

**AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, JUNE 5, 2023**

**7:00 p.m.**

**CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE**

**BRIDGEPORT, CONNECTICUT 06604**

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: May 1, 2023

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 70-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL – Docket No. FBT-CV-20-6096325-S, referred to Miscellaneous Matters Committee.
- 71-22** Communication from Board of Education re: Proposed Resolution for School Construction Project Application for State Grants and Initiation of Design for John Winthrop Elementary School Renovate to New Project, referred to Education and Social Services Committee.
- 72-22** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 73-22** Communication from Finance re: Proposed Approval of General Obligation Bonds and the Reallocation of the City Bond Proceeds for certain Board of Education Capital Projects – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.
- 74-22** Communication from Information Technology Services re: Proposed Professional Services Agreement with Livewire Sound and Image LLC, for Audio/Visual Upgrades to the Council Chambers and Wheeler Rooms located at City Hall, 45 Lyon Terrace, referred to Contracts Committee.
- 75-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270), referred to Economic and Community Development and Environment Committee.
- 76-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533), referred to Economic and Community Development and Environment Committee.

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

- 77-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420), referred to Public Safety and Transportation Committee.
- 78-22** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program, referred to Public Safety and Transportation Committee.
- 79-22** Communication from City Attorney re: Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023 for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission’s Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, referred to Ordinance Committee.
- 80-22** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Crescent Crossings 1C Affordable Housing Redevelopment Project, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 81-22** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Areyto Apartments located at 665-679 Arctic Street, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

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

- \*65-22** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 – Sexually Oriented Business Ordinance.
- \*66-22** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section(s): 10.16.010 – Definitions; 10.16.020 – Designation of Traffic Authority and 10.16.040 – Designation of Parking Division.
- \*67-22** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.
- \*52-22** Economic and Community Development and Environment Committee Report re: Resolution to the City’s Program Year 49 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership (HOME); and Housing Opportunities for Persons with AIDS (HOPWA).
- \*53-22** Economic and Community Development and Environment Committee Report re: Resolution regarding a Substantial Amendment to the City’s Program Year 46 Annual Action Plan as it relates to the Emergency Solutions Grant (ESG).

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

- \*58-22** Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for the Connecticut Neighborhood Assistance Act Tax Credit Program.
- \*54-22** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing the Mt. Growmore Land Development Agreement and Ground Lease Agreement with East End NRZ Market & Café, Inc. for the properties located at 329 Central Avenue, 118 and 124 Suggetts Lane and 128 Trowel Street.

**ROLL CALL VOTE ITEM:**

- \*57-22** Miscellaneous Matters Committee Report re: Appointment of Mark Stevens Harp (D) to the Harbor Commission.

**MATTERS TO BE ACTED UPON:**

- 56-22** Miscellaneous Matters Committee Report re: Appointment of John Mariani, Jr. (D) to the Planning and Zoning Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 5, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

<b>NAME</b>	<b>SUBJECT</b>
1.) Jilian Genao 651 Westfield Avenue Bridgeport, CT 06606	1775 Madison Avenue, previous Testo site.
2.) Chris Caruso 208 Beechmont Avenue Bridgeport, CT 06606	North End Zoning Issues.
3.) Yvette Diaz 182 Kennedy Drive Bridgeport, CT 06606	Zoning issues at 2600 Madison Ave., Testo's Property and old Stop & Shop Property.
4.) Nicole Bernard 45 Russo Terrace Bridgeport, CT 06606	Testo's/Avon Commons and the destruction of a North End Neighborhood.
5.) Susyun Purefoy 387 Queen Street Bridgeport, CT 06606	2600 Madison Avenue issue along with other planning zone issues.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
MONDAY, JUNE 5, 2023  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604**

**CALL TO ORDER**

Council Member Newton called the Public Speaking session of the City Council to order at 6:32 p.m. He explained that Council President Nieves had been delayed and would be arriving shortly.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

- 130<sup>th</sup> District: Scott Burns, Matthew McCarthy
- 131<sup>st</sup> District: Jorge Cruz, Tyler Mack
- 132<sup>nd</sup> District: Rolanda Smith
- 133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron
- 134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy
- 136<sup>th</sup> District: Frederick Hodges, Alfredo Castillo
- 137<sup>th</sup> District: *Aidee Nieves*, Maria Valle
- 138<sup>th</sup> District: Maria Pereira, Samia Suliman
- 139<sup>th</sup> District: Ernest Newton

RECEIVED  
CITY CLERKS OFFICE  
23 JUN 12 PM 4: 15  
ATTEST  
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called. A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 5, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.**

**NAME**

**SUBJECT**

**Jilian Genao**  
651 Westfield Avenue  
Bridgeport, CT 06606

1775 Madison Avenue, previous Testo site.

Ms. Genao came forward and stated that she had a document regarding the Bridgeport Planning and Zoning that she would like to submit for the record. Mr. Gaudett came forward and collected the document.

City of Bridgeport  
City Council  
Regular Meeting  
June 5, 2023

*Council President Nieves joined the meeting at 6:35 p.m. and assumed the Chairmanship.*

**PEOPLE OVER POLITICS COMMITTEE**  
*BRIDGEPORT NEIGHBORS FIGHTING TO BE HEARD!*

[PEOPLEOVERPOLITICS23@GMAIL.COM](mailto:PEOPLEOVERPOLITICS23@GMAIL.COM)

May 26, 2023

Joseph P. Ganim, Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

Planning and Zoning Commission  
c/o Mel Riley, Acting Chair  
45 Lyon Terrace  
Bridgeport, CT 06604

Mark Anastasi, City Attorney  
Russell Liskov, Associate City Attorney  
999 Broad Street  
Bridgeport, CT 06604

Dear Bridgeport Officials,

***The People over Politics Committee*** is an organization composed of Bridgeport homeowners and taxpayers. We have been forced to organize and come together to save our residential neighborhood from the politics of preferential treatment.

A multi-story 177-unit apartment complex has been proposed at the site of Testo's Restaurant on Madison Avenue, adjacent to Russo Terrace and Westfield Avenue.

We are outraged that a high-rise development has been planned for this site, which until 2013, was zoned residential. Even more outrageous is the fact that this eyesore can be erected in a single-family residential neighborhood, without an opportunity for those most directly affected to voice their opposition in a meaningful way.

The process that led us to this fiasco is a testament to the political corruption of the zoning process and the zoning regulations. It is outrageous that this Planning and Zoning Commission will have no input in the process and that a Special Permit is not required prior to construction.

City of Bridgeport  
City Council  
Regular Meeting  
June 5, 2023

Page 2

Our neighborhood has been betrayed, by those in appointed and elected office. This betrayal took the form of an unorthodox change in Bridgeport's Master Plan of Development designed to benefit one individual and his family, Democratic Party Chairman, Mario Testo.

This change in the Master Plan, which was used as a Trojan Horse, led to a downgrading of zoning along Madison Avenue from Residential to Office Retail General. This was accomplished and was accompanied by deceptive representations that the property would continue its existing use in the foreseeable future.

It is a mockery of the Democratic Process that we are unable to express our opinion and this commission is unable to employ the Special Permit Process as a means of protecting Bridgeport residents and taxpayers. Mayor Ganim claims that he supports our neighborhood cause, but other than grandstanding, he has proposed no remedy for the destruction of our neighborhood brought about by his political Godfather.

Therefore, we call upon Mayor Ganim to direct the City Attorney to conduct a full and comprehensive investigation of this entire situation and to determine whether the favored developer will be able to proceed without input from this commission and the public. A public hearing must be held to demonstrate accountability to the people and reverse this travesty.

You will all recall that a development on Jewett Ave was ticketed for an over-the-counter approval, until a City Attorney opinion stated that the procedure was improper. This commission will recall that this City Attorney opinion occurred only after neighborhood opposition, and legal action initiated before the Zoning Board of Appeals.

We call upon the Mayor and his City Attorney to perform the same thorough analysis on behalf of our neighborhood and the People Over Politics Committee.

To do anything less, will send a clear signal that in Bridgeport, the Special Interests pollute the process, and the People have no voice. Our City Attorney's Office has been the source of creative legal opinions in the past. The time is now to stand up for the homeowners and the taxpayers, against the political bosses.

Awaiting your immediate response, we remain,

**PEOPLE OVER POLITICS COMMITTEE, BY**



Omar Genao, Co-Chair  
PeopleOverPolitics23@gmail.com  
Bridgeport, CT 06606



Bianca Davis-Brooks, Co-Chair  
PeopleOverPolitics23@gmail.com  
Bridgeport, CT 06606

Ms. Genao made the following statement to the Council:

Good evening.

I stand here today to educate on the values of the North End of Bridgeport. Take a moment to note the messages standing behind me today. We stand united in opposition to this invasion of our neighborhood. The previous Testo site has been sold and we will not be silenced regarding the development plan of a 177 unit building in the middle of a residential neighborhood.

My husband and I came from New York and immediately fell in love with the neighborhood. We did not anticipate a monstrosity of the building to be developed in front of our property. My husband and I feel like we are going back in time. That's what New York is for, not the single-family home neighborhood that we chose to create new memories. Since moving in, we have created friendships among the neighbors. It is an ideal, friendly and warm neighborhood. The last few years residing in Bridgeport have been the best part of our lives. Needless to say, we are simulated well into the community as it became our home. We intend to carry on this chapter for years to come.

We shall not remain quiet; we will not allow our elderly residence to live in fear of what is happening to their neighborhood. They have work for decades to grow and enrich the community to its current standard. They raise families in this neighborhood. When we bought our home, it was from a family that resided there for over 30 years. The love and value for family, community and peace are the essential factors that identify the North End.

As I walk through Madison Avenue, my heart breaks to see the changes that we are ready face. The development appears to be abandoned and has garbage surrounding the perimeter. There are pictures to prove such. Our lawns in the neighborhood remain immaculate and that's standard shall remain hell.

As I walk through Madison Avenue, my heart breaks to see the changes that we are ready face. The development appears to be abandoned and has garbage surrounding the perimeter. There are pictures to prove such. Our lawns in the neighborhood remain immaculate, and that standard shall remain held.

It is evident that our leaders do not have our same values. It is exemplified in your actions. What are you doing to our people? It appears you have not driven through the north end lately, because it is with a simple drive through the beautiful streets of the north end that you will observe family, unity, happiness, a family, playing, catch outdoors, neighbors, greeting each other, families, walking their dogs, children, learning how to ride a bike and families gathering for events in their backyard.

We are seeking to remain the integrity of the neighborhood. We are outraged by the deception and the invasion. We are standing unity on this matter. We look at you all to



support us in the cessation of this development. Whether you grew up in the north end, transitioned into the north end, or simply with the North End at heart we welcome you, but demand you not destroy our neighborhood. We require a hearing. We are the People Over Politics.

**Chris Caruso**  
208 Beechmont Avenue  
Bridgeport, CT 06606

North End Zoning Issues.

Mr. Caruso came forward and read the following statement into the record:

Council President, Nieves, and members of the Bridgeport City Council:

My name is Chris Caruso, and I am a resident of the city of Bridgeport. Since last month, I have appeared twice before the City Council during its public speaking segment to address a number of zoning issues currently affecting the North End of the city, but undoubtedly, within time, will affect all parts of our city.

Therefore, as our local, elected officials, I am seeking your immediate resource, support and action in the following ways:

1. That the Council draft, and approve a resolution, calling on the Bridgeport Planning and Zoning Commission to immediately draft a tailored moratorium on the City's Master Plan and corresponding regulations, and further; support the complete rewrite of a new Master Plan and corresponding regulations, especially to protect the integrity of residential neighborhoods throughout the City. In recent years, the Zoning Commission of Shelton, and Milford have issued moratoriums to allow for the review and consideration of their respective zoning regulations.
2. That the City Council convene as a committee "Committee of the Whole" to entertain a presentation on how "**preferential political treatment**" allowed for the development of 177 commercial apartment units with underground parking in the neighborhood of single-family homes at 1775 Madison Avenue without a required public hearing, or at the very least, conditions required under a special permit.
3. That the Council in concert with neighbors, property owners, and taxpayers under the banner of "People over Politics" call on Mayor Ganim to instruct the City Attorney to launch an immediate investigation into the "**preferential political treatment**" of 1775 Madison Avenue, issue a legal opinion as part of the investigation and call on the Bridgeport Planning And Zoning commission to conduct an immediate public hearing concerning 1775 Madison Avenue.

The Master Plan is a 10 year vision on how development will shape the future of the City's landscape; its residential neighborhood, its commercial and industrial zones, its downtown and yes, its parklands, too. The current Master Plan was drafted, adopted and

promulgated during the COVID pandemic, which severely limited public scrutiny, and the City Council's review as well. The Plan was posted online, but to the average resident a degree in land use planning, was required to make heads or tails of it. As the State was closing down operations and limiting government functions to protect public health, the Planning Department was moving full-steam ahead with developing the Master Plan.

Further, private meetings behind closed doors, and out of public view were held between developers, leading land-use attorneys and personnel from the City's land-use departments to discuss ways to include propose projects within the perimeters of the Master Plan. In short, the process was unfair, questionable and lack, professional, objectivity, and oversight.

In closing, I await your immediate response, and I will make myself available to assist the Council in acting on these three requests that I have made this evening.

Thank you and good evening!

**Yvette Diaz**  
182 Kennedy Drive  
Bridgeport, CT 06606

Zoning issues at 2600 Madison Ave.,  
Testo's Property and old Stop & Shop  
Property.

Ms. Yvette Diaz was the next person called. There was no response.

**Nicole Bernard**  
45 Russo Terrace  
Bridgeport, CT 06606

Testo's/Avon Commons and the  
destruction of a North End Neighborhood.

Ms. Bernard came forward and greeted the Council. She said that she lived in the area and did not hear about the planned project for 177 units until recently. She lives only a few yards from Testo's and this is unacceptable. Ms. Bernard has many concerns about this development. No one ever came to speak to the community about what is needed in the area. The community is concerned about the demolition of Testo's, and she said they often open their windows and wondered what they would be breathing in. She said that there was an underground garage and asked how it would affect her property. There is already heavy traffic on the road. This is not the place for this development. Ms. Bernard concluded her comments by urging everyone to take notice of this issue and do something about it.

**Susyun Purefoy**  
387 Queen Street  
Bridgeport, CT 06606

2600 Madison Avenue issue along with  
other planning zone issues.

Ms. Susan Purefoy came forward and greeted the Council. She said that she was present with her mother, who had been a resident for over 30 years. She spoke about the storage facility on Madison Avenue. There are many locations suitable for a storage unit, but not this one. This property should be used for affordable housing rather than a storage facility. She mentioned the

housing for the Sacred Heart students and its effect on the surrounding neighborhood. It sets a tone that the City does not care about the North End. She said that there were a number of properties owners who no longer live in Bridgeport. The Council should listen, and care. They should work on bringing jobs and affordable housing to Bridgeport. They should also correct the issues with the Testo's property. She noted that God neither sleeps nor slumbers.

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

Council President Nieves called the first name on the sign-up sheet, which was Mr. Lee.

Mr. Lee came forward and greeted the Council. He then read the following statement into the record:

Each of us has read the US Constitution in part or fully on one or more occasions but can we pass a test on the principles and meaning of each section today? You spend a good portion of your days 'practicing democracy' when living by those principles, whether you think about it or not. The establishment of rights for your constituents is vitally dependent on your knowledge and practice of principles.

Word from Hartford in 2023 indicates that as a State our gun control rules are among the best in the US. Yet more work was required to deal with issues of technology, weapons re-sale, etc. but the effort will be successful when Governor Lamont signs his approval. What will it mean to residents of Bridgeport? Have you considered? The First Amendment to the Constitution provides certain rights around religious practice, free speech, a free press, and the right of the people to peaceably assemble in concert with others.

But does peaceable assembly address any or every time we leave our residence to go to a place of worship, or an office of government including a library, or to a school for education, or a business of commerce to purchase merchandise or a service, or merely to address the City Council for redress of grievances?

All of us know that the second amendment to the Bill of Rights provides a right to bear arms. More than two centuries later the right to have guns of many types, almost for any reason, and then not use them regularly or routinely exists to protect our lives and property. But the availability of more than four hundred million weapons and ammunition has proven violent and dangerous to most people. Have we lost sight of the purpose and basic rights in our insistence that the Second Amendment coverage is deemed more important by a minority of citizens than the rights of a majority to pursue peaceable gatherings or assembly?

Think on that. Does that lead to a path of difficult conversations with neighbors, legislators, and others with concerns, or less? Can listening save more lives? What can

lessen fear of gun violence that is common? Where are the protected gun-free safe zones in our environment? Courthouses, some schools, and motor vehicle offices are current. Are there more? Where do you wish legislative attention next year? Time will tell.

**Jermaine Rodgers**

Status of FOI request

Main Street  
Bridgeport, CT

Mr. Rogers came forward and greeted the Council and said that he was present to speak about FOI issues. He said that Council Member Cruz had gotten the information he had requested for him.

Mr. Rogers challenged the Council members as to whether anyone had looked at their constituents FOI requests and ranked them in terms of severity. The constituents voted the Council members in and they can be voted out.

**Robert Halstead**

55 Sterling Place  
Bridgeport, CT

Mr. Halstead said that there was apparently a computer glitch this year and said that he did not see any CDBG funding going into the 137th. Mr. Halstead said that this was Federal funding. He then spoke about the various schools that have been using the community gardens. He spoke about Bassick High School, the 132nd district and the East Side. The community gardens feed people.

**Angela Krupcalper**

32 Lee Avenue  
Bridgeport, CT

Council President Nieves called Ms. Krupcalper to address the Council. There was no response.

**Carmen Lopez**

Balmforth Street  
Bridgeport, CT

Ms. Lopez came forward and greeted the Council members. She said that they had heard the anguished plea from the community about the 177 units of housing that has been planned for the former Testo's site. She said that she would not repeat the earlier statements, but wanted to point out the manipulation of Bridgeport's politics designed to support the Democratic Town Chairman, Mario Testo. An examination of the past will reveal how the politics and preferential treatment has spawned a culture of corruption in this city. She went on to speak about a court case that was settled in 2008 regarding the zoning law. A few years later, in an unprecedented fashion, an application was made for a change in the Master Plan. And this change was approved.

City of Bridgeport  
City Council  
Regular Meeting  
June 5, 2023

There is a State statute that gives a role to the City Council whenever there is a change in the Master Plan. Ms. Lopez said that Mr. Buckley who was the Zoning Official, contacted the City Council and informed them about this change. The Council forwarded the item to a Committee and the Committee stated that they were not involved in zoning. The Council President at the time, Atty. Tom McCarthy, decided that the City Council should not play a role in this issue. Atty. McCarthy is still involved as a District Leader. And in 2021, Mr. Testo applied for a building permit for this monstrosity and it was reported in January 2022. There wasn't so much as a peep from the City leaders then but today, everyone is outraged. Ms. Lopez suggested that the Council conduct an investigation involved in this issue.

**April Billings**

44 Glendale Avenue  
Bridgeport, CT

Ms. Billings came forward and greeted the Council members. said that the elected officials should be working for their constituents.

Ms. Billings came forward and said that she had lived here for 36 years. She said that the Council should show some respect for the neighborhood and the neighborhoods should have a chance to speak about this. People in the community are unhappy.

She also mentioned that one of the property owners live in Southport and wants to clear out a space for another house.

Ms. Billings then spoke about the proposed storage unit project and suggested a cap on development because they need affordable housing rather than storage units.

**ADJOURNMENT**

Council President Nieves closed the public session at 7:07 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, JUNE 5, 2023**

**7:00 PM**

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

**CALL TO ORDER.**

Mayor Ganim called the Regular Meeting of the City Council to order at 7:23 p.m.

**PRAYER**

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

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

The City Clerk Martinez called the roll.

130<sup>th</sup> District: Scott Burns, Matthew McCarthy  
131<sup>st</sup> District: Jorge Cruz, Tyler Mack  
132<sup>nd</sup> District: Rolanda Smith  
133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy  
136<sup>th</sup> District: Frederick Hodges, Alfredo Castillo  
137<sup>th</sup> District: Aidee Nieves, Maria Valle  
138<sup>th</sup> District: Maria Pereira, Samia Suliman  
139<sup>th</sup> District: Ernest Newton

A quorum was present. Names shown in italics did not respond when the roll was called.

**MINUTES FOR APPROVAL:**

• May 1, 2023

**\*\* COUNCIL MEMBER HERRON MOVED TO APPROVE THE MINUTES OF THE MAY 1, 2023 MINUTES.**

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

**\*\* THE MOTION TO APPROVE THE MINUTES OF THE MAY 1, 2023 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**70-22 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL – Docket No. FBT-CV-20-6096325-S, referred to Miscellaneous Matters Committee.**

**71-22 Communication from Board of Education re: Proposed Resolution for School Construction Project Application for State Grants and Initiation of Design for John Winthrop Elementary School Renovate to New Project, referred to Education and Social Services Committee.**

**72-22 Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.**

**73-22 Communication from Finance re: Proposed Approval of General Obligation Bonds and the Reallocation of the City Bond Proceeds for certain Board of Education Capital Projects – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.**

**74-22 Communication from Information Technology Services re: Proposed Professional Services Agreement with Livewire Sound and Image LLC, for Audio/Visual Upgrades to the Council Chambers and Wheeler Rooms located at City Hall, 45 Lyon Terrace, referred to Contracts Committee.**

**75-22 Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270), referred to Economic and Community Development and Environment Committee.**

**76-22 Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533), referred to Economic and Community Development and Environment Committee.**

**77-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420), referred to Public Safety and Transportation Committee.

**78-22** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program, referred to Public Safety and Transportation Committee.

**79-22** Communication from City Attorney re: Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023 for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission’s Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, referred to Ordinance Committee.

**80-22** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Crescent Crossings 1C Affordable Housing Redevelopment Project, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

**81-22** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Areyto Apartments located at 665-679 Arctic Street, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

**\*\* COUNCIL MEMBER HERRON MOVED THE FOLLOWING COMMUNICATIONS BE REFERRED TO COMMITTEES:**

**70-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF ASHLEY QUILES, ET AL – DOCKET NO. FBT-CV-20-6096325-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**71-22 COMMUNICATION FROM BOARD OF EDUCATION RE: PROPOSED RESOLUTION FOR SCHOOL CONSTRUCTION PROJECT APPLICATION FOR STATE GRANTS AND INITIATION OF DESIGN FOR JOHN WINTHROP ELEMENTARY SCHOOL RENOVATE TO NEW PROJECT, REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.**

**72-22 COMMUNICATION FROM TAX COLLECTOR RE: MUNICIPAL SUSPENSE TAX BOOK, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.**

**73-22 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS AND THE REALLOCATION OF THE**



**CITY BOND PROCEEDS FOR CERTAIN BOARD OF EDUCATION CAPITAL PROJECTS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.**

**74-22 COMMUNICATION FROM INFORMATION TECHNOLOGY SERVICES RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH LIVEWIRE SOUND AND IMAGE LLC, FOR AUDIO/VISUAL UPGRADES TO THE COUNCIL CHAMBERS AND WHEELER ROOMS LOCATED AT CITY HALL, 45 LYON TERRACE, REFERRED TO CONTRACTS COMMITTEE.**

**75-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – ELDERLY HISPANIC OUTREACH PROGRAM (#24270), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**76-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – BRIDGEPORT SENIOR CENTER RECREATION ACTIVITIES (#24533), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**77-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – PROJECT LIFESAVER PROGRAM (#24420), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**78-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**79-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED PLAN OF DISTRICTING ADOPTED BY THE REDISTRICTING COMMISSION ON MAY 30, 2023 FOR AMENDMENT OF CODE OF ORDINANCES, SECTION 2.06.010, TO COMPLY WITH THE COMMISSION'S PLAN AND FOR PROVIDING SUITABLE POLLING PLACES IN SUCH DISTRICTS AND DEFINING THE BOUNDARIES OF THE AREA TO BE SERVED BY EACH POLLING PLACE, REFERRED TO ORDINANCE COMMITTEE.**

**80-22 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CRESCENT CROSSINGS 1C AFFORDABLE HOUSING REDEVELOPMENT PROJECT, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.**

**81-22 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE AREYTO APARTMENTS LOCATED AT 665-679 ARCTIC STREET, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.**

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

**\*\* THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

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

**\*65-22 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 – Sexually Oriented Business Ordinance.**

**\*66-22 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section(s): 10.16.010 – Definitions; 10.16.020 – Designation of Traffic Authority and 10.16.040 – Designation of Parking Division.**

**\*67-22 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.**

**\*52-22 Economic and Community Development and Environment Committee Report re: Resolution to the City's Program Year 49 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership (HOME); and Housing Opportunities for Persons with AIDS (HOPWA).**

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

**\*58-22 Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for the Connecticut Neighborhood Assistance Act Tax Credit Program.**

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

Mayor Ganim asked if there was anyone who wished to remove an item from the Consent Calendar.

