West Side Plant? If you haven't looked into it, why vote on it immediately. Are we on the right course? Does the concept of placing huge cold water "bottles" under City property to be filled when the rain runoff is too much from storm sewers seem like a handy idea. What are the alternatives? Why is CSO separation throughout the entire City as a plan changing? How about a voluntary hearing? A meeting one month ago brought out over 70 people at the Aquaculture School. There is interest.

At a previous meeting I indicated that the Police Department budget is running about \$100 Million with half of that amount funding healthcare, pension, and other fringes.

With overtime earnings in your three highest years becoming the critical factor rather than base earnings, it does not matter whether it is internal overtime or external overtime that creates the excess factor that is paid at retirement. Who is keeping track of external overtime today? How much reimbursement is being earned under the current Police Department contract, or the one that is being negotiated? Why is this important? If you don't know, ask someone who does? There is no profit in overtime charged to contractors as used to be claimed. Is Bridgeport following "best practices" in this regard? If not, why not?

It's has been four months since I met Linda Lee who had her Econoline Van removed from in front of her home because of a PD sticker and cooperation of a towing company the following day June 6. On June 16th she signed up to speak to you. And I introduced her to Chief Perez. Two weeks ago we sat in the Chief's office and went over the paper work. Lots of anomalies that might have caused a value conscious officer to question the original snickering, like car registered, plates on vehicle, insurance in place and funded, and even though the registration had a Stratford address, the taxes had been paid in Bridgeport. Slow leak???? Come on folks. Under "Non Consensual Towing Procedures, Notification and Vehicle Disposal" it says, "If the vehicle remains unclaimed, the tower must notify the owner.....that the vehicles remains in the tower's possession prior to the filing of DMV "Notice of intent to Sell or Artificer's Lien" That did not happen. Who can tell what became of this serviceable vehicle taxed at \$3,000 and bearing about the same value of parts and service completed in the previous month?? How many "non-consensual" events have to happen before taxpayers are listened to? What are the consequences to those who are making up the rules instead of attending to them? Time will tell.

Tony Barr
Pennsylvania Avenue
Bridgeport, CT 06610

Schools, jobs, policing and 141
members of council.

Mr. Tony Barr came forward and asked to pray for the Council. Council Deputy Majority Leader Herron said that he could pray for the Council during the designated opening portion of the Council meeting. Mr. Barr declined because he wanted to pray for the residents in attendance.

Mr. Barr said that he wanted to speak about the WPCA and Atty. Bohannon's legal opinion. He asked if the City Council would be following the rules of the WPCA moratorium. He said that the all the home owners should have the same practice.

He then spoke about students who were buying alcohol during their lunch breaks and suggested that the City put liquor store outlets in the schools so that the students can purchase liquor in school.

Mr. Barr said that in order to fix Bridgeport, they need to address the issues. Year after year, it is wrong, wrong, wrong. The Council is a Democratic Council. He wanted to know when they are going to start fixing the issues. Mr. Barr mentioned two elderly women who are in danger of losing their home to the WPCA. He said that if people live right and do the things one should, they should be okay.

Faith Jackson
56 Grove Street
CT 06605

Prostitution over-running the
corner of (Grove & Fairfield) Bridgeport,
across from Bassick High Schools, etc.

Council Deputy Majority Leader Herron called Ms. Jackson's name. There was no response. She repeated her call two more times with no response.

Stephen Nelson
24A Stoneridge Road
Bridgeport, CT 06606

135th Community Concerns.

Mr. Stephen Nelson came forward and said that he would be speaking about his two City Council Members, and he appreciated his constituents getting some of the streets paved. He thanked the representatives from the 135th, Council Member McBride-Lee and Council Member Roman-Christy, for their efforts.

Crystal Mack
Bridgeport, CT

Ms. Crystal Mack came forward and said that she had been coming to these meetings for many years and she was present about the WPCA. She said that the WPCA bill was piggy backed on the water bill. She then explained that she uses 2 units of water a month, which works out to about \$7 or \$8 dollars a month. The re-evaluation is going to happen and Connecticut is becoming the new California because people are losing their homes. She asked how someone could take residents homes when there is a warranty deed on them. She used to work in the Assessor's Office. There are 33,000 attorneys in the State. In California, they have people living on the street. Connecticut has a \$15.00 hour minimum wage, but it costs \$42.00 an hour to make a living wage. So, the lawyers are taking the homes. The Council works for the residents, not the residents working for the City. The children need their homes. Would a slave master want their slaves to know the law? It is time for the residents to learn the laws. The WPCA is a fraudulent law and the residents should never have gotten the bill in the first place.

Georgia Simonelli
Old Town Road
Bridgeport, CT

Ms. Simonelli said that she had been evicted from her home and at 61 years old, she has no place to go. A friend rented a hotel room for her to use for three days. She said that she wanted to discuss the corruption in Superior Court. There are no shelters available.

She spoke about her second mortgage and how it was purchased by a bank and sold by the bank. She was one month behind in her mortgage and was approached by an attorney when she went into court. The lawyer then told Ms. Simonelli she would handle the case who never filed any motions or objections. The lawyer later withdrew the case and advised Ms. Simonelli to file bankruptcy. She went on to give the details of the situation. she asked how this was possible and said that the Superior Court attorneys are running rampant with these foreclosures.

ADJOURNMENT

Council Deputy Majority Leader Herron closed the public speaking portion at 7:08 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 15, 2018

7:00 PM

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

Council Deputy Majority Leader Herron called the City Council to order at 7:13 p.m.

She announced that Council President Nieves was not present due to a scheduling conflict, Council Member Taylor-Moye was not present due to health issues and Council Member Martinez was dealing with family issues.

PRAYER

Council Deputy Majority Leader Herron requested Council Member McBride-Lee to lead those present in prayer.

PLEDGE OF ALLEGIANCE

Council Deputy Majority Leader Herron requested Council Member Brown 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: Jack O. Banta
132nd District: Marcus Brown, Kyle Langan
133rd District: Michael Defilippo, Jeannette Herron
134th District: Michelle Lyons
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Maria Zambrano Viggiano, Alfredo Castillo
137th District: Maria Valle
138th District: Karen Jackson, Nessah Smith
139th District: Ernest Newton

A quorum was present.