Council Member Mack requested Agenda Items 66-22 and 67-22 be removed.

Council Member Burns requested Agenda Items 52-22, 53-22 and 54-22 be removed.

**\*\* COUNCIL MEMBER HERRON MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

**\*65-22 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE.**

**\*58-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION APPROVING PROGRAMS FOR THE CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM.**

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

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

**66-22 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section(s): 10.16.010 – Definitions; 10.16.020 – Designation of Traffic Authority and 10.16.040 – Designation of Parking Division.**

**\*\* COUNCIL MEMBER MACK MOVED AGENDA ITEM 66-22 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.16 – PARKING, AMEND SECTION(S): 10.16.010 – DEFINITIONS; 10.16.020 – DESIGNATION OF TRAFFIC AUTHORITY AND 10.16.040 – DESIGNATION OF PARKING DIVISION.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that she would not support this item because the Traffic Authority only has the authority to ticket vehicles in municipal lots.

**\*\* THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA,**

**MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**67-22 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.**

**\*\* COUNCIL MEMBER MACK MOVED AGENDA ITEM 67-22 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.94 – FAIR RENT COMMISSION.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Mack said that they had discussed this in Committee and had reviewed the contract but there had been a number of amendments in terms.

**\*\* COUNCIL MEMBER MACK MOVED AMEND AGENDA ITEM 67-22 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.94 – FAIR RENT COMMISSION AS DISCUSSED.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

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

**\*\* COUNCIL MEMBER MACK MOVED AGENDA ITEM 67-22 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.94 – FAIR RENT COMMISSION AS AMENDED.**

Council Member Mack said that this initiative had been a long time coming. He thanked everyone for all their hard work. Discussion followed.

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

Mayor Ganim noted that he and Council Member Newton had been with the Governor regarding additional funding for rental assistance for those who go for job training.

Council Member Cruz said that he was pleased to have been part of the work on this ordinance.

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

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

**\*\* COUNCIL MEMBER BURNS MOVED AGENDA ITEM 54-22 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND**

**CONTRACTS REPORT RE: RESOLUTION AUTHORIZING THE MT. GROWMORE LAND DEVELOPMENT AGREEMENT AND GROUND LEASE AGREEMENT WITH EAST END NRZ MARKET & CAFÉ, INC. FOR THE PROPERTIES LOCATED AT 329 CENTRAL AVENUE, 118 AND 124 SUGGETTS LANE AND 128 TROWEL STREET.  
\*\* COUNCIL MEMBER NEWTON SECONDED.**

Council Member Newton said that they had approved the work for Mount Growmore. He thanked the East End for their support. He said that the East End will have access to jobs there and noted that Ms. Debbie Simms had worked so hard to bring this to fruition. Discussion followed.

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

**ROLL CALL VOTE ITEM:**

**\*57-22 Miscellaneous Matters Committee Report re: Appointment of Mark Stevens Harp (D) to the Harbor Commission.**

**\*\* COUNCIL MEMBER MACK MOVED AGENDA ITEM 57-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF MARK STEVENS HARP (D) TO THE HARBOR COMMISSION.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

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

**MATTERS TO BE ACTED UPON:**

**56-22 Miscellaneous Matters Committee Report re: Appointment of John Mariani, Jr. (D) to the Planning and Zoning Commission.**

**\*\* COUNCIL MEMBER BOYD MOVED AGENDA ITEM 56-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHN MARIANI, JR. (D) TO THE PLANNING AND ZONING COMMISSION.**

**\*\* COUNCIL MEMBER LYONS SECONDED.**

Council Member Pereira said that the ordinance requires 12 votes (60%) of the entire body for this appointment. She said that there 117,000 adults and 80% are black and Hispanic. P&Z does not reflect the race, ethnicity and culture of the City. She also mentioned that Mr. Mariano was also still working as an appraiser. This is a serious conflict of interest. She listed several Department heads that were not individuals of color. She said that it was wrong that they could not find qualified candidates that reflect the community. Discussion followed.

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO TABLE AGENDA ITEM 56-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHN MARIANI, JR. (D) TO THE PLANNING AND ZONING COMMISSION.**

**\*\* COUNCIL MEMBER SULIMAN SECONDED.**

**\*\* THE MOTION TO TABLE PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND THREE (3) (VIZZO-PANICCIA, MCCARTHY AND HERRON) OPPOSED. \*\* THE MOTION TO TABLE PASSED UNANIMOUSLY.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA REGARDING A REFERRAL TO THE CONTRACTS COMMITTEE REGARDING THE SUBLEASE AGREEMENT FOR THE RELOCATION OF THE HEALTH DEPARTMENT TO 100 FAIRFIELD AVENUE.**

**\*\* COUNCIL MEMBER SMITH SECONDED. (ITEM #83-22)**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO REFER AN ITEM REGARDING THE SUBLEASE AGREEMENT FOR THE RELOCATION OF THE HEALTH DEPARTMENT TO 100 FAIRFIELD AVENUE TO THE CONTRACTS COMMITTEE.**

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

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

**\*\* COUNCIL MEMBER BURNS MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING A GRANT SUBMISSION: RE CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM FOR REFERRAL TO COMMITTEE.**

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

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM 82-22)**

**\*\* COUNCIL MEMBER BURNS MOVED REFER AN ITEM REGARDING A GRANT SUBMISSION: RE CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM FOR REFERRAL TO COMMITTEE.**

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

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

**\*\* COUNCIL MEMBER MACK MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA.**

A brief discussion ensued.

**\*\* COUNCIL MEMBER MACK WITHDREW HIS MOTION TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA.**

Council Member McBride-Lee thanked everyone for their support during her recent book signing.

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

Mayor Ganim announced that several Council Members had conflicts of interest on the next item to be considered. Council Members Burns, Lyons, McCarthy and Valle left the chambers at this time.

**\*\* COUNCIL MEMBER MACK MOVED AGENDA ITEM 53-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION REGARDING A SUBSTANTIAL AMENDMENT TO THE CITY'S PROGRAM YEAR 46 ANNUAL ACTION PLAN AS IT RELATES TO THE EMERGENCY SOLUTIONS GRANT (ESG).**

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

**\*\* THE MOTION TO TABLE PASSED UNANIMOUSLY.**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER CRUZ MOVED TO ADJOURN.**

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

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

The meeting adjourned at 8:02 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof  
Michael C. Jankovsky  
Richard G. Kaszak, Jr.  
Bruce L. Levin  
James T. Maye  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Dina A. Scalo  
Eroll V. Skyers



RECEIVED  
CITY CLERKS OFFICE  
23 MAY 17 AM 11:30  
ATTEST  
CITY CLERK

May 16, 2023

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

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:**  
*Proposed Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL v. Andrew Orum & City of Bridgeport, Docket No. FBT-CV-20-6096325-S*

Dear Councilpersons:

**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.**

**EXECUTIVE SUMMARY**

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Michael C. Jankovsky – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On December 14, 2019, while plaintiff was operating her motor vehicle in a parking lot at 2171 Boston Avenue, Bridgeport, and the defendant Andrew Orum was operating his police vehicle in the same parking lot, his police vehicle made contact with plaintiff's vehicle causing the vehicles to collide.



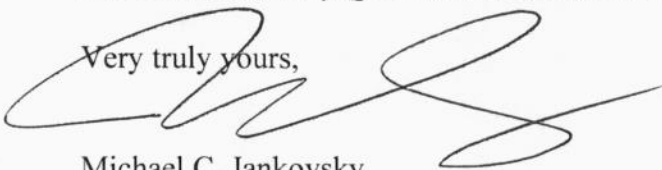
**f. Council Action Requested:** Approval of request for settlement.

**g. Financial Impact Analysis:** Total cost to the City will be a total of \$24,500.00 to be paid to Attorney Danielle DiBerardini-Albrecht at the Reinken Law Firm, 1100 Summer Street, Stamford, CT 06905 in her capacity as Trustee for Ashley Quiles.

**h. Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

**i. Proposed Motion:** Motion to authorize and approve payment of \$24,500.00 in full and final settlement of *Ashley Quiles, et al v. Andrew Orum, et al – Docket No. FBT-CV-20-6096325-S*.

Very truly yours,



Michael C. Jankovsky  
Associate City Attorney

cc: Frances Ortiz, City Clerk  
Mark T. Anastasi, City Attorney  
Nanette Melendez, Paralegal

# BOARD OF EDUCATION

**ALYSHIA N. PERRIN**  
Interim Superintendent of Schools

City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

## MEMBERS OF THE BOARD

**BOBBI BROWN**  
Chair

**CHRISTINE BAPTISTE-PEREZ, ESQ.**  
Vice-Chair

**ALBERT BENEJAN GRAJALES**  
Secretary



"Changing Futures and Achieving Excellence Together"

**SYBIL ALLEN**

**AKISHA L. CASSERMERE**

**DAVID GELIN**

**MICHAEL MACCARONE**

**JOSEPH SOKOLOVIC**

**ROBERT J. TRABER**

May 17, 2023

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

Dear Ms. Ortiz,

The Bridgeport Board of Education would like the following resolution put on the agenda for the next City Council meeting.

**Resolution for School Construction Project Application for  
State Grants and Initiation of Design for  
John Winthrop Elementary School Renovate to New Project**


**RESOLVED**, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the John Winthrop Elementary School Renovate to New Project.

**RESOLVED**, that the Bridgeport School Building Committee is hereby established as the building committee regarding the John Winthrop Elementary School Renovate to New Project.

**RESOLVED**, that the Bridgeport City Council hereby authorizes at least the preparation the preparation of schematic drawings and outline specifications for the John Winthrop Elementary School Renovate to New Project.

Your assistance is greatly appreciated.

Thanks,

  
Alyshia N. Perrin  
Interim Superintendent of Schools

RECEIVED  
CITY CLERKS OFFICE  
23 MAY 18 AM 9:34  
ATTEST  
CITY CLERK

**Resolution for School Construction Project Application for  
State Grants and Initiation of Design for  
John Winthrop Elementary School Renovate to New Project**

**RESOLVED**, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the John Winthrop Elementary School Renovate to New Project.

**RESOLVED**, that the Bridgeport School Building Committee is hereby established as the building committee **regarding** the John Winthrop Elementary School Renovate to New Project.

**RESOLVED**, that the Bridgeport City Council hereby authorizes at least the preparation the preparation of schematic drawings and outline specifications for the John Winthrop Elementary School Renovate to New Project.



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

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

JOSEPH P. GANIM  
Mayor

COMM. 72-22 Ref'd to Budget & Appropriations Committee  
on 06/05/2023

May 12, 2023

To: Frances Ortiz  
Assistant City Clerk

From: Veronica Jones  
Tax Collector

Re: Municipal Suspense Tax Book

In accordance with Section 12-165 General Statutes, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$38,676.22 represents the Grand List 2007 through 2021 at the close of day May 31, 2023  
I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc: Honorable Joseph P. Ganim, Mayor  
Kenneth Flatto, Director of Finance

VERONICA JONES  
Tax Collector  
RECEIVED  
CITY CLERKS OFFICE  
23 MAY 12 PM 2:26  
ATTEST  
CITY CLERK

Bill #	Name	Code	Reason	Date	Town Due
2007-02-7937034	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 1,337.40
2007-03-5124118	LAMPADARIOS JOHN M	BK	BANKRUPTCY	3/23/2023	\$ 72.53
2007-03-5952576	COOK MARVIN	BK	BANKRUPTCY	4/26/2023	\$ 139.97
2007-03-8260440	PEREZ STEPHANIE	BK	BANKRUPTCY	3/27/2023	\$ 510.98
2007-03-8260466	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 116.54
2007-03-8715196	PEREZ STEPHANIE	BK	BANKRUPTCY	3/27/2023	\$ 115.02
2007-04-0080576	ANDINO ROBERT	BK	BANKRUPTCY	3/23/2023	\$ 127.28
<b>YR : 2007</b>	<b>TOTAL : 7</b>				<b>\$ 2,419.72</b>
2008-02-0045059	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 1,162.20
2008-03-0052173	ANDINO ROBERT	BK	BANKRUPTCY	3/23/2023	\$ 168.14
2008-03-0057715	BROWN MICHAEL R	BK	BANKRUPTCY	3/22/2023	\$ 58.88
2008-03-0057716	BROWN MICHAEL R	BK	BANKRUPTCY	3/22/2023	\$ 56.95
2008-03-0066531	DELISSER SHEREEN	BK	BANKRUPTCY	3/23/2023	\$ 9.55
2008-03-0068963	EDMUNDSON DORIS W	DE	DECEASED	4/12/2023	\$ 80.19
2008-03-0093763	MORALES ROBERT OR	BK	BANKRUPTCY	3/27/2023	\$ 358.74
2008-03-0112117	SMITH ANTHONY	DE	DECEASED	3/28/2023	\$ 91.04
2008-03-0114788	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 488.12
2008-04-0095775	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 244.06
<b>YR : 2008</b>	<b>TOTAL : 10</b>				<b>\$ 2,717.87</b>
2009-02-0045059	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 1,189.20
2009-03-0002222	ANDINO ROBERT	BK	BANKRUPTCY	3/23/2023	\$ 166.50
2009-03-0005451	BENTLEY AVIS W	DE	DECEASED	3/22/2023	\$ 168.48
2009-03-0007774	BROWN MICHAEL R	BK	BANKRUPTCY	3/22/2023	\$ 62.63
2009-03-0016453	DELISSER SHEREEN	BK	BANKRUPTCY	3/23/2023	\$ 76.71
2009-03-0018900	EDMUNDSON DORIS W	DE	DECEASED	4/12/2023	\$ 76.51
2009-03-0061503	SMITH ANTHONY	DE	DECEASED	3/28/2023	\$ 64.61
2009-03-0064148	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 195.04
2009-03-0064149	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 480.04
<b>YR : 2009</b>	<b>TOTAL : 9</b>				<b>\$ 2,479.72</b>
2010-02-0045059	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 951.36
2010-03-0005509	BENTLEY AVIS W	DE	DECEASED	3/22/2023	\$ 149.84
2010-03-0064270	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 440.40
2010-04-0085810	FRANCIS MAVIS A	BK	BANKRUPTCY	3/22/2023	\$ 169.38
<b>YR : 2010</b>	<b>TOTAL : 4</b>				<b>\$ 1,710.98</b>
2011-03-0071982	FRANCIS MAVIS A	BK	BANKRUPTCY	3/22/2023	\$ 328.06
2011-03-0082825	KINCHEN LULA M	DE	DECEASED	4/10/2023	\$ 289.42
2011-03-0116307	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 136.90
2011-04-0082425	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 228.86
2011-04-0082426	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 211.88
2011-04-0099313	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 67.75
<b>YR : 2011</b>	<b>TOTAL : 6</b>				<b>\$ 1,262.87</b>

Bill #	Name	Code	Reason	Date	Town Due
2012-03-0058864	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 465.86
2012-03-0058865	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 412.28
2012-03-0058866	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 468.78
2012-03-0060140	CARTER IRENE G	BK	BANKRUPTCY	3/24/2023	\$ 274.16
2012-03-0064949	DALEY WENDY E	DE	DECEASED	3/22/2023	\$ 465.68
2012-03-0064950	DALEY WENDY E	DE	DECEASED	3/22/2023	\$ 194.58
2012-03-0076299	GRIMES ROBERT E	DE	DECEASED	3/23/2023	\$ 173.40
2012-03-0086908	LOWE DOROTHY M	DE	DECEASED	4/6/2023	\$ 15.59
2012-03-0117098	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 204.26
2012-04-0082386	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 268.08
<b>YR : 2012</b>	<b>TOTAL : 10</b>				<b>\$ 2,942.67</b>
2013-02-0001727	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 160.12
2013-03-0058894	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 297.50
2013-03-0076631	GRIMES ROBERT E	DE	DECEASED	3/23/2023	\$ 319.02
2013-03-0118245	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 257.00
<b>YR : 2013</b>	<b>TOTAL : 4</b>				<b>\$ 1,033.64</b>
2014-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 320.24
2014-03-0124663	ZAYAS MICHELLE	BK	BANKRUPTCY	3/27/2023	\$ 343.50
2014-03-0124664	ZAYAS MICHELLE Z	BK	BANKRUPTCY	3/27/2023	\$ 459.54
<b>YR : 2014</b>	<b>TOTAL : 3</b>				<b>\$ 1,123.28</b>
2015-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 515.76
2015-03-0059745	CADRIN BARBARA A	DE	DECEASED	3/22/2023	\$ 97.31
2015-03-0117991	THOMAS DEON R	BK	BANKRUPTCY	3/31/2023	\$ 250.12
2015-04-0093169	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 452.51
2015-04-0093268	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 300.92
2015-04-0098285	RODGERSON STEPHEN C	DE	DECEASED	4/12/2023	\$ 98.42
<b>YR : 2015</b>	<b>TOTAL : 6</b>				<b>\$ 1,715.04</b>
2016-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 643.20
2016-03-0058722	BROWN EILEEN	DE	DECEASED	3/23/2023	\$ 265.60
2016-03-0094201	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 263.64
2016-03-0094202	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 129.88
2016-03-0094204	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 7.02
2016-03-0094207	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 211.00
2016-03-0094208	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 129.88
2016-03-0094209	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 322.14
2016-03-0094555	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 470.34
2016-03-0097416	MOORE JAMES C	DE	DECEASED	5/4/2023	\$ 19.50
2016-03-0097417	MOORE JAMES C	DE	DECEASED	5/4/2023	\$ 63.57
2016-03-0097418	MOORE JAMES C	DE	DECEASED	5/4/2023	\$ 44.90
2016-03-0103895	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 19.50
2016-03-0103896	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 216.46
2016-03-0107177	POWELL DAMIAN A	BK	BANKRUPTCY	3/27/2023	\$ 36.12

Bill #	Name	Code	Reason	Date	Town Due
2016-03-0111389	RODGERSON STEPHEN C	DE	DECEASED	4/12/2023	\$ 92.82
2016-03-0117011	SHUMYHORA JAROSLAW	DE	DECEASED	3/22/2023	\$ 85.41
2016-04-0085463	DIJOLS VANESSA E	DE	DECEASED	4/5/2023	\$ 348.66
2016-04-0095140	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 136.38
<b>YR : 2016</b>	<b>TOTAL : 19</b>				<b>\$ 3,506.02</b>

2017-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 801.42
2017-03-0054161	ARRIAGA REINALDO C	DE	DECEASED	4/5/2023	\$ 96.75
2017-03-0058929	BROWN EILEEN	DE	DECEASED	3/23/2023	\$ 247.96
2017-03-0064746	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 487.36
2017-03-0069834	DIJOLS VANESSA E	DE	DECEASED	4/5/2023	\$ 378.90
2017-03-0095069	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 187.66
2017-03-0095070	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 131.40
2017-03-0095071	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 349.66
2017-03-0095072	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 22.50
2017-03-0095073	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 248.86
2017-03-0095074	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 35.10
2017-03-0095076	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 45.45
2017-03-0095456	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 433.80
2017-03-0104920	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 612.90
2017-03-0114585	RUA DIANA	DE	DECEASED	3/22/2023	\$ 153.00
2017-03-0116619	SANTIAGO MARITZA	BK	BANKRUPTCY	3/24/2023	\$ 216.46
2017-03-0120124	SPENCER LEOGIOVANNI F	DE	DECEASED	4/6/2023	\$ 178.66
2017-04-0096003	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 209.25
2017-04-0098238	ROSA NATALIA R	BK	BANKRUPTCY	3/27/2023	\$ 76.10
<b>YR : 2017</b>	<b>TOTAL : 19</b>				<b>\$ 4,913.19</b>

2018-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 795.82
2018-03-0050980	ADOLPHSON MARIAN C	DE	DECEASED	4/5/2023	\$ 22.50
2018-03-0051827	ALI AZIZ A	DE	DECEASED	3/22/2023	\$ 178.66
2018-03-0064906	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 451.36
2018-03-0070057	DIJOLS VANESSA E	DE	DECEASED	4/5/2023	\$ 329.86
2018-03-0081310	HATRICK ERNEST R	DE	DECEASED	4/6/2023	\$ 76.50
2018-03-0084982	JACKSON CHARLES	DE	DECEASED	3/22/2023	\$ 164.70
2018-03-0095534	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 373.96
2018-03-0095680	MCPHERSON SONYA R	DE	DECEASED	4/10/2023	\$ 155.26
2018-03-0095681	MCPHERSON SONYA R	DE	DECEASED	4/10/2023	\$ 237.16
2018-03-0098753	MORALES MARCIA	DE	DECEASED	4/4/2023	\$ 76.50
2018-03-0100517	NELSON HANS E	DE	DECEASED	4/4/2023	\$ 393.76
2018-03-0104962	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 544.96
2018-03-0106329	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 775.80
2018-03-0114108	ROSA NATALIA R	BK	BANKRUPTCY	3/27/2023	\$ 218.26
2018-03-0114695	RUA DIANA	DE	DECEASED	3/22/2023	\$ 399.16
2018-03-0116742	SANTIAGO MARITZA	BK	BANKRUPTCY	3/24/2023	\$ 33.98
2018-03-0120195	SPENCER LEOGIOVANNI F	DE	DECEASED	4/6/2023	\$ 153.00
2018-04-0081601	BARNES EMMALEE	DE	DECEASED	4/5/2023	\$ 279.68







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

JOSEPH P. GANIM  
 Mayor

KENNETH A. FLATTO  
 Finance Director/CFO

COMM. 73-22 Ref'd to Budget & Appropriations Committee  
 on 06/05/2023

To: Bridgeport City Council  
 From: Kenneth Flatto, Director of Finance *Kenneth Flatto*  
 Date: May 23, 2023  
 Re: **Bond Resolution to the City Council – referral to Budget and Appropriations Committee  
 Regarding Series A 2023 Bonds for FY24 Capital Projects**

The Finance Department is recommending to the City Council this Bond Resolution in order to bond Capital Projects approved within the first year of the FY24-28 Five Year Capital Plan of the City.

This Resolution authorizes:

1. New money bonding of \$10,461,263 of the Projects approved in the FY24 Capital Plan, as listed in Appendix A of the Resolution.
2. The re-allocation of \$2,450,000 in unexpended previously approved Capital Project Bond funds to be instead utilized for certain BOE and City projects approved within the recent FY24 Capital Plan, as listed in Appendix B of the Resolution, which the BOE and City wish to complete this summer. This reallocation of funds will save the City over \$4 million in reduced debt costs over twenty years.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim  
 Nestor Nkwo, OPM Director  
 Pullman & Comley

RECEIVED  
 CITY CLERKS OFFICE  
 23 MAY 23 PM 12: 57  
 ATTEST  
 CITY CLERK \_\_\_\_\_

## CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

No.

### **APPROVAL OF GENERAL OBLIGATION BONDS AND THE REALLOCATION OF CITY BOND PROCEEDS FOR CERTAIN BOARD OF EDUCATION CAPITAL PROJECTS**

#### **To Fund Certain Capital Improvement Projects**

**WHEREAS**, the City Council of the City of Bridgeport (the “City”) has previously adopted and approved the City’s Five-Year Capital Plan for Fiscal Years 2024-2028 (the “2024-2028 Capital Plan”) in the total amount of \$79,748,263; and

**WHEREAS**, the Charter of the City requires that authorization to borrow against any Five-Year Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2024-2028 Capital Plan in the amount of \$12,911,263 for certain of the 2024-2028 Capital Plan projects, all as more particularly listed on Exhibit A attached hereto (the “Projects”); and

**WHEREAS**, the City has previously issued general obligation bonds for various capital projects; and

**WHEREAS**, approximately \$2,450,000 of City bond proceeds remain in the various capital project accounts in the amounts described in Exhibit B attached hereto (the “Original Bond Projects”); and

**WHEREAS**, because of current capital project demands, the City desires to reallocate such \$2,450,000 of City bond proceeds from the Original Bond Projects to finance certain of the Projects described herein (the “Reallocated Bond Projects”); 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 the amounts necessary to: (i) fund the Projects in an aggregate principal amount not to exceed \$12,911,263 and the issuance of general obligation bonds secured by the City's full faith and credit (the “Bonds”), in an aggregate principal amount not to exceed \$12,911,263 (inclusive of the Reallocated Bond Projects and exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the “Officials”) shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 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 and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds 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; notes 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 notes 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 Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds will be

paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; 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

**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 Bonds 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 Bonds; and be it further

**RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds 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 Bonds; and be it further

**RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds 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 Bonds 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 Bonds shall be signed by the Officials provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers 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 intentment of this and the foregoing resolutions; and be it further

**RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds to other City projects authorized for bonding, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, that the Officials are hereby authorized to apply for and accept any available State or federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith; and be it further

**RESOLVED**, that any and all actions taken by the City in connection with the reallocation of the Original Bond Projects proceeds are hereby approved, ratified and confirmed; and be it further

**RESOLVED**, that the Resolution shall become effective upon passage.

**Exhibit A**  
**Bonding Authorizations**

<b><u>Project Descriptions</u></b>	<b><u>FY2024 Adopted Capital Plan Projects</u></b>
<b>BOARD OF EDUCATION:</b>	
Bryant School -Asphalt Work/Pavement Replacement	100,000
District Wide Sidewalk Concrete Repairs	200,000
Maplewood School -Roof Replacement (21%) City Share	262,500
Read School- Elevator Repairs/Upgrades	300,000
Read School- Roof Replacement (21% City Share)	315,000
Read School- Pavement Replacement	500,000
Blackham – Pavement Repairs/Replacement	<u>750,000</u>
<b>TOTAL BOARD OF EDUCATION:</b>	<b>\$2,427,500</b>
<b>ECONOMIC DEVELOPMENT:</b>	
Seaview Ave Corridor/Waterfront Project (20% City match) (Amended)	<u>500,000</u>
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>\$500,000</b>
<b>PUBLIC FACILITIES:</b>	
Roadway Paving, Culverts, Intersections (Amendment)	3,000,000
Wonderland of Ice - Roof Replacement	700,000
Newfield Boat Launch & Ramp Complete Repair	1,000,000
Public Facilities Equipment	600,000
City Wide Building & Security Improvements	1,000,000
Various Airport Improvements/Equipment's Projects	378,763
Parks Maintenance Equip. (Include Golf Course)	165,000
Perry Memorial Arch.	670,000
Tennis Courts Improvement - Citywide	125,000
Kennedy Stadium	600,000
Golf Course Improvements	<u>225,000</u>
<b>TOTAL PUBLIC FACILITIES</b>	<b>\$8,463,763</b>
<b>OTHER DEPARTMENTS:</b>	
WPCA Capital Improvements (Amended )	<u>1,520,000</u>
<b>TOTAL OTHER DEPARTMENTS</b>	<b>\$1,520,000</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>\$12,911,263</b>



**Exhibit B**

<b><u>Capital Project Account</u></b>	<b><u>Current City Bond Proceeds</u></b>	<b><u>Reallocated Amount</u></b>	<b><u>Reallocated Bond Projects</u></b>
Jetland Ave. Parking Structure	500,000	(500,000)	--
Landfill Closure Stewardship	500,000	(500,000)	--
Downtown Parking Garage	\$1,500,000	(1,500,000)	
Read School – Pavement Replacement			\$300,000
Blackham – Pavement Repairs/Replacement			\$500,000
Wonderland of Ice - Roof Replacement			\$700,000
Newfield Boat Launch & Ramp Complete Repair			\$1,000,000
<b>TOTALS</b>	<b>\$2,500,000</b>	<b>(2,500,000)</b>	<b>\$2,500,000</b>



Joseph P. Ganim  
Mayor

*City of Bridgeport*  
INFORMATION TECHNOLOGY SERVICES

City Hall  
45 Lyon Terrace, Bridgeport, Connecticut 06604

COMM. 74-22 Ref'd to Contracts Committee  
on June 5, 2023.

Curtis J. Denton  
Director

TO: City Council

FROM: Curtis J. Denton  
ITS Director,  
Information Technology Services (ITS)

DATE: May 31st, 2023

RE: Referral to Contracts Committee  
Contract with LiveWire Sound and Image LLC, for Audio/Visual Upgrades to  
Council Chambers and Wheeler Rooms

For your consideration, the attached resolution and contract would authorize the upgrades to the audio/visual (A/V) and hybrid meeting capacity of the City Council Chambers and Wheeler Conference Rooms A and B at City Hall, 45 Lyon Terrace. We would ask that these items be referred to the Contracts Committee for its next meeting on June 13, 2023.

This project includes the implementation of an integrated A/V system which will allow any meeting organizer to access the system for microphone usage, a presentation, hybrid accommodations, audio/visual recording, and livestreaming. The scope of this project is limited to hybrid meeting, streaming, and visual improvements, and will not address the acoustics of the meeting rooms.

LiveWire Sound and Image LLC is the chosen vendor for this project and has demonstrated their experience installing similar systems elsewhere over the last 20 years. Their project portfolio includes Maloney Theatre (Meriden, CT) and WCSU Performing Arts Center (Danbury, CT), and they are the preferred A/V vendor for Sacred Heart University.

RECEIVED  
CITY CLERKS OFFICE  
23 MAY 31 AM 9:54  
ATTEST  
CITY CLERK

## RESOLUTION

**WHEREAS**, capacity to project or visually display items in the City Council Chambers or Wheeler Rooms A and B is dependent upon a projector and screen; and

**WHEREAS**, the podium microphone in the Council Chambers is not integrated into the larger system and has continuous problems; and

**WHEREAS**, the microphone system in the City Council Chambers does not have a master control panel which is suitable for the City's needs; and

**WHEREAS**, as a result of these deficiencies the City Council Chambers and Wheeler Rooms A and B at City Hall, 45 Lyon Terrace, are not equipped for dual in-person and virtual (hybrid) meetings; and

**WHEREAS**, technology advancements and shifts in usage over the past three years have demonstrated a necessity to have the capacity for hybrid meetings in these spaces; and

**WHEREAS**, a Request For Proposals was issued to conduct the necessary upgrades within the Council Chambers and Wheeler Rooms A and B; and

**WHEREAS**, Live Wire Sound responded to the solicitation and was deemed the most responsive and qualified applicant; and

**WHEREAS**, the City Attorney has drafted and reviewed the Professional Services Agreement (Agreement);

**WHEREAS**, the Agreement establishes a project budget of \$190,204.25, with a completion date of December 31, 2023;

**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council approves the attached Agreement between the Consultant and Information Technology Services (ITS);

**BE IT FURTHER RESOLVED** that the City is hereby authorized and empowered to enter into the Agreement attached hereto and made a part hereof; and in furtherance thereof the Mayor, or his designees, the Director of ITS, are expressly authorized and empowered to execute the Agreement, and such other documentation as reasonably necessary to facilitate the project.

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** between the parties dated the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Agreement") is hereby entered into between **Livewire Sound and Image LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices at 740 Woodend Road, Stratford, CT 06615 (the "**Consultant**") and **the City of Bridgeport**, with offices at 45 Lyon Terrace and 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**").

WHEREAS, the City published a RFQ seeking professional services to upgrade the audio and visual communication services at certain locations in City Hall, 45 Lyon Terrace, which is incorporated by reference as if fully set forth herein (the "**RFP**");

WHEREAS, the Consultant submitted its proposal dated 11/29/2022 ("**Proposal**"), which is incorporated by reference as if fully set forth herein; and

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

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

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

1. General Undertaking; Party Representatives.

(b) The parties are entering into this Agreement for the purpose of engaging the Consultant to upgrade the audio/visual and hybrid meeting capacity of the City Council Chambers and Wheeler Conference Rooms A and B at City Hall, 45 Lyon Terrace, Bridgeport (the "**Services**"). The Consultant's activities shall consist of design and installation of the upgrade services as set forth in its Proposal.

(b) The Consultant's representative ("**Consultant Representative**") at the inception of this Agreement is Josh Silverman, Senior Account Manager, and the City's representative ("**City Representative**") is Curtis Denton, ITS Director. Any subsequent changes shall be made in writing to the other party. These party representatives will coordinate and cooperate in connection with the performance of the Consultant's Services hereunder, necessary access to City property, and

the like. The City Representative shall have no power or authority to make any material changes to this Agreement including but not limited to material changes to the term, scope, price, payment or other provisions thereof.

2. Term of Engagement; Schedule.

(a) Term. This Agreement shall commence on such date that is set forth in a notice to proceed ("**Notice to Proceed**") and shall continue in full force and effect until the Services are completed according to this Agreement, until the earlier termination of this Agreement as provided herein, or on \_\_\_\_\_, 2023 whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through earlier termination of the Term for Services that have been completed in accordance with the terms of this Agreement and which the City has accepted in due course.

(b) Schedule. The parties agree that the Services to be provided under this Agreement shall be completed within twelve (12) months ("**Completion Date**"). If desired based upon the nature of the Services to be performed and the Completion Date, the parties shall further agree to a schedule for the performance of the Services to be determined based on anticipated material lead times. Such Schedule may be amended by mutual agreement of the parties, however, all items on the Schedule listed as mandatory milestone dates shall be deemed TIME OF THE ESSENCE.

3. Compensation; Record of Activities. The amount of record keeping shall depend upon the basis for compensation ("**Compensation**"), which may be, for example, a time-and-materials basis, lump sum, lump sum with a not-to-exceed, cost-plus, etc. When the basis for Compensation is time and materials, the Consultant shall maintain contemporaneous records of the Services performed, maintained according to hours spent by each employee on the tasks performed, containing sufficient detail as requested by the City, which records shall be submitted with the Consultant's invoices, or unless otherwise directed by the City. The parties understand that the Consultant will receive Compensation for its Services on the following basis: monthly, which may include agreed-upon hourly rates and pre-approved reimbursable expenses (see **Exhibit A attached - Bridgeport City Hall Quote # 110322BPTv4**), up to a maximum not-to-exceed amount of \$190,204.25 Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment. The Consultant shall submit complete invoices with all backup documentation as required by this Agreement, to the City on a monthly basis for the prior month's Services rendered and any permitted reimbursable expenses, which invoices the City shall pay within forty-five (45) days of receipt. The City shall pay all undisputed portions of such invoices until the disputed portion is resolved.

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

6. Proprietary Rights. The City does not anticipate that the Consultant will develop or deliver to the City anything other than the Services and certain written reports or recommendations. With regard to the Services performed, the City shall own all right, title and interest in such Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City. Alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects. Notwithstanding anything contained in the foregoing to the contrary, the Consultant acknowledges that in the performance of its Services, it possesses all rights, proprietary and otherwise, utilized in rendering such Services and represents and warrants that it has a license to use the proprietary or other rights owned by a third party, which license shall be provided to the City on written request.

7. Confidential Information.

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

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same

degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. The Consultant shall not hire or employ a City employee involved in this Agreement as an employee of the Consultant until one (1) year following the expiration of the Term of this Agreement and such Consultant shall ensure that such former City employee shall be obligated to observe the requirements for non-disclosure of Confidential Information contained herein.

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

10. Representations and Warranties.

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

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

(b) The Consultant represents that it can commence the Services promptly as set forth herein and shall complete the Services in a timely manner according to the Schedule approved by the City.

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

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

(e) The Consultant shall not subcontract any of its Services to third parties without prior written notice to the City and receipt of the City's prior written consent and shall ensure that any such subcontractor provides evidence of insurance as required of the Consultant herein prior to the subcontractor rendering any of its services.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees, agents or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or that reflects on the Consultant's business integrity or honesty that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other penal sanction longer than one (1) year, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner pursuant to the Standard of Care applicable to such Services within the State of Connecticut and shall diligently pursue the completion of same in accordance with the terms of this Agreement.

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

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

These representations and warranties shall survive the Term of this Agreement.

## 11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.



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

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

If to the City:

ITS Director, Curtis Denton  
City of Bridgeport  
City Hall  
45 Lyon Terrace, Room 6  
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) Termination For Fault. This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice if the other party breaches any material provision hereof and fails after receipt of written notice of default to correct or cure such default unless the defaulting party details in writing to the other within such 30-day period the reasons why such default cannot be so corrected or cured within that time, whereupon the non-defaulting party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action to completion in a manner reasonably acceptable to the non-defaulting party in the exercise of its commercial business judgment, reasonably exercised. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to such party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations regarding Confidential Information, Injunctive Relief, Non-Circumvention or Representations and Warranties.

(b) Termination For Convenience. The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of termination.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective

employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER, AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE SERVICES, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT, AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities performed in connection with Services rendered under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected and appointed officials, officers, department heads, employees or agents.

(b) Insurance Requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant shall require similar coverage from every subcontractor or subconsultant in any tier according to the work or Services being performed and shall ensure that the City is named as additional insured with notice of cancellation **by policy endorsement** in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations

conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody, and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the City at: Curtis Denton, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

Additional Insured—The Consultant and its permitted subcontractors shall arrange with their respective insurance agents or brokers to name the City, its elected and appointed officials, officers, department heads, employees and agents on all policies of primary and excess commercial general liability and automobile liability insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during

each year during the Term of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Curtis Denton  
45 Lyon Terrace, Room 6  
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant agrees not to discriminate or permit discrimination against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and other Executive Orders that may apply from time to time and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

(k) Authority. The person executing this Agreement on behalf of the Consultant is duly-authorized to do so. The person executing this Agreement on behalf of the City is duly-authorized to do so by virtue of City Council # \_\_\_\_\_.

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

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**CONSULTANT**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized



Exhibit A

Bridgeport City Hall Quote # 110322BPTv4

# Bridgeport City Hall Quote # 110322BPTv4

11/29/2022 (Updated 05/22/2023)

PEX04123B AV UPGRADE COUNCIL CHAMBERS & WHEELER ROOMS

45 Lyon Terrace, Bridgeport, CT 06604

Project ID 4868463, Bridgeport City Hall, AV Upgrade, Council Chambers & Wheeler Room

# LiveWire Sound and Image

740 Woodend Rd  
 Stratford, CT 06615  
[www.livewiresi.com](http://www.livewiresi.com)  
[info@livewiresi.com](mailto:info@livewiresi.com)

# Quote

Price Good for 30 days  
 V4  
 Date 05/22/2023  
 Quote # 110322BPTv4

Make	Model	Description	QTY	Unit Price	Price
<b>Primary Equipment: Divisible Room (Wheeler A/B):</b>					
Samung	QB75B	75" 4K Commercial Display 16/7	2	\$ 2,518.75	\$ 5,037.50
Chief	XTM1U	Flat TV Bracket	2	\$ 348.40	\$ 696.80
APC	C2	Behind display surge unit	2	\$ 99.00	\$ 198.00
Barco	CX-20	Wireless Content Share device	2	\$ 1,999.40	\$ 3,998.80
QSC	NC-12x80	Motorized PTZ Camera	2	\$ 3,715.74	\$ 7,431.48
QSC	NV-32-H	Video Encoder/Decoder for Video	4	\$ 3,347.50	\$ 13,390.00
Meanwell	OWA-200U-42	Power supply for above	4	\$ 140.00	\$ 560.00
LWSI	Misc	Camera Bracket	2	\$ 125.00	\$ 250.00
Yamama	RM-CG-W	Ceiling Array Microphone	2	\$ 4,030.00	\$ 8,060.00
Sonance	PS-C63RTLTP	6.5" Low Profile In-Ceiling Speaker	8	\$ 263.90	\$ 2,111.20
QSC	SPA4-100	4-Channel Energy Star Amplifier	1	\$ 927.93	\$ 927.93
QSC	Core 110f	Q-SYS DSP Audio Processor	1	\$ 3,347.50	\$ 3,347.50
QSC	SLQUD-110-P	Q-SYS UCI License	1	\$ 180.10	\$ 180.10
QSC	SLQSE-110-P	Q-SYS Scripting License	1	\$ 372.24	\$ 372.24
QSC	TSC-70-G3	Q-SYS 7" Touch Panel Controller- Inwal	2	\$ 1,530.48	\$ 3,060.96
OFE	TBD	OFE PC- 1 Per room	2	OFE	OFE
NetgearAV	M4250-16XF	Local 16 Port AV Network Switch	1	\$ 1,228.76	\$ 1,228.76
Middle Atlantic	RCS-1824	18RU AV Rack w/Cooling & Casters	1	\$ 755.18	\$ 755.18
Middle Atlantic	PD-915R	Rack Mount Power/Surge	1	\$ 148.24	\$ 148.24
Crestron	HD-TX-4KZ-101-1G-W	HDMI Wall Plate Transmitter	2	\$ 292.50	\$ 585.00
Crestron	HD-RX-4KZ-101	HDMI Reciever	2	\$ 260.00	\$ 520.00
<b>Accessories &amp; Installation Materials: Divisible Room (Wheeler A/B):</b>					
Comp	NFHD18G-6PRO	NanoFlex 4K HDMI Cable 6ft	10	\$ 17.86	\$ 178.60
WCW	NFHD18G-9PRO	NanoFlex 4K HDMI Cable 9ft	6	\$ 21.44	\$ 128.64
WCW	CAT6P-BLK	Plenum CAT6 Data Cable 1000ft	1	\$ 357.50	\$ 357.50
WCW	CAT6ASP-BLK	Plenum CAT6A Data Cable 1000ft	1	\$ 945.00	\$ 945.00
WCW	16-02P-BLK	Plenum 16/2 Speaker Cable 1000ft	0.5	\$ 301.60	\$ 150.80
WCW	22-02SP-BLK	Plenum 22/2 Mic/Audio Cable 1000ft	1	\$ 141.70	\$ 141.70
LWSI	Misc	Rack Panels & Accessories	1	\$ 250.00	\$ 250.00
LWSI	Misc	Cable Management & Terminations	1	\$ 300.00	\$ 300.00
<b>Installation: Divisible Room (Wheeler A/B):</b>					
LWSI	Labor	Installation	1	\$ 5,500.00	\$ 5,500.00
LWSI	Labor	Commissioning	1	\$ 3,600.00	\$ 3,600.00
LWSI	Labor	Programming (Control)	1	\$ 1,350.00	\$ 1,350.00
LWSI	Labor	Programming (DSP)	1	\$ 1,350.00	\$ 1,350.00
LWSI	Labor	Engineering	1	\$ 1,200.00	\$ 1,200.00

LWSI	Labor	Drawings & Documentation	1	\$ 850.00	\$ 850.00
LWSI	Labor	Project Management	1	\$ 275.00	\$ 275.00
LWSI	Labor	General & Administrative	1	\$ 145.00	\$ 145.00
			<b>Divisible</b>	<b>Subtotal</b>	<b>\$ 69,581.93</b>

**Primary Equipment: Main Council Chambers:**

OFE	OFE	OFE Podium	1	OFE	OFE
Crestron	TT-100-B-T	Podium Cable Caddy & AC Outlet	1	\$ 214.50	\$ 214.50
Apple	iPad	10.2" Touch Screen Controller	1	\$ 399.00	\$ 399.00
iPort	Connect Pro	iPad 10.2" Charging Case	1	\$ 227.50	\$ 227.50
iPort	Connect Pro	iPad Charging Station	1	\$ 227.50	\$ 227.50
Samung	QB98T-B	98" 4K Commercial Display 16/7	2	\$ 8,690.00	\$ 17,380.00
Chief	XTM1U	XL Flat TV Bracket	2	\$ 348.40	\$ 696.80
Absen	Icon 3.0 C138	138" LED Video Wall w/Front Service Mount	1	\$48,162.60	(not in total)
LWSI	Misc	Cabling & Installation for Option Above	1	\$ 5,850.00	(not in total)
Samung	BE43T-H	43" 4K Commercial Display 16/7	1	\$ 404.40	\$ 404.40
Chief	MTM1U	Medium Flat TV Bracket	1	\$ 187.20	\$ 187.20
APC	C2	Behind display surge unit	3	\$ 99.00	\$ 297.00
OFE	OFE	Teams/Zoom PC	1	OFE	OFE
AJA	HELO Plus	Streaming & Recording Device	1	\$ 1,869.00	\$ 1,869.00
Dell	P2418HT	24" 16:9 10-Point Touchscreen IPS Monitor	1	\$ 399.00	\$ 399.00
Azulle	Byte 4	Remote Management Mini PC	1	\$ 349.00	\$ 349.00
Barco	CX-20	Wireless Content Share device	1	\$ 1,999.40	\$ 1,999.40
Crestron	HD-TX-101-C-E	DM Lite HDMI Transmitter	1	\$ 236.60	\$ 236.60
Crestron	HD-RX-101-C-E	DM Lite HDMI Receiver	1	\$ 236.60	\$ 236.60
QSC	NC-12x80	Motorized PTZ Camera	4	\$ 3,715.74	\$ 14,862.96
QSC	Core 110f	Q-SYS DSP Processor	1	\$ 3,347.50	\$ 3,347.50
QSC	SLQUD-110-P	Q-SYS UCI License	1	\$ 180.10	\$ 180.10
QSC	SLQSE-110-P	Q-SYS Scripting License	1	\$ 372.24	\$ 372.24
QSC	TSC-70-G3	Q-SYS 7" Touch Panel Controller	2	\$ 1,530.48	\$ 3,060.96
QSC	TSC-710t-G3	Table Mounting Accessory for Above	2	\$ 365.55	\$ 731.10
QSC	NV-32-H	Video Encoder/Decoder for Video	7	\$ 3,347.50	\$ 23,432.50
Meanwell	OWA-200U-42	Power supply for above	7	\$ 140.00	\$ 980.00
QSC	SPA2-60	2-Channel Energy Star Amplifier	1	\$ 565.06	\$ 565.06
QSC	AD-S4T-BK	4" 2-Way Speaker	2	\$ 176.75	\$ 353.50
NetgearAV	M4250-26G4XF	Local 24 Port AV Network Switch	1	\$ 1,781.70	\$ 1,781.70
AV AmpliVox	SN3910	Contemporary ADA Lectern	1	\$ 4,178.00	\$ 4,178.00
Middle Atlantic	RCS-3524	35RU RCS Series AV Rack w/Casters	1	\$ 1,087.29	\$ 1,087.29
Middle Atlantic	PD-915R	Rack Mount Power/Surge	1	\$ 148.24	\$ 148.24
Kramer	WP-H1MG	HDMI Wall Plate Input	3	\$ 57.20	\$ 171.60
Comp	MHD18G-35PRO	MicroFlex 4K60 HDMI Cable 35ft	2	\$ 92.94	\$ 185.88
Shure	MX418	18" Gooseneck Mic for podium	1	\$ 257.27	\$ 257.27

**Accessories & Installation Materials: Main Council Chambers:**

Comp	NFHD18G-6PRO	NanoFlex 4K HDMI Cable 6ft	10	\$ 17.86	\$ 178.60
WCW	NFHD18G-9PRO	NanoFlex 4K HDMI Cable 9ft	2	\$ 21.44	\$ 42.88
WCW	CAT6P-BLK	Plenum CAT6 Data Cable 1000ft	2	\$ 357.50	\$ 715.00
WCW	CAT6ASP-BLK	Plenum CAT6A Data Cable 1000ft	1	\$ 945.00	\$ 945.00

WCW	16-02P-BLK	Plenum 16/2 Speaker Cable 1000ft	0	\$ 301.60	\$ -
WCW	22-02SP-BLK	Plenum 22/2 Mic/Audio Cable 1000ft	0.5	\$ 141.70	\$ 70.85
WCW	RG6HDP-BLK	Plenum RG6U HDSI Cable 1000ft	1	\$ 967.50	\$ 967.50
LWSI	Misc	Rack Panels & Accessories	1	\$ 85.00	\$ 85.00
LWSI	Misc	Cable Management & Terminations	1	\$ 150.00	\$ 150.00
Wiremold	OFRBC-8	8' Overfloor Raceway	1	\$ 458.09	\$ 458.09

**Installation: Main Council Chambers:**

LWSI	Labor	Rack Fabrication & Shop Testing	1	\$ 1,600.00	\$ 1,600.00
LWSI	Labor	Installation	1	\$12,100.00	\$ 12,100.00
LWSI	Labor	Commissioning	1	\$ 4,500.00	\$ 4,500.00
LWSI	Labor	Programming (Control)	1	\$ 3,300.00	\$ 3,300.00
LWSI	Labor	Re-Programming (OFE Mic Stations)*	1	\$ 1,600.00	\$ 1,600.00
LWSI	Labor	Programming (Additional Control for OFE Mics) **	1	\$ 6,500.00	\$ 6,500.00
LWSI	Labor	Programming (DSP)	1	\$ 2,100.00	\$ 2,100.00
LWSI	Labor	Engineering	1	\$ 1,450.00	\$ 1,450.00
LWSI	Labor	Drawings & Documentation	1	\$ 945.00	\$ 945.00
LWSI	Labor	Project Management	1	\$ 350.00	\$ 350.00
LWSI	Labor	General & Administrative	1	\$ 150.00	\$ 150.00

**General:**

LWSI	Misc	Travel & Parking	1	\$ -	\$ -
LWSI	Misc	Manufacturers Shipping	1	\$ 1,595.00	\$ 1,595.00

**Chambers Subtotal** \$ 120,622.32  
**Total** \$ 190,204.25

**Note:** Power, network and wall blocking by others.

**Note:** Quote includes specified equipment and labor only.

**Note:** OFE = Owner Furnished/City Furinished

\* **Note:** OFE mic station equipment and main unit assumed to be functioning 100%.