Mayor Gamin joined the meeting and assumed the chairmanship at 7:15 p.m.

City of Bridgeport
City Council
Regular Meeting
October 15, 2018

Mayoral and City Council Citation(s): Recognizing Dr. Rafael Squitieri, Chief of Cardiothoracic Surgery at St. Vincent's Medical Center for introducing a number of Innovative and Minimally Invasive Procedures.

Council Member McBride-Lee called Dr. Squitieri forward and presented with both Mayoral and City Council Citations recognizing his contributions to the patients of St. Vincent's Medical Center

Mayoral and City Council Citation(s): Recognizing the Dedicated Nurses and Staff of the St. Vincent's Medical Center Intensive Care Unit (ICU) for their Compassion, Commitment and Dedication to Patients.

The representatives of the "St. Vincent's Medical Center Intensive Care Unit (ICU)" were called forward and presented with both Mayoral and City Council Citations recognizing their Compassion, Commitment and Dedication to Patients.

157-17 Public Hearing re: Disposition of City-Owned Properties (5) by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations.

Mayor Ganim opened the hearing for the Disposition of City-Owned Properties (5) by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations at 7:35 p.m. He asked if there was anyone present who wished to speak in favor of the item. No one came forward. He repeated this request two more times. No one came forward. Mayor Ganim then asked if there was anyone present who wished to speak in opposition to the item. No one came forward. She repeated this request two more times. Hearing none, Mayor Ganim closed the public hearing on Agenda Item 157-17 at 7:37 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 17, 2018

**** COUNCIL MEMBER JACKSON MOVED TO APPROVE THE CITY COUNCIL MINUTES FOR SEPTEMBER 17, 2018.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES FOR SEPTEMBER 17, 2018 PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

185-17 Communication from Board of Education re: Grant Application Authorizations for School Construction Work at Luis Munoz Marin School located at 479 Helen Street for Roof Replacement, referred to Education and Social Services Committee.

186-17 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Ernesto Castro, ACCEPTED AND MADE PART OF THE RECORD.

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190-17 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Janessa Berrios, referred to Miscellaneous Matters Committee.

191-17 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Kelly Jaramillo, referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER LYONS MOVED TO APPROVE THE COMMUNICATIONS TO BE REFERRED TO COMMITTEE.**

**** COUNCIL MEMBER JACKSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***182-17** Contracts Committee Report re: Energy Consulting Services Agreement with Titan Energy New England, Inc. for consulting services with respect to Managing Renewable Energy Credits.

***183-17** Contracts Committee Report re: Energy Master Service Agreement with Enerwise Global Technologies, Inc. D/B/A CPower to provide On Peak Demand Energy Response Management.

***178-17** Budget and Appropriations Committee Report re: 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.

***179-17** Budget and Appropriations Committee Report re: 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.

***180-17** Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) – To Pay Current Expenses and Obligations of the City – FY 2019.

***181-17 Budget and Appropriations Committee Report re: Approval of Grant Anticipation Notes (GANS) – To Pay Certain School Building Project Expenses in Anticipation of State Grants.**

***176-17 Joint Committee on Miscellaneous Matters & Budget and Appropriations Report re: Resolution Authorizing the Urban Enterprise Zone Assessment Deferral for a Qualified Development located at 515 West Avenue.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member N. Smith requested that Agenda Item 176-17 be removed. Council Member Langan requested that Agenda Items 178-17 and 179-17 be removed.

**** COUNCIL MEMBER BROWN MOVED THE FOLLOWING CONSENT CALENDAR AGENDA ITEMS:**

***182-17 CONTRACTS COMMITTEE REPORT RE: ENERGY CONSULTING SERVICES AGREEMENT WITH TITAN ENERGY NEW ENGLAND, INC. FOR CONSULTING SERVICES WITH RESPECT TO MANAGING RENEWABLE ENERGY CREDITS.**

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

***180-17 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) – TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY – FY 2019.**

***181-17 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF GRANT ANTICIPATION NOTES (GANS) – TO PAY CERTAIN SCHOOL BUILDING PROJECT EXPENSES IN ANTICIPATION OF STATE GRANTS.**

**** COUNCIL MEMBER BANTA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

176-17 Joint Committee on Miscellaneous Matters & Budget and Appropriations Report re: Resolution Authorizing the Urban Enterprise Zone Assessment Deferral for a Qualified Development located at 515 West Avenue.

Council Member N. Smith stated that the Joint Committee on Miscellaneous Matters & Budget and Appropriations had met just before the Council meeting and had amended the item.

**** COUNCIL MEMBER N. SMITH MOVED TO AMEND THE RESOLUTION TO READ AS FOLLOWS:**

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
AUTHORIZING THE URBAN ENTERPRISE ZONE ASSESSMENT
DEFERRAL FOR A QUALIFIED DEVELOPMENT AT 515 WEST AVE.**

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 ") AND 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 ("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 THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE... NEWLY CONSTRUCTED BUILDING... [AND] AND WITHIN 90 DAYS OF ISSUANCE OF A BUILDING PERMIT" (THE "TIMELY FILING REQUIREMENT"); AND

WHEREAS THE BRIDGEPORT NEIGHBORHOOD TRUST, ACTING THROUGH ITS OWNERSHIP ENTITY, DOWNTOWN WESTGATE 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 INTEREST 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.

WITH THE ADDITION OF THE FOLLOWING LANGUAGE TO THE FINAL PARAGRAPH:

AND AUTHORIZES OPED TO WORK ON 10, 15, AND 20-YEAR ABATEMENT SCHEDULES GOING BACK TO OCTOBER 1, 2017 AND RETURN SUCH SCHEDULES TO THE CITY COUNCIL FOR ACTION.

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED TO APPROVE AGENDA ITEM 176-17 JOINT COMMITTEE ON MISCELLANEOUS MATTERS & BUDGET AND APPROPRIATIONS REPORT RE: RESOLUTION AUTHORIZING THE URBAN ENTERPRISE ZONE ASSESSMENT DEFERRAL FOR A QUALIFIED DEVELOPMENT LOCATED AT 515 WEST AVENUE AS AMENDED.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

***178-17 Budget and Appropriations Committee Report re: 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.**

**** COUNCIL MEMBER BROWN MOVED THE ITEM.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Langan said that while he was at the first meeting, he was not able to make the second one. He asked Mr. Flatto to verify that the WPCA uses the City as a bond agency. Mr. Flatto confirmed that this was the procedure used for the WPCA to bond money.