\* **Note:** Reprogramming of Sennheiser mic system to be completed as the system should be providing adequate amplification to all members when other members are speaking. Two additional loudspeakers have been provided for customer selected areas as needed.

**Note:** Full engineering/design review with customer suggested prior to finalizing configuration.

**Note:** Permit fee if applicable is not included as work is in town building.

\*\* **Note:** Includes custom Sennheiser control driver/programming. Final programming cost/decisions TBD based on possible end of life product status for Sennheiser OFE equipment.



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ISOLINA DeJESUS  
Manager  
Central Grants

**Comm. #75-22 Ref'd to ECD&E Committee on 6/5/2023**

May 30, 2023

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

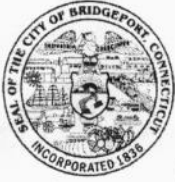
**Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270)**

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or [joseph.katz@bridgeportct.gov](mailto:joseph.katz@bridgeportct.gov).

Thank you,

Joseph Katz  
Central Grants Office



## GRANT SUMMARY

**PROJECT TITLE:**            **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270)**

NEW                          RENEWAL                      CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:**    **Central Grants Office**

**CONTACT NAME:**                      **Joseph Katz**

**PHONE NUMBER:**                      **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport is seeking funding from SWCAA to support the Elderly Hispanic Outreach Program. Funding will be used to continue to provide bilingual information and assistance, as well as education sessions to low-income, Hispanic, 60+ adults. This funding will cover the salary of a Project Coordinator, who will continue to conduct one-on-one counseling/referral services and complete at least 3 community group sessions at each of the City's senior centers. The Elderly Hispanic Program aims to improve the quality-of-life for seniors in Bridgeport that have limited English proficiency.

**CONTRACT PERIOD:** 10/01/2023 – 09/30/2024

<b>FUNDING SOURCE (Including Match Funds)</b>	
Federal:	\$ 43,155.20
State:	\$ 0
City:	\$ 7,615.62
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Salaries/Benefits:	\$ 30,755.20 (Personnel without Full Benefits)
Supplies:	\$ 1,000 (Office Supplies & Cutlery)
Publication & Printing:	\$ 850 (Forms, Pamphlets, Brochures)
Travel:	\$ 0
Other:	\$ 2,000 (Food/Beverage for group meetings)

<b>MATCH REQUIRED</b>		
	<b>CASH</b>	<b>IN-KIND</b>
Salaries/Benefits:	\$	\$ 7,615.62 (Salary and building space)

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Southwestern Connecticut Agency on Aging (SWCAA) –  
Title III Funding Older Americans Act Grant Program -  
Elderly Hispanic Outreach Program  
(#24270)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to support the **Elderly Hispanic Program**; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to continue to provide information, assistance, and referral services to low-income, Hispanic adults aged 60+ in the Bridgeport area.

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

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.





JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut

## OFFICE OF CENTRAL GRANTS

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ISOLINA DeJESUS  
Manager  
Central Grants

**Comm. #76-22 Ref'd to ECD&E Committee on 6/5/2023**

May 30, 2023

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

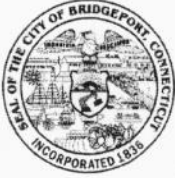
**Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533)**

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or [joseph.katz@bridgeportct.gov](mailto:joseph.katz@bridgeportct.gov).

Thank you,

Joseph Katz  
Central Grants Office



**GRANT SUMMARY**

**PROJECT TITLE:** Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533)

NEW  RENEWAL CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Joseph Katz

**PHONE NUMBER:** 203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridge port is seeking funding from SWCAA to continue the Department on Aging’s recreation and activities programs at the City’s three senior centers. the Health and Social Services Elderly Hispanic Program. This funding will allow senior centers to continue offering weekly classes designed to support the physical and mental health of local older adults.

**CONTRACT PERIOD:** 10/01/2023 – 09/30/2024

<b>FUNDING SOURCE (Including Match Funds)</b>	
Federal:	\$ 50,000.00
State:	\$ 0
City:	\$ 49,410.32
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Contractual:	\$ 35,000 (Instructors)
Supplies:	\$ 3,000.00 (Supplies for classes and activities)
Publication & Printing:	\$ 1,000.00 (Forms, Pamphlets, Brochures)
Communications:	\$ 750.00 (Advertisements)

<b>MATCH REQUIRED</b>		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$ 47,240.26 (Salary and fringe)
Building Space	\$	\$ 2,420.06

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Southwestern Connecticut Agency on Aging (SWCAA) –  
Title III Funding Older Americans Act Grant Program -  
Bridgeport Senior Center Recreation Activities  
(#24533)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to support Bridgeport senior center recreation activities; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to increase recreational options at senior centers to enhance the wellbeing of older adults in Bridgeport.

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

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

**ISOLINA DeJESUS**  
Manager  
Central Grants

**Comm. #77-22 Ref'd to Public Safety & Transportation Committee  
On 6/5/2023**

May 30, 2023


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

**Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420)**

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or [joseph.katz@bridgeportct.gov](mailto:joseph.katz@bridgeportct.gov).

Thank you,

  
Joseph Katz  
Central Grants Office



## GRANT SUMMARY

PROJECT TITLE: **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420)**

NEW  RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** If awarded, the Bridgeport Police Department will use these funds to purchase 50 transmitters for its Project LifeSaver Program. These transmitters will be distributed to older adults with cognitive disabilities, including Alzheimer's Disease and Dementia, who may be at risk of wandering and becoming lost. BPD will work with these individuals, as well as their families and/or caregivers, to use and maintain the transmitters. In the event that any of the individuals goes missing, trained BPD officers will be able to quickly locate them using these devices.

**CONTRACT PERIOD:** 10/01/2023 – 09/30/2024

<b>FUNDING SOURCE (Including Match Funds)</b>	
Federal:	\$ 13,500.00
State:	\$ 0
City:	\$ 22,217.00
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Contractual:	\$ 0
Supplies:	\$ 13,500.00
Publication & Printing:	\$ 0
Communications:	\$ 0

<b>MATCH REQUIRED</b>		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$ 22,217.00 (PD salary and fringe)
Building Space	\$	\$

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Southwestern Connecticut Agency on Aging (SWCAA)  
Title III Funding Older Americans Act Grant Program  
Project LifeSaver Program  
(#24420)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to purchase 50 transmitters which will be distributed to families of individuals suffering from cognitive disabilities as a part of the BPD Project LifeSaver Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to provide this resource to BPD and the families of these vulnerable individuals.

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

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ISOLINA DeJESUS  
Manager  
Central Grants

**Comm. 78-22 Ref'd to Public Safety & Transportation Committee  
On 6/5/2023**

May 30, 2023

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

**RE: Resolution** – Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program

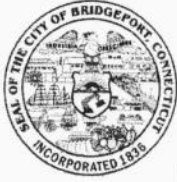
Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or [joseph.katz@bridgeportct.gov](mailto:joseph.katz@bridgeportct.gov).

Thank you,

Joseph Katz  
Central Grants Office



## GRANT SUMMARY

---

**PROJECT TITLE:** Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Joseph Katz

**PHONE NUMBER:** 203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Office of Emergency Management and Homeland Security (OEMHS), Bridgeport Fire Department (BFD) and Bridgeport Police Department (BPD) seek funding to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport. Funds will be used to undertake three projects:

1. **Drone Detection System (#24394)**: Funding is requested to purchase a drone detection system to help protect our Bridgeport Harbor and critical infrastructure & key resource facilities within. This project will deploy seven (7) sensors to both detect and triangulate based on RF and GPS the location the drone was launched or will land. In addition, five (5) cameras will be linked to the sensors to provide visuals to responding law enforcement as to the device description, & area observed. Hardware, wires, cables and antennas will be purchased as well. The total project cost is \$445,000.00 with a 25% match of \$111,250.00.
2. **Bridgeport Marine Rescue and Scuba Equipment Replacement (#24393)**: Funding is requested to upgrade and replace scuba and marine rescue equipment which has reached the end of its service life. This will include the purchase of five full sets of scuba equipment to outfit BPD members replacing recent retirees on the scuba unit, as well as various pieces of marine rescue equipment which are in need of replacement. The total project cost is \$111,685.00 with a 25% match of \$27,921.00.
3. **BFD Boat Crew Member Certification Training (#24389)**: Funding requested will be used to train 20 response personnel in NASBLA Boat Crew Member Certification. Grant funds will cover the cost of back fill for 20 officers over the 5-day course and management and administration. The total project cost is \$133,860.00 with a 25% match of \$33,465.00.

**CONTRACT PERIOD:** September 1, 2023 – August 31, 2024

FUNDING SOURCES (include matching funds):	
Federal:	\$ 517,909
State:	\$ 0
City:	\$ 172,636
Other:	\$ 0



<b>GRANT FUNDED PROJECT FUNDS REQUESTED</b>	
Salaries/Benefits:	\$ 53,883 (Backfill for 20 Firefighters)
Fringe:	\$ 16,122 (Fringe for 20 Firefighters)
Equipment:	\$ 413,014 (Scuba gear, marine rescue equipment, drone detection system)
Contractual:	\$ 30,000 (FD Training, ShotSpotter)
Supplies:	\$ 4,890 (Fuel and BPD materials)
Other:	\$ 0

<b>MATCH REQUIRED-</b>		
	CASH	IN-KIND
Source: <b>EOC, PD &amp; FD General fund</b>		
Salaries:	\$ 17,961 (Backfill for 20 Firefighters)	\$ 0
Fringe:	\$ 5,374 (Fringe for 20 Firefighters)	
Equipment:	\$ 137,671 (Scuba gear, marine rescue equipment, drone detection system)	\$ 0
Contractual:	\$ 10,000 (FD Training)	\$ 0
Supplies:	\$ 1,630 (Fuel and BPD materials)	
Other:	\$ 3,804 (Management and Administration)	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)  
Port Security Grant Program**

**WHEREAS**, the **Department of Homeland Security Federal Emergency Management Agency** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program**; and

**WHEREAS**, funds under this grant will be used to support the support the security of the Port of Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to **FEMA** to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport; and

**WHEREAS**, funding from the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program** will be used to fund the following projects

- Drone Detection System
- BPD Marine Rescue and Scuba Equipment Replacement
- BFD Boat Crew Member Certification Training

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

1. That it is cognizant of the City's grant application to and contract with **Department of Homeland Security Federal Emergency Management Agency** for the purpose of its **Port Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **Department of Homeland Security Federal Emergency Management Agency** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof  
Michael C. Jankovsky  
Richard G. Kaszak, Jr.  
Bruce L. Levin  
James T. Maye  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Dina A. Scalo  
Eroll V. Skyers



RECEIVED  
CITY CLERKS OFFICE  
23 MAY 31 PM 4: 32  
ATTEST  
CITY CLERK

May 31, 2023

Honorable City Council Members  
Bridgeport City Council  
c/o Lydia Martinez, City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

**RE: Referral of Plan of Districting Adopted by the Redistricting Commission on May 30, 2023, to the City Council for Amendment of Code of Ordinances, Section 2.06.010 to comply with the Commission's Plan and for Providing Suitable Polling Places in such Districts and Defining the Boundaries of the Area to be Served by Each Polling Place**  
**FOR REFERRAL TO COMMITTEE ON ORDINANCE**

Dear Council Members:

Kindly place the above-referenced matter on the Agenda for the June 5, 2023, Regular monthly meeting **FOR REFERRAL TO COMMITTEE ON ORDINANCE; and directing the Ordinance Committee to conduct a Special Meeting and a Public Hearing; and to report this matter back to the full City Council for action at its June 19, 2023, Regular meeting.**

**EXECUTIVE SUMMARY**

a. **Submission Title:** Request for REFFERAL TO COMMITTEE ON ORDINANCE of Plan of Districting Adopted by the Redistricting Commission on May 30, 2023, to the City Council for Amendment of Code of Ordinances, Section 2.06.010 to comply with the Commission's Plan, and for Providing Suitable Polling Places in such Districts and Defining the Boundaries of the Area to be served by each Polling Place.

**b. Submitting Entity:** Office of the City Attorney, on behalf of the Commission on Redistricting, pursuant to motion of the Commission on May 30, 2023.

**c. Contact Persons:** Associate City Attorney James T. Maye, Deputy City Attorney John P. Bohannon, Jr., and City Attorney Mark T. Anastasi, contact information above.

**d. Approval Deadline:** June 19, 2023, City Council meeting, due to Registrar of Voter schedules for the 2023 municipal elections.

**e. Matter Summary:** Plaintiffs City Clerk Lydia Martinez and City Council Member Maria Pereira sued the City of Bridgeport, Bridgeport City Council Majority Leader Jeanette Herron, Bridgeport Republican Registrar of Voters Linda A. Grace, Bridgeport Democratic Registrar of Voters Patricia A. Howard, and Bridgeport Town Clerk Charles D. Clemons Jr. Plaintiffs alleged in their lawsuit that the City Council failed to timely adopt, pursuant to Bridgeport Charter, Chapter 5, Section 2, a plan of districting (due to COVID-19 related census delays) following the most recent decennial census; and thereby acted without jurisdiction in redistricting the 10 City Council districts. The defendants denied these allegations, but on March 6, 2023, the City Council voluntarily agreed to appoint a Commission on Redistricting to adopt a Plan of Districting and to amend the BPT Code of Ordinances, Section 2.06.010 to comply with the Commission's Plan.

**f. Council Action Requested:** **At the June 5, 2023, meeting: (1) Refer this matter to the Committee on Ordinance; and (2) direct the Ordinance Committee to conduct a Special Meeting and a Public Hearing; and (3) direct the Ordinance Committee to report this matter back to the full City Council for action at its June 19, 2023, Regular meeting.**

**g. Financial Impact Analysis:** No material financial impact anticipated at this time.

**h. Funding Budget-Line:** N/A at this time.

**i. Proposed Motion for the June 5, 2023 Meeting:**

**Motion to (1) Refer this matter to the Committee on Ordinance; and (2) direct the Ordinance Committee to conduct a Special Meeting and a Public Hearing; and (3) direct the Ordinance Committee to report this matter back to the full City Council for action at its June 19, 2023, Regular meeting.**

Attached hereto are the following supporting documents:

**Commission on Redistricting Exhibits introduced into the record**

Brace Report on Bridgeport, CT Redistricting May 22, 2023

Bridgeport 2023 Redistricting-Ward (*aka* Council District) Changes

Change Map 1

Change Map 2

Change Map 3

Change Map 4

Bridgeport-Growth in City Ward Total Population [2010 to 2020 census] - 3 maps

Block Equivalence – Bridgeport Draft 2

**Plan /Map of Districting (Plan 2) as amended, comprised of:**

- Bridgeport 2023 Redistricting-Ward (aka Council District) Changes
- Change Map 1
- Change Map 2
- Change Map 3
- Change Map 4
- Block Equivalence – Bridgeport Draft 2

Note – In the event of conflict between the maps and the census block list, the census block list shall control.

Very truly yours,

Mark T. Anastasi  
City Attorney

cc: Lydia Martinez, City Clerk  
Frances Ortiz, Asst. City Clerk  
John P. Bohannon, Deputy City Attorney  
James T. Maye, Associate City Attorney  
Bruce R. Levin, Associate City Attorney

## **Brace Report on Bridgeport, CT Redistricting**

**May 27, 2023**

The following is a report from Redistricting Consultant Kimball Brace and Election Data Services to the Bridgeport Redistricting Commission on our efforts in the city.

Election Data Services, Inc. was hired by the City of Bridgeport's Attorney's Office to coordinate, draw redistricting alternative plans and support the city's redistricting effort this decade. We served a similar role for the 2000 and 2010 round of redistricting in Bridgeport. Each decade we worked with members of the City Council to understand their districts and the neighborhoods within. Public testimony was taken at hearings and outside individuals were also encouraged to submit ideas on district boundaries. As in previous decades, members of Election Data Services' staff have been called upon to make presentations at hearings and meetings on the subject, including census data and geography along with redistricting law and procedural practices around the nation. This decade we also worked with the new Bridgeport Redistricting Commission which was implemented as part of a court settlement. Once the plan is adopted, we will, and have, worked with the Registrar's office to implement the plan through the adjustment of their street file in the voter registration system.

Since 1979, Election Data Services, Inc. (E.D.S. Inc.), has been actively involved in many aspects of the redistricting process around the nation, having gone through four full census and redistricting cycles. We have been a consultant to many state and local governmental organizations around the nation, providing strategic advice and consulting on redistricting matters, coordinating the development of extensive databases used in the redistricting process, creating and assisting others with the creation of districting plans, and analyzing many aspects of districts and district configurations. Over the past four decades, Election Data Services, Inc.'s redistricting clients have come from more than half the states and members of our team been called upon to provide reports, expert witness testimony, and assistance to attorneys in more than 75 different court cases.

A more extensive description of our redistricting work is shown in **Attachment A** to this report, including a review of President Kimball Brace efforts in the past five decades and his extensive vita (**Attachment B**).

When we were first approached by the city to again handle their redistricting for the 2020 cycle, we built a large database that combined Census geography (depicted in the Bureau's TIGER files) with Census demographic data (combining both the 2010 Census numbers and then the 2020 data when it was released). A more comprehensive description of this normal process is attached to this report (as **Attachment C**), including the treatment of racial and ethnic origin data in the Census. Most of the data reported in this report is based on the total population numbers reported by the Census Bureau. Total population is generally recognized as being the key data for the purpose of the "one-person, one-vote" equal districts calculations. Voting Age Population (VAP) is generally used in the evaluation of racial considerations in redistricting practices.

For a number of decades, the U.S. Census Bureau has a practice of counting persons where they have a usual residence. For the purposes of prisoners, this has meant these individuals were counted at the physical location of the prison. However, this decade, the Connecticut Legislature (as well as a number of other states) adopted a policy to handle prisoners differently and count them where they resided before being sent to prison. In adopting this policy change, the Legislatures utilized prison records they collected to determine the alternative address of the inmate, and then adjust the data to reflect this change. This resulted in census blocks containing prisons to reduce population size, while some residential blocks were adjusted upwards. Unfortunately, for Connecticut, the racial data for the prisoners was not deemed of sufficient quality, so only a change was made in the total population numbers but not to the racial data. As a result, for Connecticut, racial totals will not sum to the total population data, both on a numeric and percentage basis.

Once the database is built and the new census numbers are released, the first task of any redistricting process is to determine the population numbers and deviations of the previous decade's districts under the new census data. This information will help guide where, and by how much, the existing districts will need to change. Because the mapping software we use creates districts starting with number 1, we have converted the normal Bridgeport practice of calling their districts as 130 through 139 to be 131, 132, 133, etc., with district 10 being Bridgeport's 130. The tables and maps shown in this report show single digit district numbers, but the text in this report converts the numbers to the 130 series.

Besides Federal and state laws and court precedents, the Bridgeport City Charter (in Section 2(a)) provides additional guidance in creating the City's ten districts: "Such districts shall be established in conformity with provisions of the general law and by making each such district as equal in population to each other such district as possible, taking into consideration senate and assembly district lines and natural boundaries and divisions."

Before any redistricting work is done, the 2020 Census showed the total population for the City of Bridgeport to be 148,654. The state's adjustment of population for the prisoners added 706 persons to the city's count or a new total of 149,360. **Table 1** in this report shows the resulting ideal district size for 10 districts in the city (14,936) and what would be the acceptable population ranges under established practices according to the courts. Prior court decisions have found acceptable population deviation ranges that stay below a sum of ten percentage points. For Bridgeport, as shown in **Table 1**, this means each of the ten districts need to be between 14,189 and 15,683 when using the prisoner adjusted data.

The new 2020 population data before adjustment showed that population change is not uniform across the city (see **Map 1**). District 131 is the only district in the city that experienced an absolute loss in population from 2010 to 2020. All



other districts experienced an increase in population over the past 10 years, but that growth varied. District 139 increased the most in that time-period, adding 1,190 people or 8.34%. Districts 132 and 137 also experienced a better than 5% growth rate. District 138 only added 6 people in the decade or 0.04%, the lowest positive change in the city.

Combining the district's population data together with the ideal district size information allows the redistricter to see where changes need to take place within the city. **Map 2** in this report shows the raw number deviation for each of the districts under the original census population data (left side of map) and then the adjusted data for prisoners (right side of map). The maps show that districts 131 and 138 are the most underpopulated districts in the city. But they are bordered by the most overpopulated districts in the city (districts 139 and 135).

Converting the raw number deviations into percentages can be seen in **Map 3**. The color scheme for this map is designed to highlight those districts that fall outside the generally accepted deviations of 5 percent above and 5 percent below the ideal district size (hence the combined sum of 10 percent talked about by the courts). The darker shade of purple (above 5%) or gray (below 5%) are shown in the eastern most districts of the city. The other pattern that is observable is that the districts in the western side of the city are nearly all over-populated. From a redistricting point of view that means that the districts on the west need to shrink in size so that the districts in the east can expand and get additional population territory.

These tables demonstrate that the City of Bridgeport must redraw at least some of their districts because the existing district plan falls outside the generally accepted legal range of 10 percent (determined by adding the highest population deviation percentage together with the absolute value of the lowest population deviation percentage). The existing 2011 plan's total deviation is 10.4% with the unadjusted population data, and 12.2% with the prisoner-adjusted population

data. At the very least, districts 138 and 139, along with district 131 would need to change their configurations because they are above the 5% acceptable range.