Council Member Langan also wished to know about the proposed amounts for bonding. Mr. Flatto said that the larger amount was geared toward the west side sewer repairs.

Council Member Newton said that the West Side needs a study done due to the fact that the sewage system is very out dated. There also needs to be adjustments in order to bring that project up to code.

**** THE MOTION PASSED UNANIMOUSLY.**

***179-17 Budget and Appropriations Committee Report re: 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.**

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

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Newton announced that Council Member Martinez was not able to attend due to family issues.

ADJOURNMENT

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

**** COUNCIL MEMBER JACKSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 7:45 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Service

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, October 15, 2018 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #157-17

Disposition of City Owned Properties (5) by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations.

- 91-93 Ridge Avenue
- 95-97 Ridge Avenue
- 99-103 Ridge Avenue
- 119 Davenport Street
- 105 Stillman Street

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

ECD& Environment Committee
Public Hearing
October 2, 2018
Page 2 of 2

Requires Certification

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Friday, October 5, 2018 & Friday, October 12, 2018)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

Account #: 111171

PO: 19000227-00

Dated: October 2, 2018

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Joseph P. Ganim

K. Staley, CAO

J. Gomes, Deputy CAO

D. Shamas, Chief of Staff

T. Gaudett, Mayor's Aide

R. Christopher Meyer, City Attorney

R. Liskov, Associate City Attorney

M. Anastasi, Esquire

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

B. Coleman, Deputy Director, OPED

M. Perez, Director, Business Development, OPED

BOARD OF EDUCATION

ARESTA L. JOHNSON, Ed.D.
Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

MEMBERS OF THE BOARD

JOHN R. WELDON
Chairperson

HERNAN ILLINGWORTH
Vice-Chairperson

JESSICA MARTINEZ
Secretary



"Changing Futures and Achieving Excellence Together"

MARIA PEREIRA
DENNIS BRADLEY, ESQ.
BEN WALKER
SYBIL ALLEN
JOSEPH KOLOVIC
CHRISTOPHER AYLOR
RECEIVED
CITY CLERKS OFFICE
OCT - 1 PM 2:07
CITY CLERK

COMM. #185-17 Ref'd to Education & Social Services
on 10/15/2018

September 17, 2018

The Honorable City Council
c/o City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

Reference: Grant Application Authorizations for School Construction Work

Dear Honorable City Council Members:

The Board of Education respectfully requests that the City Council authorize the following school construction projects application for State grants and the initiation of design for:

Luis Munoz Marin School – 479 Helen Street, Bridgeport, CT 06608 – Roof Replacement

Please forward this request to the Committee on Education and Social Services for their review at your earliest convenience. The resolution must read as below:

RESOLVED, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Roof Replacement project at Luis Munoz Marin School.

RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee with regard to the Roof Replacement project at Luis Munoz Marin School.

RESOLVED, that the Bridgeport City Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Roof Replacement project at Luis Munoz Marin School.

Sincerely,


Aresta L. Johnson,
Superintendent of Schools

cc: Alan Wallack, School Construction Coordinator and Liaison

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Richard G. Kaszak, 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. #186-17 ACCEPTED AND MADE PART OF THE RECORD
on 10/15/2018

October 4, 2018

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

Re: *Settlement of Case:*
Ernesto Castro v. City of Bridgeport, et al

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$19,000.00 payable to Robert Berke, Esq., Trustee for Ernesto Castro. The action stems from an incident on November 18, 2016.

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

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

Thank you,

Very truly yours,

R. Christopher Meyer
City Attorney

RECEIVED
CITY CLERKS OFFICE
18 OCT -4 PM 4: 19
ATTEST
CITY CLERK



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #187-17 Ref'd to Miscellaneous Matters Committee
on 10/15/2018

RECEIVED
CITY CLERKS OFFICE
18 OCT -2 PM 3:20
ATTN: CITY CLERK

DATE: October 3, 2018
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

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

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

Victory Bible Church Int L
c/o Benjamin Diabene
35 Pope Street
Fairfield, CT 06825

REFERENCE 850 Norman St

Refund due: \$11,308.22

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 VICTORY BIBLE CHURCH INT L

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.

VICTORY BIBLE CHURCH INT L
 C/O BENJAMIN DIABENE
 35 POPE STREET
 FAIRFIELD, CT 06825

2016-01-0033612
 1110--01-----
 850 NORMAN ST



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	07/01/2017	0.00	0.00	0.00	0.00	0.00	
Total Paid	10/02/2018	11,308.22	0.00	0.00	0.00	11,308.22	-11,308.22 ***
Adjusted Refund		-11,308.22	0.00	0.00	0.00	11,308.22	

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 11,308.22
 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 02 DAY OF October 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

PRISCILLA ABOAGYE MAHFU
P.O. BOX 3618
WOODBIDGE, CT 06525-0618

DATE 9/18/2017

PAY TO THE ORDER OF City of Bridgeport - Tax Collector \$2500
Two thousand five hundred dollars only

Citizens Bank

MEMO WBCI - Property Tax MP

⑆211170114⑆ 2220147325⑆ 5787

VICTORY BIBLE CHURCH INTL 10-14
TRINITY SANCTUARY
850 NORMAN ST
BRIDGEPORT, CT 06604-2130

9/19/2017 Date

1826
1-1367/260
2721

Pay to the Order of City of Bridgeport - Tax Collector \$2808²²
Two thousand, Eight hundred & Eight Dollars
and Twenty Two cents

TD Bank
America's Most Convenient Bank®

For 850 Norman St. Tax Francis O. Asante

⑆026013673⑆ 4310701556⑆ 1826

VICTORY BIBLE CHURCH INTL 10-14
TRINITY SANCTUARY
850 NORMAN ST
BRIDGEPORT, CT 06604-2130

9/15/17 Date

1825
1-1367/260
2721

Pay to the Order of City of Bridgeport \$6000.00
Six thousand dollars only

TD Bank
America's Most Convenient Bank®

For 850 Norman Street, BPT Francis O. Asante

⑆026013673⑆ 4310701556⑆ 1825

GENERAL DATA REAL ESTATE CITY OF BRIDGEPORT

AS OF 10/02/2018



BILL NO: 2016-01-0033612
 UNIQUE ID: 1110--01-----
 LINK#: 2018DQ0000827
 FILE#: 9467-17
 BANK: 9798/244
 ESCROW: 9467-17
 VOL/PAGE: 9798/244
 LIEN VOL/PAGE: 9798/244
 DISTRICT:

ORIGINAL OWNER: VICTORY BIBLE CHURCH INT L
 C/O: C/O BENJAMIN DIABENE
 ADDRESS: 35 POPE STREET
 ADDRESS2: FAIRFIELD CT 06825
 CITY ST ZIP: 850 NORMAN ST
 COUNTRY: EXR PROP LOC: 34 1110 1
 M/B/L:

PROP ASSESSED: 398,060
 EXEMPTIONS:
 COC CHANGE: -398,060
 NET VALUE:
 MILL RATE: 54.3700

E/D CODE: 0
 EXMPT CHANGE: 398,060

*** BILLED ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
INST1	4	10/02/2018		17/8630/2	T	0.00	0.00	24.00	0.00	24.00 N
INST2	4	10/02/2018		17/8630/1	T	-24.00	0.00	0.00	0.00	-24.00 N
INST3	4	10/02/2018		17/8629/2	T	24.00	0.00	0.00	0.00	24.00 N
INST4	4	10/02/2018		17/8629/1	T	0.00	0.00	-24.00	0.00	-24.00 N
VOID-F	4	10/02/2018		17/8628/2	T	486.96	0.00	0.00	0.00	486.96 N
VOID-F	4	10/02/2018		17/8628/1	T	0.00	-486.96	0.00	0.00	-486.96 N
Adj	3	09/28/2018	QQ 164164R	99/1/1	T	-21,642.52	0.00	0.00	0.00	0.00
Adj	1	07/23/2018		3/2061/2	T	10,821.26	0.00	0.00	0.00	0.00
Adj	10	06/28/2018		7/104/519	T	-10,821.26	0.00	0.00	0.00	0.00
Adj	3	09/19/2017		11/1247/38	T	5,308.22	0.00	0.00	0.00	5,308.22
Pmt	3	09/15/2017		86/2308/25	T	5,513.04	486.96	0.00	0.00	6,000.00
TOTAL PAID:						11,308.22	0.00	0.00	0.00	11,308.22

*** PAYMENTS ***

TOTAL PAYMENTS:

TOTAL BALANCE DUE AS OF 10/02/2018

TYPE	AMOUNT	TOTAL
INT DUE:	0.00	0.00
LIEN DUE:	0.00	0.00
FEES DUE:	0.00	0.00
TAX DUE NOW:	-11,308.22	-11,308.22
TOT DUE NOW:	-11,308.22	-11,308.22
BALANCE DUE:	-11,308.22	-11,308.22

*** FLAGS ***
 Circuit Breaker Amount: 0
 Invalid Address Flag No
 Last Adjustment Reason TAX EXEMPT PER STIP JUDGMENT FILED 9/27/

Benefit Year: 1998

**Real Estate
CITY OF BRIDGEPORT
Certificate of Change for the 2016 Grand List
Court Stipulation**

By authority of sec. 12-60 of the Connecticut General Statutes, the Assessor hereby adjusts the assessment list of 2016.

COC Date	List No.	Unique ID	COC No.
09/28/2018	33612	1110-01-----	164164R

VICTORY BIBLE CHURCH INT L
C/O BENJAMIN DIABENE
35 POPE STREET
FAIRFIELD, CT 06825

Property Information

Property Location	Map/Block/Lot
00850 NORMAN ST	34 1110 1
	Volume: 9467 / Page: 17

	Original	Adjustment	Current
Assessment	398,060	0	398,060
Exemptions	0	398,060	398,060
Net Assmt.	398,060	-398,060	0

Record changed for the following reasons:
TAX EXEMPT PER STIP JUDGMENT FILED 9/27/

Remarks:



For Tax Collector's use only

Real Estate Assessment Year: 2016 Due in Collection Year: 2017

	CITY	TD
Mill Rates	54.3700	
Original Tax	21,642.52	
Tax Credit	-21,642.52	
Current Tax	0.00	

TAX COLLECTOR, CITY OF BRIDGEPORT

GREEN AND GROSS, P.C.

LAW OFFICES
1087 BROAD STREET
BRIDGEPORT, CT 06604-4231
(203) 335-5141

FACSIMILE: (203) 367-9964

ERIC M. GROSS
SAMUEL T. ROST
JOEL Z. GREEN
BARBARA F. GREEN
PAUL A. SOBEL
LINDA PESCE LASKE

BERNARD GREEN
(1952-2003)

Of Counsel
PETER A. PENCZER

WEBSITE: WWW.GGLAW.NET

Email: egross@gglaw.net

September 26, 2018

Via Email: Russell.Liskov@bridgeportct.gov

Russell D. Liskov, Esq.
Bridgeport City Attorney
Office of the City Attorney
999 Broad Street
Bridgeport, CT 06604

Re: Victory Bible Church International Inc. v.
City of Bridgeport

Dear Russell:

As I indicated in my voicemail message to you, I have no issue with the language of the Stipulated Judgment. In fact, I have scanned it and forward it to you in blue ink so that you can file the Stipulation immediately. I would like to discuss how quickly you can deal with the lien on the property so that my clients can move forward with their refinance. They are incredibly anxious to do so, and their ability to move forward with improving the property is being hindered because the bank will not move forward until the tax lien has been removed. I would appreciate anything you can do to expedite that, and I further, as you well know, appreciate the speed with which the Stipulated Judgment has entered.

Best regards.