Demographically, Bridgeport is a mixed city, with no single race or ethnic group possessing a majority of the population. **Table 2** shows the city's demographic characteristics in the 2020 Census while **Table 3** shows the same information for 2010. Comparing the data from the two decades shows that the Hispanic and African American population concentrations have increased at the expense of the White population. But the largest increase comes in the "Some Other Race" category, along with those persons marking "two or more" races.

This demographic information is shown for every census block in the city, which has been utilized in **Map 4** (attached to this report). The most solid colors in each color pattern show blocks that a majority of the population is connected with that racial/ethnic group, while the lighter shades show the racial/ethnic group that are plurality in that census block. Generally, the map shows the white population are most concentrated in the western side of the city, with African Americans in the northern and south-eastern sections of the city. The Hispanic populations tend to be concentrated in the middle of the city, stretching from the north-eastern section down to the south-western neighborhoods. This mix is also reflected in the city's ten districts. In only district 137 is there a majority of the population from a single race or ethnic group, that being Hispanic.

### **Commission on Redistricting Work**

All of the above factors (population change, district deviations, and racial composition) form the basis for the Commission on Redistricting's work. Following our briefing of these factors and data to the Commission, members of the Commission in several meetings resolved to make the following changes to the districts. These changes are shown in map form where the previous district boundaries are shown in blue outline and the proposed district configuration is shown in color shading on the census blocks. The 2020 adjusted total population counts are the numbers in each census block in the map.

**CHANGE 1 MAP** – This map shows the four census blocks (with populations of 63, 61, 70 and 58 or a total of 252 people) that would be moved from the current district 132 into the new district 131. This brings down the excess population in district 132 in order to increase the underpopulated district 131's population and bring it into acceptable range. District 131 is still 524 people below the ideal district size, but it is now just 3.51% low and within the established 5% margin.

**CHANGE 2 MAP** – While district 135 is only slightly over populated and district 136 is slightly under populated (both within the 5% deviation range), the Commission was concerned about the appearance (or compactness) of the district boundaries. This was particularly the case on district 135's appendage into district 136, the bottom of which is composed of land of the Park Cemetery. The 224 people found by the Census Bureau in this block were not dead individuals, but instead those persons living in houses on the outside of Pond Street and Fairview Avenues. The Commission felt the 136<sup>th</sup> district would be better served by using Chopsey Hill Road as the district's northern boundary. This added 535 people to the 136<sup>th</sup> district but put it on the upper edge of the 5 percent range window. To help even out the two districts, the three census blocks (with populations of 72, 71 and 72 people, for a total of 215 people) were moved from the 136<sup>th</sup> district into the 135<sup>th</sup> district. Both districts are still slightly over populated, but within an acceptable range (district 135 -- +2.39% and district 136 -- +0.71%).

**CHANGE 3 MAP** – In order to deal with the excess population in district 139 and the under population in district 138, the Commission decided to add the census blocks with 61, 0, 217, 118, 192 and 268 people in them (for a total of 856 persons moved) into district 138 and out of district 139. District 138 is still slightly low in population, but only 110 under the ideal size (or -0.74%). This puts the district boundary further along Boston Ave (something desired by at least one speaker before the Commission) but the large populations in three of the remaining four blocks on the north side of Boston Ave would make district 138 one of the largest districts in the city.

The census block with 19 people in it is mainly composed of Harding High School (a polling place) but desired by the person representing district 138. I met with both party's Registrars in one of my trips to the city, who both said there is no large building on the south side of Boston Ave to handle the growing number of registered voters in that area. As someone who has been involved in election administration issues for the past 50 years, I am particularly sensitive to the problems experienced by other election administrators, especially moving a voting site out of the precinct it serves.

**CHANGE 4 MAP** – In a subsequent Commission meeting there was one further change made south of Boston Ave between districts 137 and 139. Ten years ago, this same area was pulled out of district 139 and given to district 137 to remove a political opponent. This year there was a desire to move back and use the river as the boundary between the two districts. This would move the census blocks with 64, 108 and 130 people within them, along with the four zero populated blocks along the river back into district 139. This change could be made without causing either of the two districts to fall outside the acceptable population range allowed by court precedent.

With the above four changes to the map for this decade, the overall plan deviation sits at 6.27%, well within the 10% margin generally accepted by the courts. Three districts (districts 3, 4, and 10) did not change at all during the redistricting process, retaining their original boundaries created last decade. Nearly all of the other districts improved their population equality calculation from those reported before redistricting was undertaken (only district 137 expanded their equality calculation, but it still stayed well within the accepted 10% range). The two districts that form this outer margin in the plan are districts 131 and 133. Attached to this report is **Table 4**, which shows the populations of each of the city's 10 districts, the population deviation from the ideal (in both raw and percentage terms) and the racial demographics of each district. All districts continue to be a majority combined-minority in both population and voting age population. District 137 continues to be a majority Hispanic seat, as it was before the changes brought about by this decade's census and resulting redistricting.

While there are probably dozens, if not hundreds of different ways to configure the ten districts in the City of Bridgeport, the plan that went through changes suggested by the Commission members could be considered as a “least change” plan and one that is consistent with established law & court proceedings. This plan creates a configuration that is more balanced in population than the plan that was created ten years ago. It also brings the population deviations into an acceptable range, according to court precedents, and does not harm minority voting rights so that they can continue to elect candidates of their choice. In addition, none of the current incumbents are moved out of their districts.

Under all the factors and considerations noted above, and based on the 2020 Census, it is my professional opinion that the plan known as Draft 2, as amended, is proper for adoption by the Commission, and sending it to the Council for their adoption.

Kimball Brace  
Redistricting Consultant  
Election Data Services, Inc.

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

**District 1 (# 131)**

090010704001033, 1	090010706002069, 1	090010706001032, 1
090010706002004, 1	090010712004002, 1	090010706002051, 1
090010706002000, 1	090010703001002, 1	090010706002009, 1
090010709001006, 1	090010709002005, 1	090010705001009, 1
090010706002048, 1	090010704001023, 1	090010706002006, 1
090010706001030, 1	090010704001017, 1	090010706001023, 1
090010706002016, 1	090010709002009, 1	090010709001005, 1
090010706001029, 1	090010704001012, 1	090010706001008, 1
090010705001000, 1	090010705002003, 1	090010706001036, 1
090010704001036, 1	090010703001001, 1	090010706001013, 1
090010706001033, 1	090010704001003, 1	090010703001003, 1
090010704001004, 1	090010713002004, 1	090010712003005, 1
090010706001035, 1	090010705001010, 1	090010706002052, 1
090010705001005, 1	090010703001013, 1	090010709002007, 1
090010706002002, 1	090010706001037, 1	090010712004003, 1
090010705001013, 1	090010704001027, 1	090010706002005, 1
090010712003006, 1	090010706002071, 1	090010706001001, 1
090010712004004, 1	090010706002061, 1	090010709001001, 1
090010709002006, 1	090010706002050, 1	090010703001010, 1
090010706001022, 1	090010706002008, 1	090010712004000, 1
090010705002001, 1	090010706002011, 1	090010713002006, 1
090010706002042, 1	090010704001011, 1	090010706002056, 1
090010709002004, 1	090010716002002, 1	090010703001011, 1
090010716002001, 1	090010706002059, 1	090010705001014, 1
090010706002055, 1	090010706002032, 1	090010709002008, 1
090010709002017, 1	090010709002010, 1	090010706002039, 1
090010705001004, 1	090010713002005, 1	090010706002047, 1
090010705002009, 1	090010706002012, 1	090010706001010, 1
090010709002001, 1	090010706002029, 1	090010703001006, 1
090010704001026, 1	090010712004001, 1	090010705001001, 1
090010705001008, 1	090010703001015, 1	090010706002062, 1
090010706002054, 1	090010706002072, 1	090010706001027, 1
090010709001004, 1	090010706001011, 1	090010706002067, 1
090010706001005, 1	090010713002000, 1	090010709001002, 1
090010709002003, 1	090010704001007, 1	090010709001000, 1
090010716001002, 1	090010706002023, 1	090010706001004, 1
090010706002053, 1	090010709002018, 1	090010706001024, 1
090010705002005, 1	090010706002073, 1	090010703001000, 1
090010704001016, 1	090010706002030, 1	090010713002001, 1
090010704001032, 1	090010704001035, 1	090010706001000, 1
090010706002036, 1	090010703001005, 1	090010704001022, 1
090010706002022, 1	090010705001002, 1	090010709002002, 1
090010706002041, 1	090010706002035, 1	090010709002012, 1
090010705001003, 1	090010709002011, 1	090010706001016, 1
090010703001008, 1	090010706002040, 1	090010706002066, 1
090010704001010, 1	090010706001026, 1	090010704001039, 1
	090010704001029, 1	090010706002064, 1
	090010706001006, 1	090010709002013, 1

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010706002014, 1  
 090010703001014, 1  
 090010706002026, 1  
 090010706002013, 1  
 090010709001007, 1  
 090010706002075, 1  
 090010706001017, 1  
 090010706002065, 1  
 090010716002003, 1  
 090010706002033, 1  
 090010706001012, 1  
 090010713002002, 1  
 090010706001025, 1  
 090010706001014, 1  
 090010705002000, 1  
 090010706002031, 1  
 090010704001006, 1  
 090010706001002, 1  
 090010709002015, 1  
 090010703001038, 1  
 090010703001004, 1  
 090010704001019, 1  
 090010706002057, 1  
 090010704001020, 1  
 090010704001018, 1  
 090010706002058, 1  
 090010704001015, 1  
 090010706002043, 1  
 090010704001021, 1  
 090010706002010, 1  
 090010705002002, 1  
 090010706002044, 1  
 090010706002063, 1  
 090010706002070, 1  
 090010706002068, 1  
 090010709002000, 1  
 090010704001001, 1  
 090010703001009, 1  
 090010709002014, 1  
 090010704001024, 1  
 090010709001003, 1  
 090010704001038, 1  
 090010706002046, 1  
 090010704001034, 1  
 090010706002020, 1  
 090010706001019, 1  
 090010709002016, 1  
 090010706002045, 1

090010706002028, 1  
 090010704001025, 1  
 090010706002034, 1  
 090010704001013, 1  
 090010706002027, 1  
 090010704001002, 1  
 090010712004005, 1  
 090010705002006, 1  
 090010705002007, 1  
 090010706002017, 1  
 090010706001038, 1  
 090010706001028, 1  
 090010704001030, 1  
 090010705001011, 1  
 090010704001031, 1  
 090010705002004, 1  
 090010709001008, 1  
 090010706002038, 1  
 090010706001020, 1  
 090010706001034, 1  
 090010716002000, 1  
 090010706002019, 1  
 090010703001007, 1  
 090010706001031, 1  
 090010703001012, 1  
 090010706002018, 1  
 090010705001006, 1  
 090010704001005, 1  
 090010706002001, 1  
 090010706002025, 1  
 090010713002003, 1  
 090010704001037, 1  
 090010706001018, 1  
 090010706002037, 1  
 090010709001009, 1  
 090010706001021, 1  
 090010704001014, 1  
 090010706002074, 1  
 090010706002060, 1  
 090010705001012, 1  
 090010704001009, 1  
 090010706002024, 1  
 090010704001008, 1  
 090010706002003, 1  
 090010712003008, 1  
 090010712003007, 1  
 090010705002008, 1  
 090010704001028, 1

090010706001015, 1  
 090010706002007, 1  
 090010706001009, 1  
 090010706001003, 1  
 090010706002049, 1  
 090010706002021, 1  
 090010704001000, 1  
 090010705001007, 1  
 090010706001007, 1  
 090010706002015, 1  
**District 2 (# 132)**  
 090010721003016, 2  
 090010711003014, 2  
 090010711002007, 2  
 090010712002011, 2  
 090010721002008, 2  
 090010721001029, 2  
 090010721001022, 2  
 090010721001007, 2  
 090010721002014, 2  
 090010711001008, 2  
 090010721001014, 2  
 090010721002010, 2  
 090010721002009, 2  
 090010711001001, 2  
 090010721003013, 2  
 090010721001018, 2  
 090010721003004, 2  
 090010711001004, 2  
 090010711003007, 2  
 090010712002005, 2  
 090010712001006, 2  
 090010721001011, 2  
 090010712003004, 2  
 090010721002011, 2  
 090010721001002, 2  
 090010721003012, 2  
 090010721001010, 2  
 090010711003011, 2  
 090010711003000, 2  
 090010721001028, 2  
 090010712002007, 2  
 090010721003006, 2  
 090010711002002, 2  
 090010711001011, 2  
 090010721001009, 2  
 090010721003011, 2

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010711001002, 2  
090010712002010, 2  
090010721001012, 2  
090010712002015, 2  
090010711002005, 2  
090010721002013, 2  
090010712002008, 2  
090010712003003, 2  
090010712002012, 2  
090010721001005, 2  
090010712002009, 2  
090010712001002, 2  
090010721002001, 2  
090010721003003, 2  
090010711001003, 2  
090010712001003, 2  
090010721003008, 2  
090010711003003, 2  
090010721001003, 2  
090010721003015, 2  
090010712001005, 2  
090010711002001, 2  
090010721002012, 2  
090010712003000, 2  
090010721003018, 2  
090010711003002, 2  
090010721001030, 2  
090010721003000, 2  
090010721001017, 2  
090010721002000, 2  
090010721001001, 2  
090010711001010, 2  
090010712003001, 2  
090010721001021, 2  
090010712002004, 2  
090010712001009, 2  
090010721003009, 2  
090010721003014, 2  
090010721002002, 2  
090010721002007, 2  
090010721001006, 2  
090010711001007, 2  
090010712002013, 2  
090010711003001, 2  
090010712002000, 2  
090010721001027, 2  
090010721002004, 2  
090010711001006, 2

090010721001004, 2  
090010721001008, 2  
090010711002003, 2  
090010721002003, 2  
090010721002015, 2  
090010711003004, 2  
090010721001019, 2  
090010711003010, 2  
090010712002014, 2  
090010721003002, 2  
090010721001023, 2  
090010711002004, 2  
090010721001015, 2  
090010721003001, 2  
090010712002006, 2  
090010711003009, 2  
090010712001010, 2  
090010711001009, 2  
090010712002002, 2  
090010721003005, 2  
090010721001000, 2  
090010711001005, 2  
090010712001004, 2  
090010712003002, 2  
090010721002006, 2  
090010711002000, 2  
090010721003017, 2  
090010712001000, 2  
090010711001000, 2  
090010711003006, 2  
090010711003013, 2  
090010721001025, 2  
090010721001024, 2  
090010712002001, 2  
090010721001026, 2  
090010721003007, 2  
090010721003010, 2  
090010712001007, 2  
090010712001001, 2  
090010711003012, 2  
090010711003005, 2  
090010721001013, 2  
090010712002003, 2  
090010711003008, 2  
090010721002005, 2  
090010712001008, 2  
090010711002006, 2  
090010721001020, 2

090010721001016, 2  
**District 3 (# 133)**  
090010722002006, 3  
090010722001009, 3  
090010723003011, 3  
090010723003012, 3  
090010722001015, 3  
090010719001004, 3  
090010719002002, 3  
090010723003008, 3  
090010722001004, 3  
090010722003005, 3  
090010723003017, 3  
090010720001001, 3  
090010720001003, 3  
090010722001012, 3  
090010720001004, 3  
090010720002007, 3  
090010720001007, 3  
090010723001006, 3  
090010723003010, 3  
090010722003003, 3  
090010720001000, 3  
090010720002003, 3  
090010720002000, 3  
090010720002001, 3  
090010720001012, 3  
090010722001019, 3  
090010719001006, 3  
090010720001010, 3  
090010719002004, 3  
090010722003000, 3  
090010722003008, 3  
090010722001016, 3  
090010723003006, 3  
090010720001008, 3  
090010719001002, 3  
090010719001000, 3  
090010720001002, 3  
090010723002004, 3  
090010720001006, 3  
090010722001013, 3  
090010722001008, 3  
090010722001001, 3  
090010723003013, 3  
090010720001009, 3  
090010723002007, 3



BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010723002005, 3  
 090010720001014, 3  
 090010722001014, 3  
 090010723003015, 3  
 090010723002001, 3  
 090010723002000, 3  
 090010722002000, 3  
 090010722003001, 3  
 090010722001017, 3  
 090010723002003, 3  
 090010720002004, 3  
 090010722001005, 3  
 090010722002003, 3  
 090010722001002, 3  
 090010719002001, 3  
 090010722001000, 3  
 090010723003007, 3  
 090010722003002, 3  
 090010719001001, 3  
 090010720002002, 3  
 090010722003006, 3  
 090010722002002, 3  
 090010723002006, 3  
 090010719001005, 3  
 090010720001005, 3  
 090010722002001, 3  
 090010720001013, 3  
 090010723002002, 3  
 090010719002006, 3  
 090010722001007, 3  
 090010722001010, 3  
 090010722002004, 3  
 090010720001011, 3  
 090010719001003, 3  
 090010719002000, 3  
 090010722001018, 3  
 090010722001011, 3  
 090010723003014, 3  
 090010723003016, 3  
 090010722001006, 3  
 090010722003007, 3  
 090010723003009, 3  
 090010722001003, 3  
 090010720002005, 3  
 090010722003004, 3  
 090010722002005, 3

**District 4 (# 134)**

090010726003006, 4  
 090010725001000, 4  
 090010725003007, 4  
 090010726004015, 4  
 090010725001003, 4  
 090010725002001, 4  
 090010725003009, 4  
 090010725001012, 4  
 090010726001008, 4  
 090010723001005, 4  
 090010726005000, 4  
 090010726002008, 4  
 090010725003006, 4  
 090010725003000, 4  
 090010725001011, 4  
 090010723003000, 4  
 090010725003010, 4  
 090010725003004, 4  
 090010725003003, 4  
 090010723003005, 4  
 090010726003005, 4  
 090010726004022, 4  
 090010726001011, 4  
 090010723001001, 4  
 090010726004013, 4  
 090010723003018, 4  
 090010725002004, 4  
 090010726004003, 4  
 090010726004018, 4  
 090010726001007, 4  
 090010725002015, 4  
 090010725003005, 4  
 090010726004020, 4  
 090010726001000, 4  
 090010726004004, 4  
 090010726001006, 4  
 090010726002005, 4  
 090010726005003, 4  
 090010726002009, 4  
 090010726005001, 4  
 090010725001002, 4  
 090010725002012, 4  
 090010725002007, 4  
 090010725004010, 4  
 090010726004005, 4  
 090010726002000, 4  
 090010723003002, 4  
 090010726003000, 4

090010725004000, 4  
 090010725001006, 4  
 090010726001001, 4  
 090010726001004, 4  
 090010726004008, 4  
 090010725002016, 4  
 090010725004001, 4  
 090010726001010, 4  
 090010725003008, 4  
 090010725002002, 4  
 090010725002013, 4  
 090010726004017, 4  
 090010726003003, 4  
 090010726004000, 4  
 090010725004004, 4  
 090010725001009, 4  
 090010725001005, 4  
 090010726003001, 4  
 090010725001001, 4  
 090010725004012, 4  
 090010726002002, 4  
 090010726002010, 4  
 090010725003012, 4  
 090010726005004, 4  
 090010725002010, 4  
 090010726004011, 4  
 090010725002011, 4  
 090010723001000, 4  
 090010725004007, 4  
 090010726004023, 4  
 090010726003002, 4  
 090010725004009, 4  
 090010723001003, 4  
 090010723001004, 4  
 090010725001004, 4  
 090010725004016, 4  
 090010725002014, 4  
 090010726002007, 4  
 090010726004024, 4  
 090010726004012, 4  
 090010726004002, 4  
 090010725003002, 4  
 090010725004018, 4  
 090010725004008, 4  
 090010726002001, 4  
 090010725004017, 4  
 090010723003019, 4  
 090010723003003, 4

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010725002000, 4  
090010726003004, 4  
090010726003008, 4  
090010726001003, 4  
090010726004009, 4  
090010726004007, 4  
090010723001002, 4  
090010726004006, 4  
090010725002009, 4  
090010726004021, 4  
090010726002006, 4  
090010726002003, 4  
090010723003020, 4  
090010726004019, 4  
090010725002006, 4  
090010726001005, 4  
090010726002004, 4  
090010726001002, 4  
090010726004014, 4  
090010725001008, 4  
090010725001013, 4  
090010725003001, 4  
090010725004014, 4  
090010725004002, 4  
090010725003011, 4  
090010726001009, 4  
090010726004016, 4  
090010725002005, 4  
090010725004005, 4  
090010725004003, 4  
090010726004010, 4  
090010725004011, 4  
090010726003007, 4  
090010725002003, 4  
090010725004006, 4  
090010725001010, 4  
090010725001007, 4  
090010723003001, 4  
090010725002008, 4  
090010725004013, 4  
090010726005002, 4  
090010723003004, 4  
090010725004015, 4  
090010726004001, 4  
**District 5 (# 135)**  
090010724001002, 5  
090010724001007, 5

090010728004005, 5  
090010729001002, 5  
090010724002002, 5  
090010724002008, 5  
090010729002021, 5  
090010729002013, 5  
090010728002009, 5  
090010729001019, 5  
090010727001003, 5  
090010724002000, 5  
090010729001003, 5  
090010728001001, 5  
090010729002018, 5  
090010727003004, 5  
090010729001001, 5  
090010728003003, 5  
090010728002000, 5  
090010727001006, 5  
090010727001008, 5  
090010729002020, 5  
090010727001011, 5  
090010729001015, 5  
090010729002002, 5  
090010729002000, 5  
090010727003002, 5  
090010729001014, 5  
090010728001002, 5  
090010727001010, 5  
090010727001007, 5  
090010729001020, 5  
090010727001002, 5  
090010729001004, 5  
090010724001000, 5  
090010727003001, 5  
090010729002001, 5  
090010724001003, 5  
090010724001008, 5  
090010727001009, 5  
090010729001000, 5  
090010729002029, 5  
090010729001018, 5  
090010728002008, 5  
090010727002012, 5  
090010728003002, 5  
090010729001007, 5  
090010724002001, 5  
090010729001013, 5  
090010729001011, 5

090010724001001, 5  
090010729001005, 5  
090010729002016, 5  
090010729002010, 5  
090010728004004, 5  
090010727001000, 5  
090010727002011, 5  
090010729002003, 5  
090010727002001, 5  
090010729002028, 5  
090010729002011, 5  
090010729002023, 5  
090010729002025, 5  
090010728003000, 5  
090010727002000, 5  
090010729002027, 5  
090010727001005, 5  
090010729003000, 5  
090010728002001, 5  
090010727003000, 5  
090010728002010, 5  
090010729001009, 5  
090010729002030, 5  
090010724002003, 5  
090010729002004, 5  
090010729001006, 5  
090010728002012, 5  
090010727002007, 5  
090010727001001, 5  
090010727002008, 5  
090010728002002, 5  
090010729001010, 5  
090010727002004, 5  
090010727002005, 5  
090010728002004, 5  
090010724001006, 5  
090010729002009, 5  
090010727002009, 5  
090010727002003, 5  
090010729002019, 5  
090010729002008, 5  
090010727002010, 5  
090010727002002, 5  
090010728004001, 5  
090010728002007, 5  
090010729001008, 5  
090010728004002, 5  
090010727001004, 5

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010724002004, 5  
090010727002006, 5  
090010728003001, 5  
090010729002024, 5  
090010729002006, 5  
090010728001003, 5  
090010724001005, 5  
090010729002017, 5  
090010729002022, 5  
090010729002012, 5  
090010727003005, 5  
090010728002011, 5  
090010729001016, 5  
090010724002005, 5  
090010728004000, 5  
090010728002006, 5  
090010728002003, 5  
090010727003006, 5  
090010729001021, 5  
090010728001004, 5  
090010728004006, 5  
090010729002005, 5  
090010728004003, 5  
090010727003003, 5  
090010729002015, 5  
090010728002005, 5  
090010724001004, 5  
090010729001017, 5  
090010729002007, 5  
090010729002026, 5  
090010728001000, 5  
090010729002014, 5  
090010728004007, 5

**District 6 (# 136)**

090012572004001, 6  
090010714002003, 6  
090010724002007, 6  
090010729003014, 6  
090010714002004, 6  
090010714001001, 6  
090010734002007, 6  
090010714003003, 6  
090012572001001, 6  
090010713001007, 6  
090010714002010, 6  
090012572002031, 6  
090010713001006, 6

090012572002032, 6  
090012572002001, 6  
090010714003000, 6  
090010724001010, 6  
090010729003013, 6  
090012572002027, 6  
090010729003009, 6  
090010714002008, 6  
090012572002022, 6  
090012572002009, 6  
090012572002024, 6  
090010734003007, 6  
090010729001012, 6  
090010714002001, 6  
090012572002029, 6  
090010724001009, 6  
090010734002001, 6  
090012572003006, 6  
090012572003009, 6  
090012572002003, 6  
090010713001008, 6  
090012572002013, 6  
090010714003014, 6  
090010729003007, 6  
090012572004008, 6  
090010734002000, 6  
090010714003001, 6  
090012572004004, 6  
090010714001006, 6  
090012572003000, 6  
090012572004003, 6  
090010734003000, 6  
090012572002002, 6  
090012572002018, 6  
090010729003001, 6  
090012572002015, 6  
090010719002007, 6  
090012572004002, 6  
090010734002003, 6  
090012572004000, 6  
090010714003009, 6  
090012572002017, 6  
090010734002002, 6  
090010716001001, 6  
090010734003003, 6  
090010734002005, 6  
090012572001004, 6  
090012572004005, 6

090012572003001, 6  
090012572003007, 6  
090010734002008, 6  
090012572003004, 6  
090010714002009, 6  
090010714002007, 6  
090010713001002, 6  
090010729003006, 6  
090010729003011, 6  
090012572002007, 6  
090012572003008, 6  
090010729003012, 6  
090010729003010, 6  
090012572002019, 6  
090010713001001, 6  
090012572002023, 6  
090010714002006, 6  
090010714001005, 6  
090010714003004, 6  
090010714003012, 6  
090010714003002, 6  
090010714003008, 6  
090010734002006, 6  
090012572002008, 6  
090012572001000, 6  
090012572002010, 6  
090012572004007, 6  
090012572002000, 6  
090012572003005, 6  
090012572002004, 6  
090010714001004, 6  
090010714003015, 6  
090010714001003, 6  
090010734002004, 6  
090010729003003, 6  
090012572002012, 6  
090010714003010, 6  
090010714002002, 6  
090010714001007, 6  
090012572002033, 6  
090012572002026, 6  
090012572002006, 6  
090010713001000, 6  
090010724002009, 6  
090012572001006, 6  
090010713001003, 6  
090010730001015, 6  
090012572002025, 6

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090012572002011, 6  
090010720002006, 6  
090010724002006, 6  
090010734003004, 6  
090010714002000, 6  
090010729003004, 6  
090012572002016, 6  
090010734003006, 6  
090010714002011, 6  
090010729003015, 6  
090010714002005, 6  
090010714003005, 6  
090012572002005, 6  
090012572002021, 6  
090012572001002, 6  
090010719002003, 6  
090010713001005, 6  
090010714001000, 6  
090010724001011, 6  
090012572003002, 6  
090012572001005, 6  
090010734002009, 6  
090010714003011, 6  
090012572002014, 6  
090010724001012, 6  
090012572001003, 6  
090010716001000, 6  
090012572002030, 6  
090010734003002, 6  
090010734003001, 6  
090010729003008, 6  
090010713001004, 6  
090010714003006, 6  
090010719002005, 6  
090010714003007, 6  
090010724002010, 6  
090012572003003, 6  
090010714001002, 6  
090012572002020, 6  
090010729003005, 6  
090012572004006, 6  
090012572002028, 6  
090010714003013, 6  
090012572001007, 6  
**District 7 (# 137)**  
090010740002007, 7  
090010739002000, 7

090010739002011, 7  
090010738001016, 7  
090010738001015, 7  
090010738002007, 7  
090010739003009, 7  
090010738002002, 7  
090010739004004, 7  
090010740001030, 7  
090010740001018, 7  
090010738002004, 7  
090010740001017, 7  
090010740002018, 7  
090010738001003, 7  
090010736001005, 7  
090010739003013, 7  
090010739003007, 7  
090010738002009, 7  
090010739003011, 7  
090010740001031, 7  
090010740002014, 7  
090010740001024, 7  
090010736001006, 7  
090010739004006, 7  
090010735002008, 7  
090010735001003, 7  
090010740001021, 7  
090010739002008, 7  
090010738001002, 7  
090010739002006, 7  
090010740001032, 7  
090010735001005, 7  
090010740001029, 7  
090010739002002, 7  
090010740001041, 7  
090010736001000, 7  
090010740002005, 7  
090010738001005, 7  
090010739003005, 7  
090010738002006, 7  
090010740002001, 7  
090010735002005, 7  
090010739004000, 7  
090010740001040, 7  
090010740001033, 7  
090010740002004, 7  
090010739003002, 7  
090010736002004, 7  
090010740002017, 7

090010738001007, 7  
090010739001000, 7  
090010735001006, 7  
090010739001006, 7  
090010735001002, 7  
090010738002001, 7  
090010738002005, 7  
090010740002011, 7  
090010739004002, 7  
090010735001008, 7  
090010740001034, 7  
090010740001001, 7  
090010736002009, 7  
090010736001003, 7  
090010739003010, 7  
090010740001028, 7  
090010740001003, 7  
090010735002004, 7  
090010735003010, 7  
090010740002019, 7  
090010740002003, 7  
090010740001038, 7  
090010740002020, 7  
090010735002007, 7  
090010740001008, 7  
090010735001004, 7  
090010736002005, 7  
090010740001005, 7  
090010735003000, 7  
090010740002016, 7  
090010739002004, 7  
090010740001023, 7  
090010738002000, 7  
090010738001000, 7  
090010740001014, 7  
090010735001000, 7  
090010736002001, 7  
090010739002003, 7  
090010740001025, 7  
090010735001001, 7  
090010736002000, 7  
090010736002011, 7  
090010738001013, 7  
090010739004009, 7  
090010740001015, 7  
090010739003000, 7  
090010735003009, 7  
090010739003004, 7

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010738001008, 7  
 090010736002006, 7  
 090010736002010, 7  
 090010735003008, 7  
 090010740002013, 7  
 090010739002007, 7  
 090010740001035, 7  
 090010735003005, 7  
 090010739002012, 7  
 090010736001002, 7  
 090010738002003, 7  
 090010740001006, 7  
 090010739003006, 7  
 090010735003002, 7  
 090010739004003, 7  
 090010736002003, 7  
 090010740001013, 7  
 090010739001008, 7  
 090010740002021, 7  
 090010738001010, 7  
 090010740001000, 7  
 090010739002010, 7  
 090010740002002, 7  
 090010735003015, 7  
 090010740001011, 7  
 090010735003004, 7  
 090010735003006, 7  
 090010735003014, 7  
 090010736002008, 7  
 090010738002008, 7  
 090010740001010, 7  
 090010738001009, 7  
 090010740001042, 7  
 090010739003001, 7  
 090010740001037, 7  
 090010739004001, 7  
 090010739001003, 7  
 090010735003011, 7  
 090010738002010, 7  
 090010739004007, 7  
 090010738001014, 7  
 090010740001002, 7  
 090010738001006, 7  
 090010739002009, 7  
 090010736002002, 7  
 090010738001011, 7  
 090010736002007, 7  
 090010735002003, 7

090010740002008, 7  
 090010739004010, 7  
 090010740002009, 7  
 090010739001001, 7  
 090010740001026, 7  
 090010736001001, 7  
 090010735003001, 7  
 090010739004005, 7  
 090010740002012, 7  
 090010735001010, 7  
 090010739003008, 7  
 090010740001007, 7  
 090010738001001, 7  
 090010739004008, 7  
 090010740001009, 7  
 090010736001004, 7  
 090010738001004, 7  
 090010739002005, 7  
 090010740001027, 7  
 090010740001036, 7  
 090010735003007, 7  
 090010735001009, 7  
 090010735002000, 7  
 090010739003003, 7  
 090010736002012, 7  
 090010739002001, 7  
 090010739001004, 7  
 090010735002001, 7  
 090010735001007, 7  
 090010740001016, 7  
 090010738001012, 7  
 090010740001019, 7  
 090010740001004, 7  
 090010738002011, 7  
 090010740002015, 7  
 090010735002002, 7  
 090010739001007, 7  
 090010735002006, 7  
 090010739001002, 7  
 090010735001013, 7  
 090010735001011, 7  
 090010740001020, 7  
 090010735001012, 7  
 090010739001009, 7  
 090010735003013, 7  
 090010740002000, 7  
 090010738001017, 7  
 090010735003012, 7

090010740002006, 7  
 090010739003012, 7  
 090010740001012, 7  
 090010736001007, 7  
 090010735003003, 7  
 090010739001005, 7  
 090010740001022, 7  
 090010740002010, 7  
 090010740001039, 7  
 090010734003005, 7  
**District 8 (# 138)**  
 090010731001015, 8  
 090010734001004, 8  
 090010733003005, 8  
 090010731001008, 8  
 090010730001014, 8  
 090010733002011, 8  
 090010733002010, 8  
 090010732002004, 8  
 090010731001010, 8  
 090010730001009, 8  
 090010731003003, 8  
 090010731001026, 8  
 090010732002003, 8  
 090010730001020, 8  
 090010730001003, 8  
 090010730001016, 8  
 090010734001017, 8  
 090010731001023, 8  
 090010730001007, 8  
 090010731001009, 8  
 090010731001024, 8  
 090010730001001, 8  
 090010734001000, 8  
 090010731001013, 8  
 090010730001017, 8  
 090010731001017, 8  
 090010731001007, 8  
 090010731001003, 8  
 090010730001012, 8  
 090010732001001, 8  
 090010732001003, 8  
 090010734001015, 8  
 090010734001001, 8  
 090010731001006, 8  
 090010733002006, 8  
 090010731001022, 8

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010734001016, 8  
090010730001019, 8  
090010730001000, 8  
090010731003000, 8  
090010734001020, 8  
090010731004000, 8  
090010734001019, 8  
090010734001002, 8  
090010731001012, 8  
090010732002002, 8  
090010732001006, 8  
090010732002000, 8  
090010733002009, 8  
090010731001001, 8  
090010730001004, 8  
090010734001009, 8  
090010732001005, 8  
090010730001006, 8  
090010731001020, 8  
090010731001014, 8  
090010732002001, 8  
090010731002000, 8  
090010733002005, 8  
090010733001000, 8  
090010731001011, 8  
090010732001002, 8  
090010731001018, 8  
090010731001019, 8  
090010733003000, 8  
090010733002003, 8  
090010733002001, 8  
090010733003006, 8  
090010731001025, 8  
090010730001002, 8  
090010733003002, 8  
090010733002008, 8  
090010731001004, 8  
090010734001010, 8  
090010733002002, 8  
090010734001011, 8  
090010732001004, 8  
090010734001006, 8  
090010731001000, 8  
090010731001005, 8  
090010733001001, 8  
090010733001002, 8  
090010734001013, 8  
090010733003001, 8

090010734001021, 8  
090010730001008, 8  
090010732001000, 8  
090010734001014, 8  
090010734001008, 8  
090010734001007, 8  
090010734001005, 8  
090010730001005, 8  
090010730001010, 8  
090010730001011, 8  
090010733003004, 8  
090010734001003, 8  
090010733002004, 8  
090010732002005, 8  
090010731001002, 8  
090010730001013, 8  
090010733002000, 8  
090010733002007, 8  
090010731003001, 8  
090010730001018, 8  
090010731001021, 8  
090010731001016, 8  
090010734001012, 8  
090010731004001, 8  
090010731003002, 8  
090010733003003, 8  
**District 9 (# 139)**  
090010743001001, 9  
090010743003002, 9  
090010737004006, 9  
090010743003013, 9  
090010743001010, 9  
090010737005003, 9  
090010744003006, 9  
090010744001010, 9  
090010737005001, 9  
090010737005000, 9  
090010737003001, 9  
090010743002004, 9  
090010743003003, 9  
090010743004003, 9  
090010733001003, 9  
090010737005004, 9  
090010744002010, 9  
090010743001004, 9  
090010743004002, 9  
090010744003001, 9

090010743004007, 9  
090010744002000, 9  
090010744002024, 9  
090010737003000, 9  
090010737003008, 9  
090010737003006, 9  
090010737002005, 9  
090010737002000, 9  
090010744003015, 9  
090010744002013, 9  
090010743002002, 9  
090010744002017, 9  
090010743001002, 9  
090010744002021, 9  
090010744002003, 9  
090010743003014, 9  
090010744003009, 9  
090010744002012, 9  
090010743002003, 9  
090010744002019, 9  
090010737002001, 9  
090010743001009, 9  
090010737003005, 9  
090010737002003, 9  
090010744003014, 9  
090010737003003, 9  
090010737004007, 9  
090010744001007, 9  
090010743003004, 9  
090010744001008, 9  
090010743003018, 9  
090010744003000, 9  
090010744002006, 9  
090010744001005, 9  
090010744001006, 9  
090010744002007, 9  
090010744001001, 9  
090010743002006, 9  
090010737001000, 9  
090010743003011, 9  
090010744002025, 9  
090010743001006, 9  
090010737001004, 9  
090010744003017, 9  
090010744003002, 9  
090010743002007, 9  
090010743004004, 9  
090010744003003, 9

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010743002008, 9  
 090010744002009, 9  
 090010743001000, 9  
 090010743001005, 9  
 090010737004010, 9  
 090010744002008, 9  
 090010743001007, 9  
 090010743004005, 9  
 090010743003017, 9  
 090010737003002, 9  
 090010743004006, 9  
 090010743002001, 9  
 090010743004000, 9  
 090010744002001, 9  
 090010743002000, 9  
 090010744003005, 9  
 090010734001018, 9  
 090010733001004, 9  
 090010744003011, 9  
 090010744002026, 9  
 090010743003008, 9  
 090010744003004, 9  
 090010743001008, 9  
 090010744002002, 9  
 090010744002004, 9  
 090010743003009, 9  
 090010743003010, 9  
 090010743003000, 9  
 090010737003007, 9  
 090010744002016, 9  
 090010743003016, 9  
 090010737004009, 9  
 090010744002022, 9  
 090010744003012, 9  
 090010733001005, 9  
 090010737001006, 9  
 090010737004000, 9  
 090010737004004, 9  
 090010744002011, 9  
 090010743003019, 9  
 090010737005002, 9  
 090010743003006, 9  
 090010737001003, 9  
 090010744001000, 9  
 090010743003012, 9  
 090010744003013, 9  
 090010744003008, 9  
 090010737001005, 9

090010737002002, 9  
 090010743003005, 9  
 090010737002006, 9  
 090010744002015, 9  
 090010744003010, 9  
 090010737001001, 9  
 090010737004003, 9  
 090010737004005, 9  
 090010743004001, 9  
 090010744001009, 9  
 090010737003004, 9  
 090010744003007, 9  
 090010744002014, 9  
 090010744001004, 9  
 090010743003007, 9  
 090010743003001, 9  
 090010744002018, 9  
 090010744002023, 9  
 090010744001002, 9  
 090010743002005, 9  
 090010737004001, 9  
 090010744001003, 9  
 090010744002020, 9  
 090010737004008, 9  
 090010737001002, 9  
 090010737002004, 9  
 090010737004002, 9  
 090010744002005, 9  
 090010743004008, 9  
 090010743001003, 9  
 090010743003015, 9  
 090010744003016, 9

**District 10 (# 130)**

090010702002003, 10  
 090010703001021, 10  
 090010701002005, 10  
 090010710002015, 10  
 090010701002001, 10  
 090010702003007, 10  
 090010702002002, 10  
 090010701003006, 10  
 090010710002004, 10  
 090010701001003, 10  
 090010703001017, 10  
 090010702003001, 10  
 090010703001031, 10  
 090010701004009, 10

090010701001009, 10  
 090010703001022, 10  
 090010701004006, 10  
 090010702002013, 10  
 090010702002008, 10  
 090010702001007, 10  
 090010701003012, 10  
 090010701001014, 10  
 090010703001030, 10  
 090010703001039, 10  
 090010701001000, 10  
 090010702002005, 10  
 090010701002009, 10  
 090010703001019, 10  
 090010701003005, 10  
 090010701002011, 10  
 090010702001004, 10  
 090010710001009, 10  
 090010701004002, 10  
 090010710002014, 10  
 090010710001006, 10  
 090010703001029, 10  
 090010701001018, 10  
 090010701003013, 10  
 090010702003004, 10  
 090010701004008, 10  
 090010701003008, 10  
 090010710002019, 10  
 090010703001040, 10  
 090010702001003, 10  
 090010702002010, 10  
 090010703001034, 10  
 090010703001032, 10  
 090010710001000, 10  
 090010710002001, 10  
 090010701002010, 10  
 090010702002001, 10  
 090010702003003, 10  
 090010702002012, 10  
 090010710002002, 10  
 090010701003002, 10  
 090010701002013, 10  
 090010710001001, 10  
 090010710002020, 10  
 090010703001024, 10  
 090010703001037, 10  
 090010702003006, 10  
 090010710001003, 10

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

090010701001011, 10	090010701001016, 10
090010710001005, 10	090010701002002, 10
090010702002000, 10	090010710002003, 10
090010702002011, 10	090010701003001, 10
090010702003005, 10	090010702001006, 10
090010701001015, 10	090010703001027, 10
090010701001013, 10	090010701001010, 10
090010710002008, 10	090010701003007, 10
090010701004001, 10	090010710002005, 10
090010710002009, 10	090010710002018, 10
090010702002004, 10	090010710001007, 10
090010703001035, 10	090010710002007, 10
090010701004000, 10	090010702001008, 10
090010703001033, 10	090010701001008, 10
090010701002003, 10	090010701002007, 10
090010702001002, 10	090010710001012, 10
090010701002006, 10	090010703001016, 10
090010703001018, 10	090010702002007, 10
090010701002004, 10	090010701003004, 10
090010701001006, 10	090010702001001, 10
090010710002012, 10	090010701001012, 10
090010702003008, 10	090010702002009, 10
090010703001028, 10	090010701001017, 10
090010701001002, 10	090010703001041, 10
090010701002012, 10	090010710002013, 10
090010701001007, 10	090010701001001, 10
090010701004007, 10	090010710002000, 10
090010702002014, 10	090010710002016, 10
090010701004003, 10	090010702002006, 10
090010710001010, 10	090010702001005, 10
090010710002011, 10	090010702003002, 10
090010701003010, 10	090010701003000, 10
090010710001008, 10	090010703001023, 10
090010702001000, 10	090010703001036, 10
090010701002008, 10	090010710001002, 10
090010702002015, 10	090010701001005, 10
090010701003003, 10	090010710001004, 10
090010703001020, 10	090010710002006, 10
090010701001004, 10	090010703001026, 10
090010703001025, 10	090010701004004, 10
090010701003009, 10	
090010710002010, 10	
090010701003011, 10	
090010701002000, 10	
090010710002017, 10	
090010702003000, 10	
090010701004005, 10	
090010710001011, 10	



## ATTACHMENT A

### Election Data Services, Inc.

Since 1979, Election Data Services, Inc. (E.D.S. Inc.), has been actively involved in many aspects of the redistricting process, having gone through four full census and redistricting cycles. We have been a consultant to many state and local governmental organizations around the nation, providing strategic advice and consulting on redistricting matters, coordinating the development of extensive databases used in the redistricting process, creating and assisting others with the creation of districting plans, and analyzing many aspects of districts and district configurations. Over the past four decades, Election Data Services, Inc.'s redistricting clients have come from more than half the states and members of our team been called upon to provide reports, expert witness testimony, and assistance to attorneys in more than 75 different court cases.

An example of Election Data Services, Inc.'s role in a jurisdiction's redistricting process is the State of Rhode Island, where the company has been responsible for coordinating all meetings and has testified at every meeting of their redistricting commission for the past three decades. In addition, it is our standard practice to meet with every state legislator of both parties, in both chambers, to review the member's district, its neighborhoods and the demographic characteristics of its voters. When the Census data is released, we conduct regional meetings around the state to review what the numbers mean for representation. We then work with legislative members, staff, and the general public to draw potential plan configurations. Plan alternatives are then taken to various parts of the state for further public input, in most instances in conjunction with the redistricting commission. In Rhode Island, the commission makes recommendations to the Legislature, who ultimately passes the plan as a piece of legislation.

Election Data Services, Inc. has also had extensive experience in a number of major metropolitan areas of the nation. Since 1980 we have assisted the City Council for the City of Chicago, IL in every redistricting each decade. This included creating the redistricting database, installing and utilizing redistricting software on local machines in city council chambers and working with councilpersons and staff to draft hundreds of redistricting plan concepts. We also set up the redistricting operation for New York City in 1990 and worked with council members that decade in drafting and finalizing a redistricting plan. We were involved in testifying in the City of Los Angeles about their redistricting plan

during the 1980s. A full set of all our redistricting involvement through out the decades can be found in Kimball Brace's vita, which is attached to this proposal.

Between decades, Election Data Services has contracted with several states to perform work to update Census Bureau TIGER files and draw and adjust precinct boundaries for submission to the Bureau. This has included addresses matching statewide voter registration files to decipher where precincts are located. This has included on-going work in both Rhode Island and Illinois for each of the past three decades.

E.D.S. Inc. has been providing redistricting services since before the advent of GIS redistricting software and was uniquely placed when GIS was introduced into the process. We developed our own redistricting software for the 1990 round of redistricting which was used in numerous state and local redistricting projects. We continued developing GIS software applications to help state governments compile precinct configurations for submission to the Census Bureau under P.L. 94-171 (whereby, census data was compiled by precinct for use in redistricting). During the 2000 and 2010 redistricting process we developed our own analysis software and utilized both major redistricting software packages, including AutoBound.

Since the early 1990s, E.D.S., Inc. has studied and issued yearly reports on the apportionment process as new population estimates have been released by the US Census Bureau and private demographic firms. We have become a staple for the press and others to cite when commenting on the impact of population shifts between different states. These reports can be found at our website: [www.electiondataservices.com](http://www.electiondataservices.com), under the "Research" tab. We have maintained a historical table back to 1789, along with decennial calculations conducted on Census data each decade from 1940 to current, as well as interim census estimates back to the early 1990s.

E.D.S. Inc. regularly collects election returns for every state in the nation. In 1992 we published a 500-page volume of county-level voter registration and voter turnout data, and election returns for the entire nation (*The Election Data Book: A Statistical Portrait of Voting in America, 1992* (Bernan Press, 1993)). While we only published the single volume, we have continued to compile an electronic county-level database for each general election since that time, which we sell to numerous institutions and organizations.

E.D.S. Inc. offers a wide variety of graphics services, from the creation of maps and posters to working with Census Bureau electronic mapping files. For

every election year since 1988, E.D.S. Inc. has produced a full color poster of the nationwide election results within days after the November general elections. This poster can be seen in most congressional offices and the White House and is sold worldwide.

Election Data Services, Inc. has been viewed by clients, the press, academics, and the general public as a research facility and consulting firm dealing with many aspects of the electoral process. Because of our specialization in redistricting, we have been hired by state and local governments across the nation to provide software, database development services, and consulting services for the creation of districting plans and the analysis of many aspects of the redistricting process.

In addition, the company provides assistance in the election administration field to state and local jurisdictions in such areas as precinct management, voter registration systems, and voting equipment evaluation. Since 1980, the company has also maintained a county and township level database of which voting equipment is used in every jurisdiction in the nation.

### **Kimball Brace**

Kimball Brace has been president of Election Data Services, Inc. since he started the company in 1977. As a result, he has been involved in all of the past redistricting activities of the company, in most instances directing the focus and development of tasks, computer programs and research efforts as they relate to redistricting, reapportionment, the census, and election administration.