Very truly yours,

Eric M. Gross

EMG/mh
Enclosure

CURRENT OWNER	TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT
VICTORY BIBLE CHURCH INT'L C/O BENJAMIN DIABENE 35 POPE STREET FAIRFIELD, CT 06825					6015 BRIDGEPORT, CT
Additional Owners:					
Other ID: 1110-01-00000000					
Census Tract: CEN712					
Heart Abstract: 200					
Freeze					
Special Dist					
Supplemental Data					
Ex Com Ln	21	74,850	52,400		
Ex Com Bl	22	490,560	343,390		
Ex C Oub	25	3,240	2,270		
Total		568,650	398,060		



RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	Yr	Code	Assessed Value	Yr	Code	Assessed Value	Yr	Code	Assessed Value
VICTORY BIBLE CHURCH INT'L BRIDGEPORT ROMAN CATHOLIC	9467/17 0/0	07/22/2016	2017	21	52,400	2016	21	52,400	2015	21	52,400
			2017	22	343,390	2016	22	343,390	2015	22	343,390
			2017	25	2,270	2016	25	2,270	2015	25	2,270
Total					398,060			398,060			398,060

EXEMPTIONS	Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
	2017	DEAX		398,060.00					
Total:				398,060.00					

OTHER ASSESSMENTS	Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:				398,060				398,060	

ASSESSING NEIGHBORHOOD	NBHD/SUB	NBHD Name	Street Index Name	Tracing	Batch
	NC3/A				

NOTES	2017 QUADRENNIAL EXEMPTION APPROVED	FBI-CV-18-6077774-S
	NEW OWNER FOR 2016 MISSED DEADLINE TO FILE FOR TAX EXEMPT AT PURCHASE CITY ORDINANCE FOR TAX EXEMPT	BLDG. CONDITION AVERAGE 2015 REVAL RK VISIT 6/15/2017 WORK IN PROGRESS WITH NO PERMITS
	EXEMPTION GRANTED FOR 2017	PERMIT ISSUED 9/27/2017
	EXEMPT PER STIP JUDGMENT FILED 9/27/18	

BUILDING PERMIT RECORD	Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	CD	Purpose/Result
	7762	09/27/2017	IA	Int Reno Interior Alter	75,000	10/04/2017	0		GUT	06/15/2017	06		RK	R	Reviewed
		06/15/2015			0	06/15/2017			NO PERMITS (GUT RE)	08/26/2008			AD	91	Com Field Review
										09/08/1999			RK	P	Permit Activity
										07/03/1991			AP	A	Inside Inspection

LAND LINE VALUATION SECTION	B	# Code	Use	Zone	D	Front	Depth	Units	Unit Price	l. Factor	S.A	C. Factor	ST	Adj.	Notes-Adj	Special Pricing	S Adj	Fact	Adj. Unit Price	Land Value
	1	959	Religious School	ORN				6,958 SF	15.37	1.0000	C	1.00	NC3	0.70			1.00		10.76	74,850

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

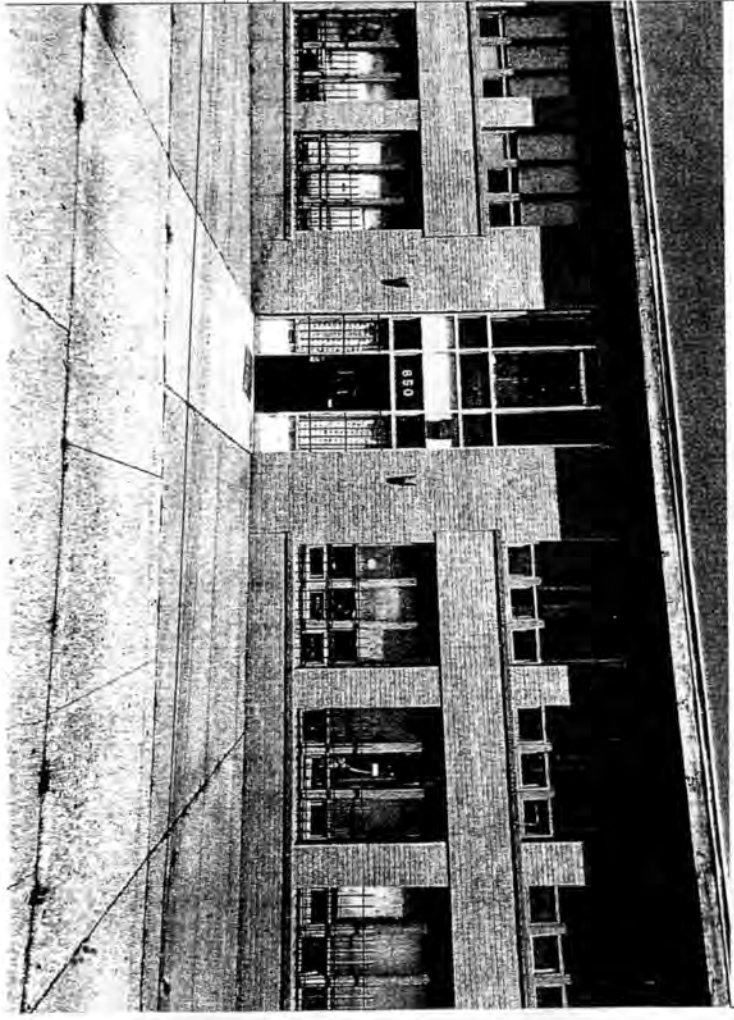
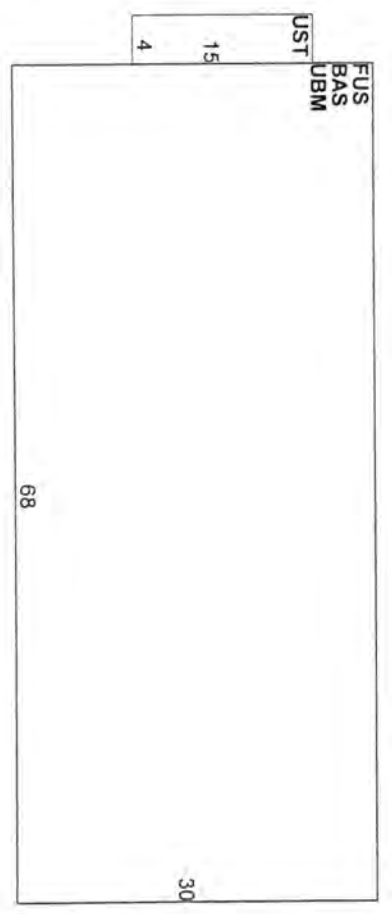
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	83		Schools				
Model	94		Comm/Ind				
Grade	08		Average				
Stories	2						
Occupancy	1						
Exterior Wall 1	20		Brick				
Exterior Wall 2							
Roof Struct	01		Flat				
Roof Cover	02		T+G/Rubber				
Interior Wall 1	05		Drywall				
Interior Wall 2							
Interior Floor 1	06		Linoleum				
Interior Floor 2							
Heating Fuel	04		Gas				
Heating Type	05		Hot Water				
AC Type	03		Central				
Bldg Use	959		Religious School				
Ttl Rooms	00						
Ttl Bedrms	0						
Ttl Baths	0						
Ttl Half Baths	0						
Ttl Xtra Fix	0						
Heat/AC	00		None				
Frame Type	03		Masonry				
Baths/Plumbing	02		Average				
Ceiling/Wall	05		Sus-Cell & WI				
Rooms/Prtis	02		Average				
Wall Height	9						
% Conn Wall							