Mr. Brace frequently gives speeches to groups and organizations and participate in numerous conferences and panels on various aspects of apportionment, redistricting, and the census. Since the early 1980s, he has been a regular participant and speaker at annual and bi-annual meetings of the Task Force on Redistricting of the National Conference of State Legislatures ("NCSL"). He has also been on their faculty, as NCSL has conducted five regional "Get Ready for Redistricting" seminars each decade since 1980.

Mr. Brace was also appointed by the U.S. Secretary of Commerce to the 2010 Census Advisory Committee, a 20-person advisory board to the Director of the Census Bureau. In 2020 he was asked to be NCSL's representative on an on-going series of half-day small-group expert meetings, arranged by the Committee on National Statistics (CNSTAT), to delve deeply into and provide informal discussion/feedback with Census Bureau staff as they develop the differential

privacy-based Disclosure Avoidance System for the 2020 census. He was also sent by the U.S. State Department and the International Foundation for Electoral Systems (IFES) to the Central Asian country of Kazakstan to present a three-day workshop on redistricting. He has also been regularly called upon by members of the press with questions on redistricting, reapportionment, the census, election administration issues, and politics in general.

Over the past four decades, Mr. Brace has also been involved in many aspects of the election administration process. This includes assisting federal, state, and local governments in such areas as voting equipment evaluation and selection, improvements to voter registration systems, and maintenance of precincts and street files. Beginning in 2008, he has been a poll worker in Prince William County, VA where he lives. Because the state holds elections every year and due to his interest in all aspects of election administration, he has graduated to being "chief judge" in the precincts to which he has been assigned.

In 2012 the county experienced long lines at the polls on Election Day and he was appointed to a 20-person task force by the County Board of Supervisors to investigate the cause of the problems. Because of his data background, he compiled and analyzed all the data collected by the task force and presented updates at their bi-weekly meetings over the 5-month life of the task force. With the retirement of the County's General Registrar (director of elections for the county), he was asked to take over the 11-person office. While he declined the full-time job offer, he did agree to serve as the Acting General Registrar for four months while the county conducted a search for a full-time replacement. He has continued to be actively involved in election administration issues within the county since that time.

Following the 2000 Presidential election, Mr. Brace was called by 40 to 50 reporters a day to provide information and comment on the election administration field around the nation. He was also interviewed by NBC, CBS, ABC and CNN numerous times about the 2000 election controversy. In addition, he was retained by the Gore-Lieberman Campaign Committee and provided expert witness testimony about voting equipment in the Bush v. Gore lower court evidentiary hearing on December 2, 2000. In 2004, 2006 and 2008, he was a consultant to NBC News on election administration matters and provided on-air commentary on election night.

## ATTACHMENT B

### VITA

## KIMBALL WILLIAM BRACE

Election Data Services, Inc.  
6171 Emerywood Court  
Manassas, VA 20112-3078

703 580-7267 or 202 789-2004 phone  
703 580-6258 fax

[kbrace@electiondataservices.com](mailto:kbrace@electiondataservices.com) or [kbrace@aol.com](mailto:kbrace@aol.com)

Kimball Brace is the president of Election Data Services Inc., a consulting firm that specializes in redistricting, election administration, and the analysis and presentation of census and political data. Mr. Brace graduated from the American University in Washington, D.C., (B.A., Political Science) in 1974 and founded Election Data Services in 1977.

### **Redistricting Consulting**

---

Activities include software development; construction of geographic, demographic, or election databases; development and analysis of alternative redistricting plans; general consulting, and onsite technical assistance with redistricting operations.

#### *Congressional and Legislative Redistricting*

Arizona Independent Redistricting Commission: Election database, 2001

Arizona Legislature, Legislative Council: Election database, 2001

Colorado General Assembly, Legislative Council: Geographic, demographic, and election databases, 1990–91

#### Connecticut General Assembly

- Joint Committee on Legislative Management: Election database, 2001; and software, databases, general consulting, and onsite technical assistance, 1990–91
- Senate and House Democratic Caucuses: Demographic database and consulting, 2001

Florida Legislature, House of Rep.: Geographic, demographic, and election databases, 1989–92

#### Illinois General Assembly

- Speaker of House and Senate Minority Leader: Software, databases, general consulting, and onsite technical assistance, 2000–02,
- Speaker of House and President of Senate: Software, databases, general consulting, and onsite technical assistance, 2018-current, 2009-2012, 1990–92, and 1981-82

Iowa General Assembly, Legislative Service Bureau and Legislative Council: Software, databases, general consulting, and onsite technical assistance, 2000–01 and 1990–91

Kansas Legislature: Databases and plan development (state senate and house districts), 1989

**(Redistricting Consulting, cont.)**

Massachusetts General Court

- Senate Democratic caucus: Election database and general consulting, 2001–02
- Joint Reapportionment Committees: Databases and plan development (cong., state senate, and state house districts), 1991–93, 2010-2012

Michigan Legislature: Geographic, demographic, and election databases, 1990–92; databases and plan development (cong., state senate, and state house districts), 1981-82

Missouri Redistricting Commission: General consulting, 1991–92

Commonwealth of Pennsylvania: General consulting, 1992

Rhode Island General Assembly and Reapportionment Commissions

- Software, databases, plan development, and onsite assistance (cong., state senate, and state house districts), 2016- current, 2010-2012, 2001–02 and 1991–92
- Databases and plan development (state senate districts), 1982-83

State of South Carolina: Plan development and analysis (senate), U.S. Dept. of Justice, 1983–84

Local Government Redistricting

Orange County, Calif.: Plan development (county board), 1991–92

City of Bridgeport, Conn.: Databases and plan development (city council), 2011-2012 and 2002–03

Cook County, Ill.: Software, databases, and general consulting (county board), 2010-2012, 2001–02, 1992–1993, and 1989

Lake County, Ill.: Databases and plan development (county board), 2011 and 1981

City of Chicago, Ill.: Software, databases, general consulting, and onsite technical assistance (city wards), 2010-2012, 2001–02 and 1991–92

City of North Chicago, Ill.: Databases and plan development (city council), 1991 and 1983

City of Annapolis, Md.: Databases and plan development (city council), 1984

City of Boston, Mass.: Databases and plan development (city council), 2011-2012, 2001-2002, and 1993

City of New Rochelle, N.Y.: Databases and plan development (city council), 1991–92

City of New York, N.Y.: Databases and plan development (city council), 1990–91

Cities of Pawtucket, Providence, East Providence, and Warwick, and town of North Providence, R.I.: Databases and plan development (city wards and voting districts), 2011-2012, 2002

City of Woonsocket and towns of Charlestown, Johnston, Lincoln, Scituate and Westerly, R.I.: Databases and plan development (voting districts), 2011-2012, 2002; also Westerly 1993

City of Houston, Tex.: Databases and plan development (city council), 1979 — recommended by U.S. Department of Justice

City of Norfolk, Va.: Databases and plan development (city council), 1983–84 — for Lawyers' Committee for Civil Rights

**(Redistricting Consulting, cont.)**

Virginia Beach, Va.: Databases and plan development (city council), 2011-2012, 2001-02, 1995, and 1993

Other Activities

International Foundation for Electoral Systems (IFES) and U.S. Department of State: redistricting seminar, Almaty, Kazakhstan, 1995

Library of Congress, Congressional Research Service: Consulting on reapportionment, redistricting, voting behavior and election administration

National Conference of State Legislatures (NCSL): Numerous presentations on variety of redistricting and election administration topics, 1980 - current

**Election Administration Consulting**

---

Activities include seminars on election administration topics and studies on voting behavior, voting equipment, and voter registration systems.

Prince William County, VA:

2013 – Appointed by Board of County Supervisors to 15 member Task Force on Long Lines following 2012 election. Asked and appointed by County's Electoral Board to be Acting General Registrar for 5-month period between full-time Registrars.

2008 - current – poll worker and now chief judge for various precincts in county

U.S. Election Assistance Commission (EAC): Served as subcontractor to prime contractors who compiled survey results from 2008 and 2010 Election Administration and Voting Survey.

U.S. Election Assistance Commission (EAC): Compile, analyze, and report the results of a survey distributed to state election directors during FY-2007. Survey results were presented in the following reports of the EAC: *The Impact of the National Voter Registration Act of 1993 on the Administration of Elections for Federal Office, 2005-2006, A Report to the 110th Congress*, June 30, 2007; *Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), Survey Report Findings*, September, 2007; and *The 2006 Election Administration and Voting Survey, A Summary of Key Findings*, December, 2007.

U.S. Election Assistance Commission (EAC): Compile, analyze, and report the results of three surveys distributed to state election directors during FY-2005: Election Day, Military and Overseas Absentee Ballot (UOCAVA), and Voter Registration (NVRA) Surveys. Survey results were presented in the following reports: *Final Report of the 2004 Election Day Survey*, by Kimball W. Brace and Dr. Michael P. McDonald, September 27, 2005; and *Impact of the National Voter Registration Act of 1993 on the Administration of Elections for Federal Office, 2003-2004, A Report to the 109th Congress*, June 30, 2005.

Rhode Island Secretary of State: Verification of precinct and district assignment codes in municipal registered voter files and production of street files for a statewide voter registration database, on-going maintenance of street file, 2004-2006, 2008-2014, 2016-2017.

Rhode Island Secretary of State, State Board of Elections & all cities & towns: production of precinct maps statewide, 2012, 2002, 1992

**(Election Administration Consulting, cont.)**

District of Columbia, Board of Elections and Ethics (DCBOEE): Verification of election ward, Advisory Neighborhood Commission (ANC), and Single-Member District (SMD) boundaries and production of a new street locator, 2003. Similar project, 1993.

Harris County, Tex.: Analysis of census demographics to identify precincts with language minority populations requiring bilingual assistance, 2002–03

Cook County, Ill., Election Department and Chicago Board of Election Commissioners:

- Analysis of census demographics to identify precincts with language minority populations requiring bilingual assistance, 2019, 2010-2013, 2002–03
- Study on voting equipment usage and evaluation of punch card voting system, 1997

Chicago Board of Election Commissioners: Worked with Executive Director & staff in Mapping Dept. to redraw citywide precincts, eliminate over 600 to save costs, 2011-12

Library of Congress, Congressional Research Service: Nationwide, biannual studies on voter registration and turnout rates, 1978–2002

U.S. General Accounting Office (GAO), U.S. Dept. of Justice, and numerous voting equipment vendors and media: Data on voting equipment usage throughout the United States, 1980–present

Needs assessments and systems requirement analyses for the development of statewide voter registration systems:

- Illinois State Board of Elections: 1997
- North Carolina State Board of Elections, 1995
- Secretary of Commonwealth of Pennsylvania, 1996

Federal Election Commission, Office of Election Administration:

- Study on integrating local voter registration databases into statewide systems, 1995
- Nationwide workshops on election administration topics, 1979–80
- Study on use of statistics by local election offices, 1978–79

Cuyahoga County, Ohio, Board of Elections: Feasibility study on voting equipment, 1979

Winograd Commission, Democratic National Committee: Analysis of voting patterns, voter registration and turnout rates, and campaign expenditures from 1976 primary elections

**Mapping and GIS**

---

Activities include mapping and GIS software development (geographic information systems) for election administration and updating TIGER/Line files for the decennial census.

2000 Census Transportation Planning Package (CTPP), 1998–99: GIS software for the U.S. Department of Transportation to distribute to 400 metropolitan planning organizations (MPOs) and state transportation departments for mapping traffic analysis zones (TAZs) for the 2000 census; provided technical software support to MPOs

Census 2000, 2010 and 2020 Redistricting Data Program, Block Boundary Suggestion Project (Phase 1) and Voting District Project (Phase 2), 1995–99: GIS software and provided software, databases, and technical software support to the following program participants:

- Alaska Department of Labor
- Connecticut Joint Committee on Legislative Management



**(Mapping & GIS Support, cont.)**

- Illinois State Board of Elections
- Indiana Legislative Services Agency
- Iowa Legislative Service Bureau
  
- New Mexico Legislative Council Service
- Rhode Island General Assembly
- Virginia Division of Legislative Services

Developed PRECIS® Precinct Information System—GIS software to delineate voting precinct boundaries—and delivered software, databases, and technical software support to the following state and local election organizations (with date of installation):

- Cook County, Ill., Department of Elections (1993)
- Marion County, Fla., Supervisor of Elections (1995)
- Berks County Clerk, Penn. (1995)
- Hamilton County, Ohio, Board of Elections (1997)
- Brevard County, Fla., Supervisor of Elections (1999)
- Osceola County, Fla., Supervisor of Elections (1999)
- Multnomah County, Ore, Elections Division (1999)
- Chatham County, Ga., Board of Elections (2000)
- City of Chicago, Ill., Board of Election Commissioners (2000)
- Mahoning County, Ohio, Board of Elections (2000)
- Iowa Secretary of State, Election and Voter Registrations Divisions (2001)
- Woodbury County, Iowa, Elections Department (2001)
- Franklin County, Ohio, Board of Elections (2001)
- Cobb County, Ga., Board of Elections and Voter Registration (2002)

Illinois State Board of Elections, Chicago Board of Election Commissioners, and Cook County Election Department: Detailed maps of congressional, legislative, judicial districts, 1992

Associated Press: Development of election night mapping system, 1994

## **Litigation Support**

Activities include data analysis, preparation of court documents and expert witness testimony. Areas of expertise include the census, demographic databases, district compactness and contiguity, racial bloc voting, communities of interest, and voting systems. Redistricting litigation activities also include database construction and the preparation of substitute plans.

*State of Alabama vs. US Department of Commerce, et al* (2019-2020) apportionment & citizenship data

*NAACP vs. Denise Merrill, CT Secretary of State, et al* (2019-2020) state legislative redistricting and prisoner populations

*Latasha Holloway, et al. v. City of Virginia Beach, VA* (2019) city council redistricting

*Joseph V. Aguirre vs. City of Placentia, CA* (2018-2019), city council redistricting

*Davidson, et al & ACLU of Rhode Island vs. City of Cranston, RI* (2014-16), city council & school committee redistricting with prisoner populations.

**(Litigation Support, cont.)**

- Navaho Nation v. San Juan County, UT* (2014-17) county commissioner & school board districts.
- Michael Puyana vs. State of Rhode Island* (2012) state legislature redistricting
- United States of America v. Osceola County, Florida*, (2006), county commissioner districts.
- Deeds vs McDonnell* (2005), Va. Attorney General Recount
- Indiana Democratic Party, et al., v. Todd Rokita, et al.* (2005), voter identification.
- Linda Shade v. Maryland State Board of Elections* (2004), electronic voting systems
- Gongaley v. City of Aurora, Ill.* (2003), city council districts
- State of Indiana v. Sadler* (2003), ballot design (city of Indianapolis-Marion County, Ind.)
- Peterson v. Borst* (2002–03), city-council districts (city of Indianapolis-Marion County, Ind.)
- New Rochelle Voter Defense Fund v. City of New Rochelle, City Council of New Rochelle, and Westchester County Board Of Elections* (2003), city council districts (New York)
- Charles Daniels and Eric Torres v. City of Milwaukee Common Council* (2003), council districts (Wisconsin)
- The Louisiana House of Representatives v. Ashcroft* (2002–03), state house districts
- Camacho v. Galvin and Black Political Caucus v. Galvin* (2002–03), state house districts (Massachusetts)
- Latino Voting Rights Committee of Rhode Island, et al., v. Edward S. Inman, III, et al.* (2002–03), state senate districts
- Metts, v. Harmon, Almond, and Harwood, et al.* (2002–03), state senate districts (Rhode Island)
- Joseph F. Parella, et al. v. William Irons, et al.* (2002–03), state senate districts (Rhode Island)
- Jackson v. County of Kankakee* (2001–02), county commissioner districts (Illinois)
- Corbett, et al., v. Sullivan, et al.* (2002), commissioner districts (St Louis County, Missouri)
- Harold Frank, et al., v. Forest County, et al.* (2001–02), county commissioner districts (Wisc.)
- Albert Gore, Jr., et al., v. Katherine Harris as Secretary of State, State of Florida, et al., and The Miami Dade County Canvassing Board, et al., and The Nassau County Canvassing Board, et al., and The Palm Beach County Canvassing Board, et al., and George W. Bush, et al* (2000), voting equipment design — Leon County, Fla., Circuit Court hearing, December 2, 2000, on disputed ballots in Broward, Volusia, Miami-Dade, and Palm Beach counties from the November 7, 2000, presidential election.
- Barnett v. Daley/PACI v. Daley/Bonilla v. Chicago City Council* (1992–98), city wards
- Donald Moon, et al. v. M. Bruce Meadows, etc and Curtis W. Harris, et al.* (1996–98), congressional districts (Virginia)
- Melvin R. Simpson, et al. v. City of Hampton, et al.* (1996–97), city council districts (Va.)
- Vera vs. Bush* (1996), Texas redistricting

**Litigation Support, cont.)**

*In the Matter of the Redistricting of Shawnee County Kansas and Kingman, et al. v. Board of County Commissioners of Shawnee County, Kansas* (1996), commissioner districts

*Vecinos de Barrio Uno v. City of Holyoke* (1992–96), city council districts (Massachusetts)

*Torres v. Cuomo* (1992–95), congressional districts (New York)

*DeGrandy v. Wetherell* (1992–94), congressional, senate, and house districts (Florida)

*Johnson v. Miller* (1994), congressional districts (Georgia)

*Jackson, et al v Nassau County Board of Supervisors* (1993), form of government (N.Y.)

*Gonzalez v. Monterey County, California* (1992), county board districts

*LaPaille v. Illinois Legislative Redistricting Commission* (1992), senate and house districts

*Black Political Task Force v. Connolly* (1992), senate and house districts (Massachusetts)

*Nash v. Blunt* (1992), house districts (Missouri)

*Fund for Accurate and Informed Representation v. Weprin* (1992), assembly districts (N.Y.)

*Mellow v. Mitchell* (1992), congressional districts (Pennsylvania)

*Phillip Langsdon v. Milsaps* (1992), house districts (Tennessee)

*Smith v. Board of Supervisors of Brunswick County* (1992), supervisor districts (Virginia)

*People of the State of Illinois ex. rel. Burris v. Ryan* (1991–92), senate and house districts

*Good v. Austin* (1991–92), congressional districts (Michigan)

*Neff v. Austin* (1991–92), senate and house districts (Michigan)

*Hastert v. Illinois State Board of Elections* (1991), congressional districts

*Republican Party of Virginia et al. v. Wilder* (1991), senate and house districts

*Jamerson et al. v. Anderson* (1991), senate districts (Virginia)

*Ralph Brown v. Iowa Legislative Services Bureau* (1991), redistricting database access

*Williams, et al. v. State Board of Election* (1989), judicial districts (Cook County, Ill.)

*Fifth Ward Precinct 1A Coalition and Progressive Association v. Jefferson Parish School Board* (1988–89), school board districts (Louisiana)

*Michael V. Roberts v. Jerry Wamser* (1987–89), St. Louis, Mo., voting equipment

*Brown v. Board of Commissioners of the City of Chattanooga, Tenn.* (1988), county commissioner districts

*Business Records Corporation v. Ransom F. Shoup & Co., Inc.* (1988), voting equip. patent

*East Jefferson Coalition for Leadership v. The Parish of Jefferson* (1987–88), parish council districts (Louisiana)

*Buckanaga v. Sisseton School District* (1987–88), school board districts (South Dakota)

*Griffin v. City of Providence* (1986–87), city council districts (Rhode Island)

**(Litigation Support, cont.)**

- United States of America v. City of Los Angeles* (1986), city council districts  
*Latino Political Action Committee v. City of Boston* (1984–85), city council districts  
*Ketchum v. Byrne* (1982–85), city council districts (Chicago, Ill.)  
*State of South Carolina v. United States* (1983–84), senate districts — U.S. Dept. of Justice  
*Collins v. City of Norfolk* (1983–84), city council districts (Virginia) — for Lawyers' Committee for Civil Rights  
*Rybicki v. State Board of Elections* (1981–83), senate and house districts (Illinois)  
*Licht v. State of Rhode Island* (1982–83), senate districts (Rhode Island)  
*Agerstrand v. Austin* (1982), congressional districts (Michigan)  
*Farnum v. State of Rhode Island* (1982), senate districts (Rhode Island)  
*In Re Illinois Congressional District Reapportionment Cases* (1981), congressional districts

**Publications**

---

- "EAC Survey Sheds Light on Election Administration", *Roll Call*, October 27, 2005 (with Michael McDonald)
- Developing a Statewide Voter Registration Database: Procedures, Alternatives, and General Models*, by Kimball W. Brace and M. Glenn Newkirk, edited by William Kimberling, (Washington, D.C.: Federal Election Commission, Office of Election Administration, Autumn 1997).
- The Election Data Book: A Statistical Portrait of Voting in America*, 1992, Kimball W. Brace, ed., (Bernan Press, 1993)
- "Geographic Compactness and Redistricting: Have We Gone Too Far?", presented to Midwestern Political Science Association, April 1993 (with D. Chapin and R. Niemi)
- "Whose Data is it Anyway: Conflicts between Freedom of Information and Trade Secret Protection in Redistricting", *Stetson University Law Review*, Spring 1992 (with D. Chapin and W. Arden)
- "Numbers, Colors, and Shapes in Redistricting," *State Government News*, December 1991 (with D. Chapin)
- "Redistricting Roulette," *Campaigns and Elections*, March 1991 (with D. Chapin)
- "Redistricting Guidelines: A Summary", presented to the Reapportionment Task Force, National Conference on State Legislatures, November 9, 1990 (with D. Chapin and J. Waliszewski)
- "The 65 Percent Rule in Legislative Districting for Racial Minorities: The Mathematics of Minority Voting Equality," *Law and Policy*, January 1988 (with B. Grofman, L. Handley, and R. Niemi)
- "Does Redistricting Aimed to Help Blacks Necessarily Help Republicans?" *Journal of Politics*, February 1987 (with B. Grofman and L. Handley)

"New Census Tools," *American Demographics*, July/August 1980

## **Professional Activities**

---

Member, Task Force on Long Lines in 2012 Election, Prince William County, VA

Member, 2010 Census Advisory Committee, a 20-member panel advising the Director of the Census on the planning and administration of the 2010 census.

Delegate, Second Trilateral Conference on Electoral Systems (Canada, Mexico, and United States), Ontario, Canada, 1995; and Third Trilateral Conference on Electoral Systems, Washington, D.C., 1996

Member, American Association of Political Consultants

Member, American Association for Public Opinion Research

Member, American Political Science Association

Member, Association of American Geographers, Census Advisory Committee

Member Board of Directors, Association of Public Data Users

Member, National Center for Policy Alternatives, Voter Participation Advisory Committee

Member, Urban and Regional Information Systems Association

## **Historical Activities**

---

Member, Manassas Battlefield Trust Board Member, 2018 -- current

Member, Historical Commission, Prince William County, VA., 2015 – current. Elected Chairman in 2017, re-elected 2018

Member of Executive Committee & head of GIS Committee, Bull Run Civil War Round Table, Centerville, VA. 2015 – current

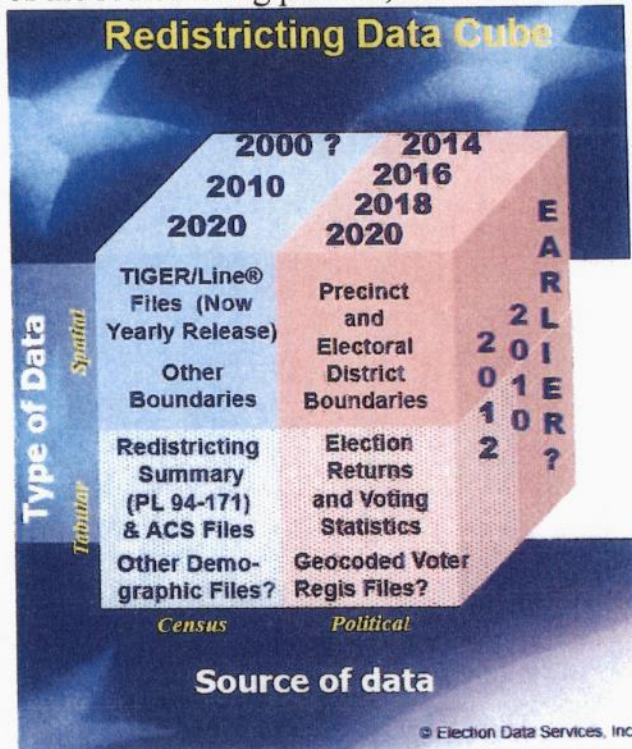
Member, Washington Capitals Fan Club, Executive Board 2017 -- current

February, 2020

## ATTACHMENT C

### Redistricting Databases

Over the past 44 years Election Data Services, Inc. has compiled extensive databases for use in the redistricting process and redistricting and voting rights court cases in many different states and localities. These databases form the heart of the redistricting process, but also are an essential building block for racial bloc



voting analysis. Generally, these databases merge four different elements through the use of geography. Over the past four decades Mr. Brace has spoken before many groups and courts about what he terms the “redistricting data cube”. The sketch to the left depicts that cube.