OB-OUTBUILDING & YARD ITEM(S) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Descrip	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Chd	%Cnd	Apr Value
PAVI	Paving Asph	6	6 ft	L	1,600	3.00	1993	0	0			50	2,400
FNI	Fence, Chain			L	120	14.00	1993	0	0			50	840

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	2,040	2,040	2,040	171.37	349,594
FUS	Finished Upper Story	2,040	2,040	1,938	162.80	332,114
UBM	Unfin Basement	0	2,040	408	34.27	69,919
UST	Unfinished Utility Storage	0	60	18	51.41	3,085



DOCKET NO.: FBT-CV-18- 6077774-S : SUPERIOR COURT
VICTORY BIBLE CHURCH INTERNATIONAL : J.D. FAIRFIELD
V. : AT BRIDGEPORT
CITY OF BRIDGEPORT : SEPTEMBER 25, 2018

STIPULATED JUDGMENT

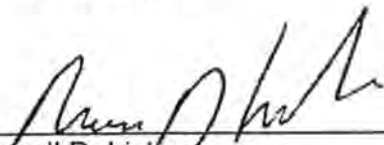
1. On or about October 1, 2016, the Plaintiff, Victory Bible Church International, Inc., was the owner of real property located at 850 Norman Street in the City of Bridgeport, Connecticut.
2. The Defendant, City of Bridgeport, did a citywide revaluation of all real property on October 1, 2015 based upon the values from October 1, 2015.
3. The Plaintiff is a 501(c)(3) corporation but failed to timely apply and file its quadrennial report for its exemption under Connecticut General Statute § 12-81.
4. The Plaintiff brought this suit to compel receipt of their exemption and based upon negotiations and exchanges of information, all parties have agreed to enter into this Stipulated Judgment.
5. The real property located at 850 Norman Street in Bridgeport, Connecticut will be exempt from real property taxes until the next time the Plaintiff is required to file their quadrennial request for an exemption, so long as the property remains owned by the Plaintiff and continues to operate in the same non-profit manner pursuant to Connecticut General Statute § 12-81.

DOCKET NO.: FBT-CV-18- 6077774-S : SUPERIOR COURT
VICTORY BIBLE CHURCH INTERNATIONAL : J.D. FAIRFIELD
V. : AT BRIDGEPORT
CITY OF BRIDGEPORT : SEPTEMBER 27, 2018

MOTION FOR JUDGMENT IN ACCORDANCE WITH STIPULATION

The Plaintiff and Defendant in the above-captioned matter respectfully request that Judgment enter in accordance with the attached Stipulated Judgment.

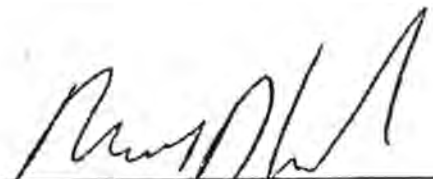
THE DEFENDANT

BY: 
Russell D. Liskov
OFFICE OF THE CITY ATTORNEY
999 Broad Street – 2nd Floor
Bridgeport, CT 06604
Telephone: 203-576-7647
Juris No. 06192

CERTIFICATION

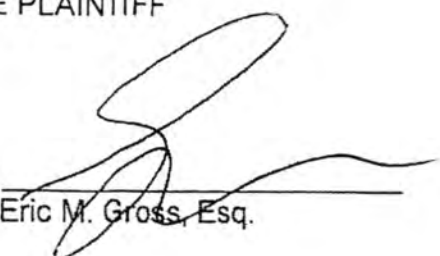
This is to certify that a copy of the foregoing was sent via electronic mail on this 27th day of September 2018, to all counsel and pro se parties of record as follows:

Eric M. Gross, Esq.
Green and Gross, P.C.
1087 Broad Street
Bridgeport, CT 06604


Russell D. Liskov

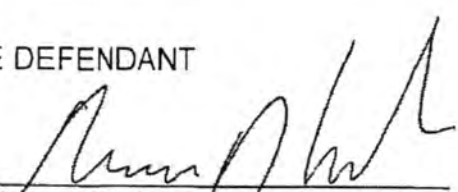
THE PLAINTIFF

BY:


Eric M. Gross, Esq.

THE DEFENDANT

BY:


Russell D. Liskov, Esq.



State of Connecticut Judicial Branch Superior Court E-Filing



Attorney/Firm: BRIDGEPORT CITY ATTORNEY (006192)

E-Mail: mark.anastasi@bridgeportct.gov Logout

[Hide Instructions](#)

You have successfully e-filed!

Instructions: The information about the item you filed is on this confirmation page. You must print a copy of this page for your records. Choose **Print This Page** at the top of the page to print your copy.

Choose **E-File Another Pleading/Motion/Other on this Case** to go back to the **Select a Motion** page to choose another document name and file another document.

Choose **Return to Superior Court E-Filing Menu** to go back to the menu page.

Choose **Return to Case Detail** to look at the documents filed in this case or to file a reclaim in this case.

[Print This Page](#)

Confirmation of E-filed Transaction (print this page for your records)

Docket Number:	FBT-CV-18-6077774-S
Case Name:	VICTORY BIBLE CHURCH INTERNATIONAL, INC. v. BRIDGEPORT, CITY OF
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	Sep-27-2018
Motion/Pleading by:	BRIDGEPORT CITY ATTORNEY (006192)
Document Filed:	103.00 MOTION FOR JUDGMENT IN ACCORDANCE WITH STIPULATION
Date and Time of Transaction:	Thursday, September 27, 2018 11:11:20 AM

[E-File Another Pleading/Motion/Other document on this Case](#)

[Return to Civil / Family Menu](#)

[Return to Case Detail](#)

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

ASSISTANT CITY ATTORNEYS

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

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John P. Bohannon, Jr.

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Tyisha S. Toms
Lisa R. Trachtenburg



OF COUNSEL
Russell D. Liskov
Ronald J. Pacacha

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

Comm. #188-17 Ref'd to Miscellaneous Matter Committee
On 10/15/2018

September 28, 2018

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Ana DeJesus, et al v. Juan C. Esquilin, et al
Docket No. FBT-CV-16-6060033-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>
Ana DeJesus	Personal Injury	Michael P. Foley, Esq. 1120 South Main Street P.O. Box 814 Cheshire, CT 06410-0814	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 THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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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. #189-17 Ref'd to Miscellaneous Matter Committee
On 10/15/2018

September 28, 2018

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Ana DeJesus, et al v. Juan C. Esquilin, et al
Docket No. FBT-CV-16-6060033-S**

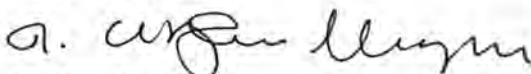
Dear Councilpersons:

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>
Jazmarie DeJesus	Personal Injury	Michael P. Foley, Esq. 1120 South Main Street P.O. Box 814 Cheshire, CT 06410-0814	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 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

Mark T. Anastasi
Richard G. Kaszak, 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. #190-17 Ref'd to Miscellaneous Matter Committee
On 10/15/2018

September 28, 2018

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Janessa Berrios v. Juan C. Esquilin, et al
Docket No. FBT-CV-17-6066207-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>
Janessa Berrios	Personal Injury	Paul J. Ganim, Esq. Ganim Legal, PC 2370 Park Avenue Bridgeport, CT 06604	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 THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

OF COUNSEL
Russell D. Liskov
Ronald J. Pacacha

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

Comm. #191-17 Ref'd to Miscellaneous Matter Committee
On 10/15/2018

September 28, 2018

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Kelly Jaramillo v. Juan C. Esquilin, et al
Docket No. FBT-CV-17-6061429-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>
Kelly Jaramillo	Personal Injury	Christina Hanna, Esq. The Berkowitz Law Firm, LLC 733 Summer Street, 2 nd Floor Stamford, CT 06901	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

Item# *182-17 Consent Calendar

Energy Consulting Services Agreement with Titan Energy
New England, Inc. for consulting services with respect to
Managing Renewable Energy Credits.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 15, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #182-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature; said approval effective as of November 6, 2018.

RECEIVED
CITY CLERKS OFFICE
18 NOV - 8 AM 9: 57
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk


To the City Council of the City of Bridgeport:

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

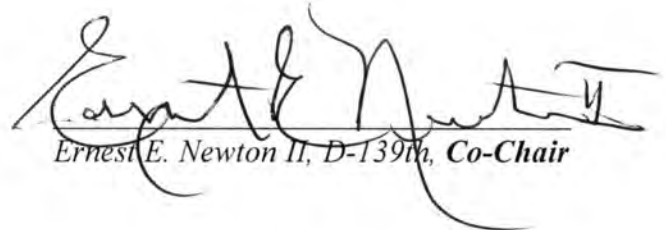
Item No. *182-17 Consent Calendar

RESOLVED, That the attached Energy Consulting Services Agreement between the City of Bridgeport and Titan Energy New England, Inc., for consultant services with respect to managing renewable energy, be and it hereby is, in all respects, approved, ratified and confirmed.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



Jeanette Herron, D-133rd, Co-Chair




Ernest E. Newton II, D-139th, Co-Chair



Jack O. Banta, D-131st

Alfredo Castillo, D-136th



Michael A. Defilippo, D-133rd

Maria Zambrano Viggiano, D-136th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 15, 2018

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 (iv) 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:

Item# *183-17 Consent Calendar

Energy Master Service Agreement with Enerwise Global Technologies, Inc. D/B/A CPower to provide On Peak Demand Energy Response Management.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 15, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #183-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature; said approval effective as of November 6, 2018.

RECEIVED
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18 NOV -8 AM 9:58

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

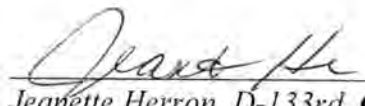
To the City Council of the City of Bridgeport:

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

Item No. *183-17 Consent Calendar

RESOLVED, That the attached 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, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



Jeanette Herron, D-133rd, Co-Chair



Ernest E. Newton II, D-139th, Co-Chair



Jack O. Banta, D-131st

Alfredo Castillo, D-136th



Michael A. Defilippo, D-133rd

Maria Zambrano Viggiano, D-136th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 15, 2018

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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

By:

Date:

Name: Shelley Schopp

Title: Senior VP, Customer Fulfillment

Address: 1001 Fleet Street, Suite 400

City: Baltimore State: MD Zip: 21202

Phone: 1-844-CPower1, Option 2

Email: contract@cpowerenergymanagement.com

legal@cpowerenergymanagement.com

City of Bridgeport

By:

Date:

Name: John Ricci

Title: Director, Public Facilities

Address: 999 Broad Street

City: Bridgeport State: CT Zip: 06604

Phone: 203-576-7130

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	Microgrd	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

Item# *178-17 Consent Calendar

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.



**Report
of
Committee
on
Budget & Appropriations**

City Council Meeting Date: October 15, 2018

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

Approved by: Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #178-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature; said approval effective as of November 6, 2018.

ATTEST

CITY CLERK

18 NOV - 8 AM 9: 57

RECEIVED
CITY CLERKS OFFICE



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

Item No. *178-17 Consent Calendar

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”).



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *178-17 Consent Calendar

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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.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. *178-17 Consent Calendar

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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.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *178-17 Consent Calendar

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(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.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Denese Taylor-Moye, Co-Chair


Maria Zambrano Viggiano, Co-Chair



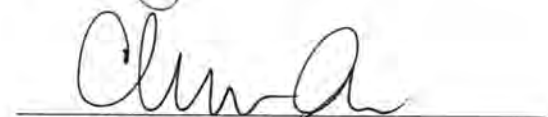
Jeanette Herron



Mary A. McBride-Lee



Michael A. Defilippo



Christina B. Smith



Nessah J. Smith

City Council Date: October 15, 2018

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.

Item# *179-17 Consent Calendar

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.



**Report
of
Committee
on
Budget & Appropriations**

City Council Meeting Date: October 15, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #179-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature; said approval effective as of November 6, 2018.

ATTEST

CITY CLERK

18 NOV -8 AM 9:58

RECEIVED
CITY CLERKS OFFICE



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

Item No. *179-17 Consent Calendar

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").



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *179-17 Consent Calendar

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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.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *179-17 Consent Calendar

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(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



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *179-17 Consent Calendar

-4-

(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.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Denese Taylor-Moye, Co-Chair

Maria Zambrano Viggiano, Co-Chair

Jeunette Herron

Mary A. McBride-Lee

Michael A. Defilippo

Christina B. Smith

Michael A. Defilippo

Nessah J. Smith

City Council Date: October 15, 2018

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.

Item# *180-17 Consent Calendar

Approval of Tax Anticipation Notes (TANS) - To Pay Current Expenses and Obligations of the City - FY 2019.



**Report
of
Committee
on
Budget & Appropriations**

City Council Meeting Date: October 15, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #180-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature; said approval effective as of November 6, 2018.

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
18 NOV -8 AM 9:58



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

Item No. *180-17 Consent Calendar

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *180-17 Consent Calendar

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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, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *180-17 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Denese Taylor-Moye, Co-Chair

Maria Zambrano Viggiano, Co-Chair

Jeanette Herron

Mary A. McBride-Lee

Michael A. Defilippo

Christina B. Smith

Nessah J. Smith

City Council Date: October 15, 2018

Item# *181-17 Consent Calendar

Approval of Grant Anticipation Notes (GANS) - To Pay
Certain School Building Project Expenses in Anticipation
of State Grants.



**Report
of
Committee
on
Budget & Appropriations**

City Council Meeting Date: October 15, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport,
Chapter 5, Section 11, the following resolution #181-17
was approved by the City Council of the City of Bridgeport on
October 15, 2018 and does not require Mayoral signature;
said approval effective as of November 6, 2018.

ATTEST

CITY CLERK

18 NOV -8 AM 9:58

RECEIVED
CITY CLERKS OFFICE



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

Item No. *181-17 Consent Calendar

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *181-17 Consent Calendar

-2-

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *181-17 Consent Calendar

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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



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *181-17 Consent Calendar

-4-

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.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Denese Taylor-Moye, Co-Chair

Maria Zambrano Viggiano, Co-Chair




Jeanette Herron



Mary A. McBride-Lee



Michael A. Defilippo



Christina B. Smith



Nessah J. Smith

City Council Date: October 15, 2018

Exhibit A

SCHOOLS (current)	Rev. Budget Final	Exp thru 8/18	Recvd CT Aid	State Aid Due estimated	Total CT Aid	% CT aid	City Bonds
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-F	\$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 million
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			

Item # *176-17 Consent Calendar

Resolution authorizing the Urban Enterprise Zone Assessment deferral for a qualified development located at 515 West Avenue.



**Report
of
Joint Committee
on**

**Budget & Appropriations and
Miscellaneous Matters**

City Council Meeting Date: **October 15, 2018**

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Garim, Mayor

Date Signed:

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #176-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature: said approval effective as of November 6, 2018.

CITY CLERK

ATTEST

18 NOV -8 AM 9:57

RECEIVED
CITY CLERKS OFFICE



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Joint Committee on Budget & Appropriation and Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. *176-17 Consent Calendar

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"); and

Whereas, the Ordinance provides that, with respect to certain real property improvement 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"); and

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 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.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on Miscellaneous Matters and Budget & Appropriations
Item No. *176-17 Consent Calendar

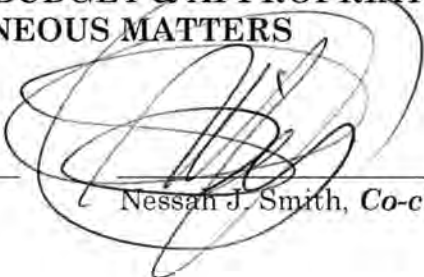
-2-

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 **and authorizes OPED to work on ten, fifteen, and twenty-year abatement schedules going back to October 1, 2017 and return such schedules to the City Council for action.**

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON BUDGET & APPROPRIATIONS AND
MISCELLANEOUS MATTERS**

AmyMarie Vizzo-Paniccia, *Co-Chair*



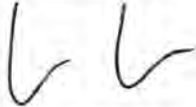
Nesson J. Smith, *Co-chair*

Denese Taylor-Moye, *Co-Chair*

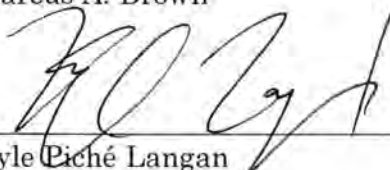
Maria Zambrano Viggiano, *Co-Chair*



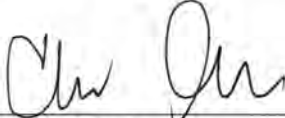
Marcus A. Brown




Michael A. Defilippo



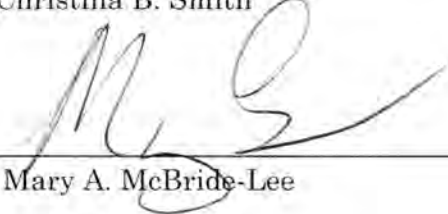
Kyle Piché Langan



Christina B. Smith



Jeanette Herron



Mary A. McBride-Lee

City Council Date: October 15, 2018