Redistricting issues always deal with territory. In previous decades, the Census Bureau depicted data collection areas on paper maps. In 1990, the Bureau was able to create an electronic map of the entire country, called the Topologically Integrated Geographic Encoding and Referencing system, or TIGER. Census geography in the form of TIGER files becomes the **first**

**element of the data cube**, shown in the upper left side of the cube (i.e., type of data: spatial; source of data: Census).

The TIGER files are actually massive databases in themselves and encompass all the lines that one sees on a map. These lines or “segments” are depicted with a latitude and a longitude coordinate point at the beginning and end of each line segment. These line segments have no population data associated with them, but they do have an extensive set of other attribute information. For example, each line segment has information about whether it is a stream, road, railroad, or power line, etc. If the segment is a road or stream, there is also

information about its name. If the segment is a road, there is also information in many instances about address ranges.

All line segments have geographic codes that identify the census tract and block on the left and right sides of the line. If one were to travel along a series of line segments and make a right turn at the end of each segment onto an intersecting line segment, one would eventually return to the starting point. Upon arrival at the starting point, one would be “closing” a polygon. This resulting polygon would form the basic census block. Census blocks are linked to block-level population and demographic data, but these numeric data are not in the TIGER files.

This numeric data, the **second element in the data cube** (lower left of the cube), is reported by the Census Bureau after each decennial census and consists of population and demographic counts associated with each census tract and block in each state. This data is first released for redistricting purposes in a computer file called the Census Redistricting (PL 94–171) Summary File. For each census tract and block there are both total population and voting age population (18 years old and over) counts, along with sub-counts of the different racial and Hispanic origin categories tabulated by the Census Bureau. For the first time in the 2000 Census, persons could choose multiple racial or ethnic origins, which caused the PL 94–171 population files to expand from 12 columns of data in 1990 to 291 columns of data in 2000 and 2010. Despite this seemingly massive amount of data, it is generally not until the year ending in a “2” when more detailed demographic data, such as income or education information, is released by the Census Bureau.

The availability of the Census Bureau’s PL94-171 population data files is still undetermined as of 2/9/2021. It is our understanding in discussions with Bureau staff that the release of the PL files will again be delayed in an announcement expected by this Friday. We understand that the PL files may not be released until August or September of 2021, which will pose major problems for being able to meet the state’s redistricting deadlines.

These two Census computer files (TIGER and PL) form the heart of any redistricting effort and are absolutely necessary for drawing and analyzing districts.

If one wishes to perform an electoral analysis of voting behavior for a given area, election returns are required. This is the **third element in the data cube** (lower right of cube). In the past these returns had to be collected from each county in a state, although more states are centralizing that collection effort. However, when redistricting deals with local contests, returns from multiple years must be collected from local election offices and, if not in electronic form, must be

keypunched to perform the analysis. State of Michigan is extremely fortunate in that the County's election office makes precinct level returns available on their website for all years and all contests.

Election returns alone are not enough to do racial voting or political analysis that is required in a redistricting and/or court case setting. One must know where the election returns come from—that is, from what part of a county or city. This is where the **fourth element of the data cube** (upper right of cube) — precinct maps — comes into play. Precinct maps for each election year must be collected and analyzed to determine the extent of change since the previous year.

It is standard practice across the United States for county governments to make massive precinct changes subsequent to statewide redistricting that occur in the years ending in "1" and "2". In addition, many larger jurisdictions change precinct boundaries on a regular basis as population shifts occur or there is a need to relocate a polling place. As a result, to analyze election contests that occur over time, one must determine the makeup of each precinct in each election in which the contests were held.

Election Data Services, Inc. has been collecting precinct maps from around the nation since the early 1980s. To study racial bloc voting or perform other types of electoral analysis, the racial makeup of each precinct needs to be determined and matched up with election returns. Unfortunately, the Census Bureau reports demographic data for only those precincts that were in existence in the year ending with "8" before the decennial census is conducted. To merge racial demographic data from the Census Bureau with the configuration of the precincts used in each election over the decade, one must overlay the precinct map boundaries that existed in each election on top of the census geographic boundaries.

It is our understanding that the State of Michigan does have precinct boundaries in the state's Center for Shared Solutions (CSS) back to the 2014 election. EDS will need to test these boundaries and make sure they match up with the election returns from the Secretary of State's office. In addition, we will need to determine whether the precinct boundaries will match up with the final TIGER geography for the 2020 Census, files of which are only now being released by the Bureau. (Michigan files were not on the Bureau's website as of 2/9/2021.)

Election Data Services, Inc. has developed computer programs to assist with this process, whereby an operator assigns census tracts and blocks to individual precincts using GIS technology. Once this block-to-precinct equivalency has been developed, additional computer programs can tally up the census demographic and



racial data from the blocks to the precinct summary level. E.D.S. Inc. has loaded these files into various computer databases compiled over the years for such analysis.

Election Data Services, Inc. has spent thousands of hours of staff time compiling extensive databases of state and local election returns and combining the geography of precincts with census geography. A database that matches precinct election returns with the demographic composition of the precincts as reported by the Census is required to conduct an analysis of voting patterns by race/ethnicity. These types of databases are the central component necessary to determine the extent to which racial groups vote differently or the same. Combining all of this information creates a massive database that is internal to Election Data Services, Inc. Additional programs have been created to extract individual election contests from the massive internal database and format them into smaller ASCII datasets that can be read by statistical software programs, such as SPSS, S-Plus, or "R" used to perform racial bloc voting analyses.

### **Census Data Analysis and Compilation**

As noted earlier, census data is one of the major elements of the "datacube." With regard to demographic information and race, the 2010 Census asked, and the 2020 Census is asking, each individual two major questions. First, they asked whether the person was

Hispanic or not (the Census Bureau has not considered Hispanic as being a race).

The actual Hispanic question in the questionnaire for 2020 appeared as noted in Figure 2, to the right. Second, they asked the person's race. This is shown in

Figure 3, below. This two-part question format has been used since Hispanic origin was first asked of every individual in 1980.

**Is this person of Hispanic, Latino, or Spanish origin?**

- No, not of Hispanic, Latino, or Spanish origin
- Yes, Mexican, Mexican Am., Chicano
- Yes, Puerto Rican
- Yes, Cuban
- Yes, another Hispanic, Latino, or Spanish origin -- Print, for example, Salvadoran, Dominican, Colombian, Guatemalan, Spaniard, Ecuadorian, etc.

Figure 2

Since 1980 the Census Bureau has taken the results of the race question

**What is this person's race?**

Mark  one or more boxes **AND** print origins.

White – Print, for example, German, Irish, English, Italian, Lebanese, Egyptian, etc.

Black or African Am. – Print, for example, African American, Jamaican, Haitian, Nigerian, Ethiopian, Somali, etc.

American Indian or Alaska Native – Print name of enrolled or principal tribe(s), for example, Navajo Nation, Blackfeet Tribe, Mayan, Aztec, Native Village of Barrow Inupiat Traditional Government, Nome Eskimo Community, etc.

<input type="checkbox"/> Chinese	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Native Hawaiian
<input type="checkbox"/> Filipino	<input type="checkbox"/> Korean	<input type="checkbox"/> Samoan
<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Japanese	<input type="checkbox"/> Chamorro
<input type="checkbox"/> Other Asian – Print, for example, Pakistani, Cambodian, Hmong, etc. <input type="checkbox"/>	<input type="checkbox"/> Other Pacific Islander – Print, for example, Tongan, Fijian, Marshallese, etc. <input type="checkbox"/>	

Some other race – Print race or origin.

Figure 3

and created counts of five major racial groups along with a catch-all of “some other race”. The five major racial groups were “white”, “black or African-American”, “American American Indian or Alaska Native”, “Asian” (which combined the answers of Asian American Indian, Chinese, Filipino, Korean, Japanese, Vietnamese, and Other Asian), and “Native Hawaiian or Other Pacific Islander” (which combined the answers of Pacific Islander, Native Hawaiian, Guamanian or Chamorro, Samoan, and Other Pacific Islander). Traditionally, these five major racial groups, along with “some other race” would add to 100% or the total population reported by the census. The 2020 Census allowed more space for individuals to

include ancestry answers as write-ins as a way of clarifying their race, but the data on ancestry will not be released until later in the decade, long after redistricting.

The Census Bureau also asked individuals whether they were of Hispanic origin. Because the Census Bureau and the federal government for each of the last four censuses have concluded that “Hispanic Origin” is not a racial category (anyone of any race can also be Hispanic), the Census Bureau provides cross-tabulations in its PL 94-171 data tables. Utilizing these cross-tabulations, Election

Data Services, Inc. has traditionally developed its datasets by showing Hispanic Origin as if it were a race, and then removing Hispanics from the individual racial data. As such, we report Non-Hispanic White, instead of White; Non-Hispanic Black, instead of Blacks; Non-Hispanic Asian; instead of Asians; and so-forth. When the racial data and Hispanic Origin are reported in this manner, the groups add to 100 percent of the population.

Post census studies have shown that Hispanics have tended to divide their racial designation mainly between “Some other race” and “white” in roughly equal proportions. As a result, when we take out Hispanics from their relative racial groups in order to treat Hispanic as if it was a race, then the largest decreases occur in both the “White” and the “Some Other Race” categories.

The 2000 and 2010 censuses were a marked departure from earlier censuses on the reporting of racial data. In previous decades, individuals answering the Census were supposed to mark only one racial category. However, beginning with the 2000 Census, individuals could mark any number of racial categories (as many as all six), mainly due to the growth of multi-racial families in American society. This produced unique data issues concerning racial breakdowns and how they were reported. As one of the very few organizations involved in redistricting around the nation, Election Data Services, Inc. was closely involved with census personnel in researching and understanding the ramifications of the new data structures.

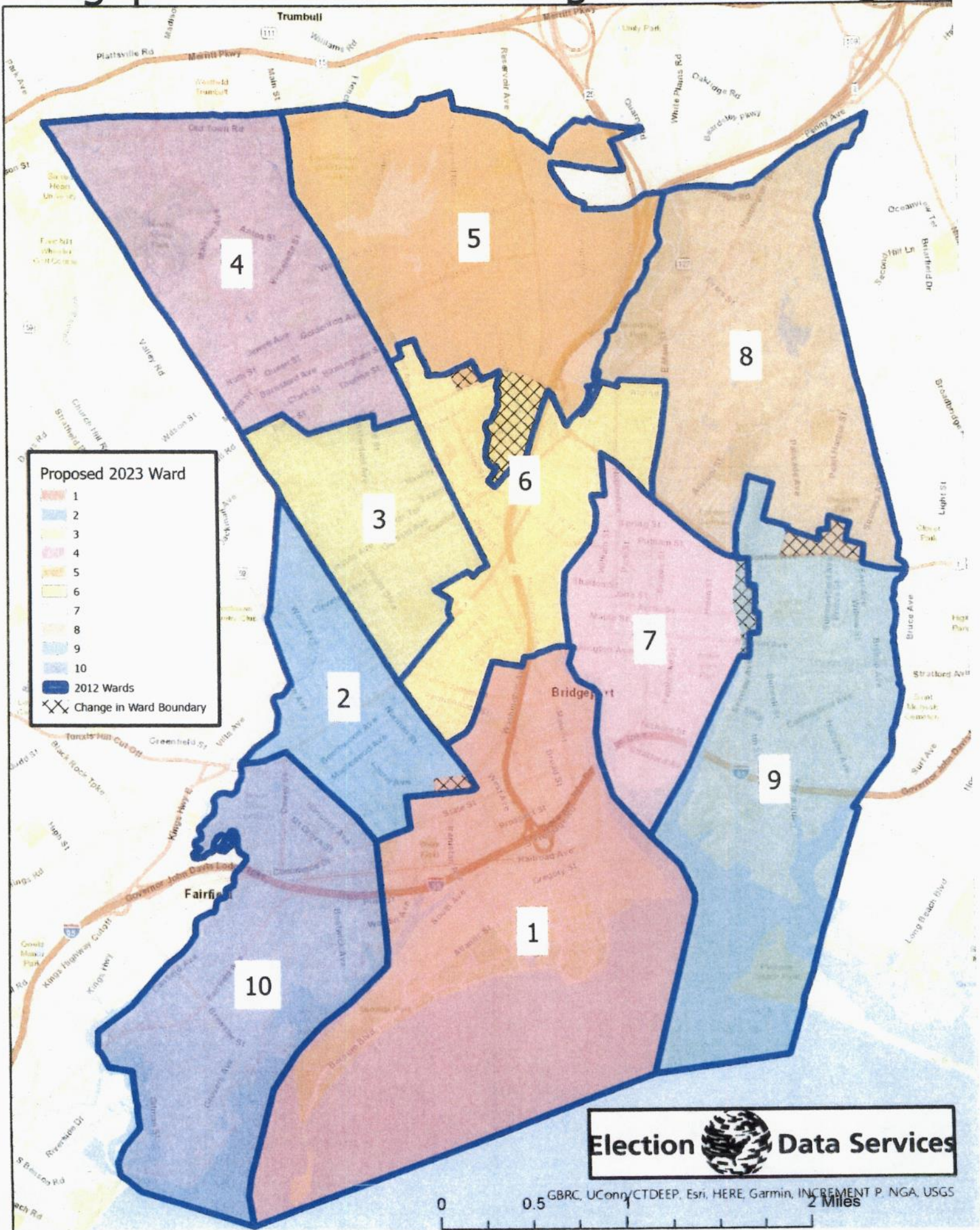
There are three basic ways to calculate the racial breakdowns for the 2000 and 2010 census. The first is to exclude any individuals who have marked more than one racial category from the basic racial definitions and put these individuals into a separate “multiple-race” category. This tends to create a bottom level of racial categorization for individual race groups, but one that is more compatible with the numbers that were reported in previous censuses. Election Data Services, Inc. designated these categories as “*Race-Along*” and they occupy tab or table 1 in many of our reports.

The second method of calculation is to include in the individual race groups any individual who marked that race group alone, plus any individual who marked that race group in combination with any other racial group(s). This produces the maximum number of individuals in each racial group, but it also means that the totals of all racial groups added together will result in more than 100 percent of the population being reported. Election Data Services designated these categories as “*Combo*” or “*Max*” and they occupy tab or table 2 in many of our reports

The third method of calculation was recommended by the Federal Office of Management and Budget (OMB). In a Federal Register notice published in March 2000 (at the tail end of the Clinton administration), OMB laid out how federal agencies should use racial data from the 2000 Census (no fundamental change was made in this directive for the 2010 Census). In essence, the OMB recommended that any individuals who marked themselves as both “White” and some other minority race, should be counted as part of that other minority race. This increased the numbers reported for the racial groups above the “race-alone” categories, but actually excluded individuals who marked themselves as being in two different minority groups. We have found in our research that this method of calculation tends to fall in between the other two methods. Election Data Services, Inc. designates these categories as “**OMB**” and they occupy tab or table 3 in many of our data reports.

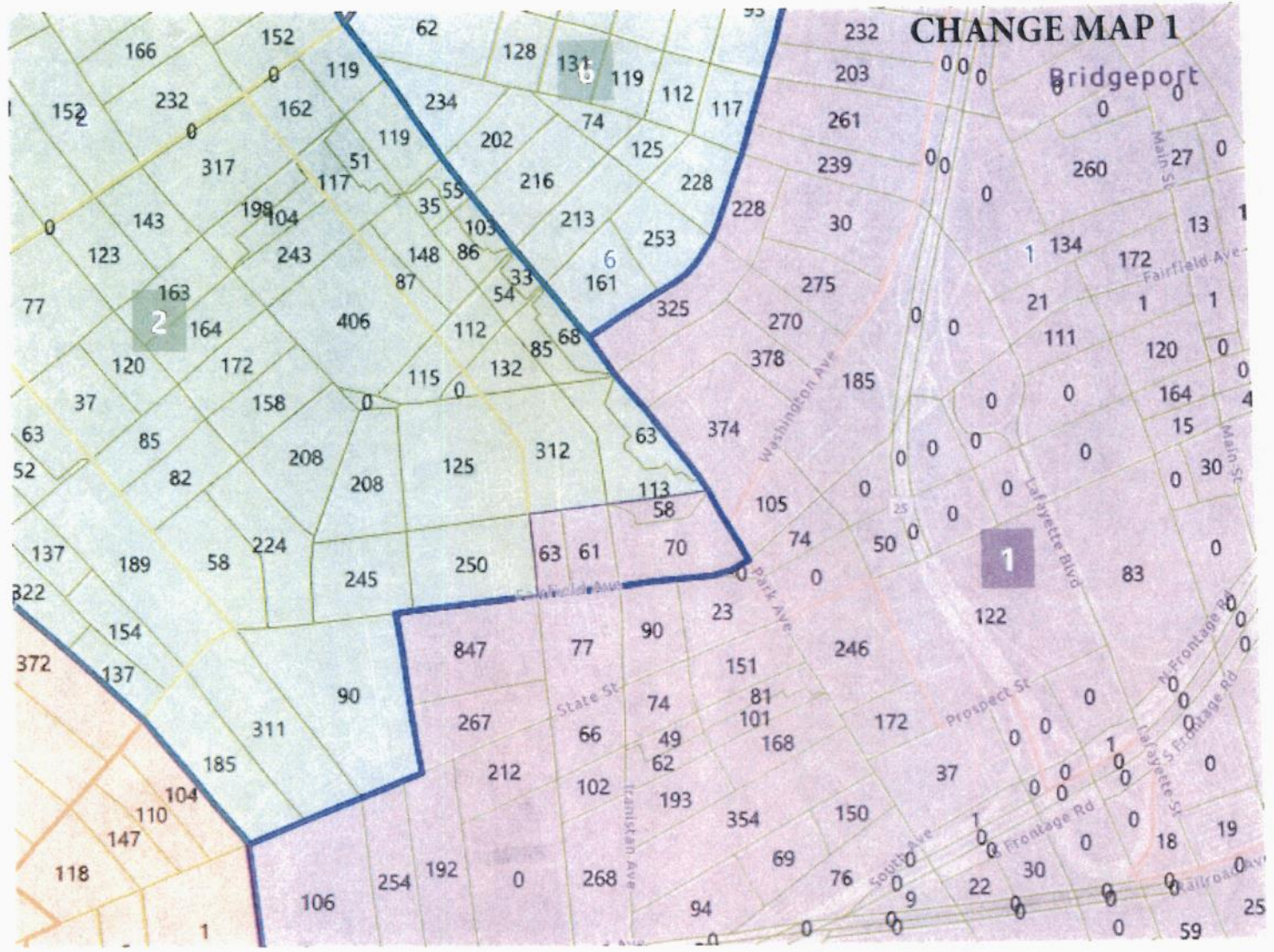
Election Data Services’s standard dataset incorporates all three methods of calculating racial data from the 2000 and 2010 censuses. This will continue for the 2020 Census, as the Census Bureau announced two years ago that the same basic data will be used when they published the PL file for 2020. Producing and reporting population counts based on all three calculation methods allows us to compare the different methods and how district configurations are affected over three decades.

# Bridgeport 2023 Redistricting - Ward Changes

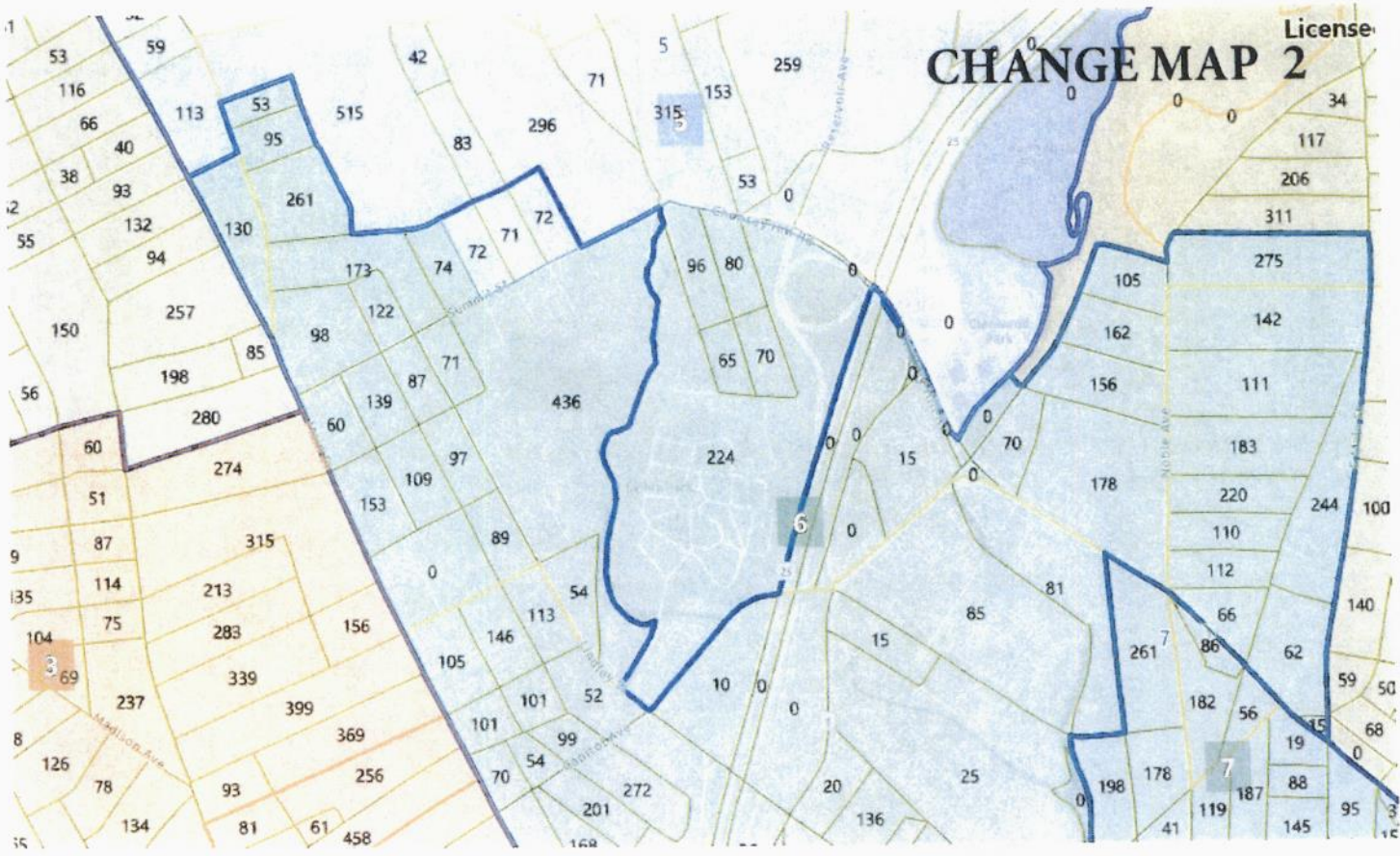


# CHANGE MAP 1

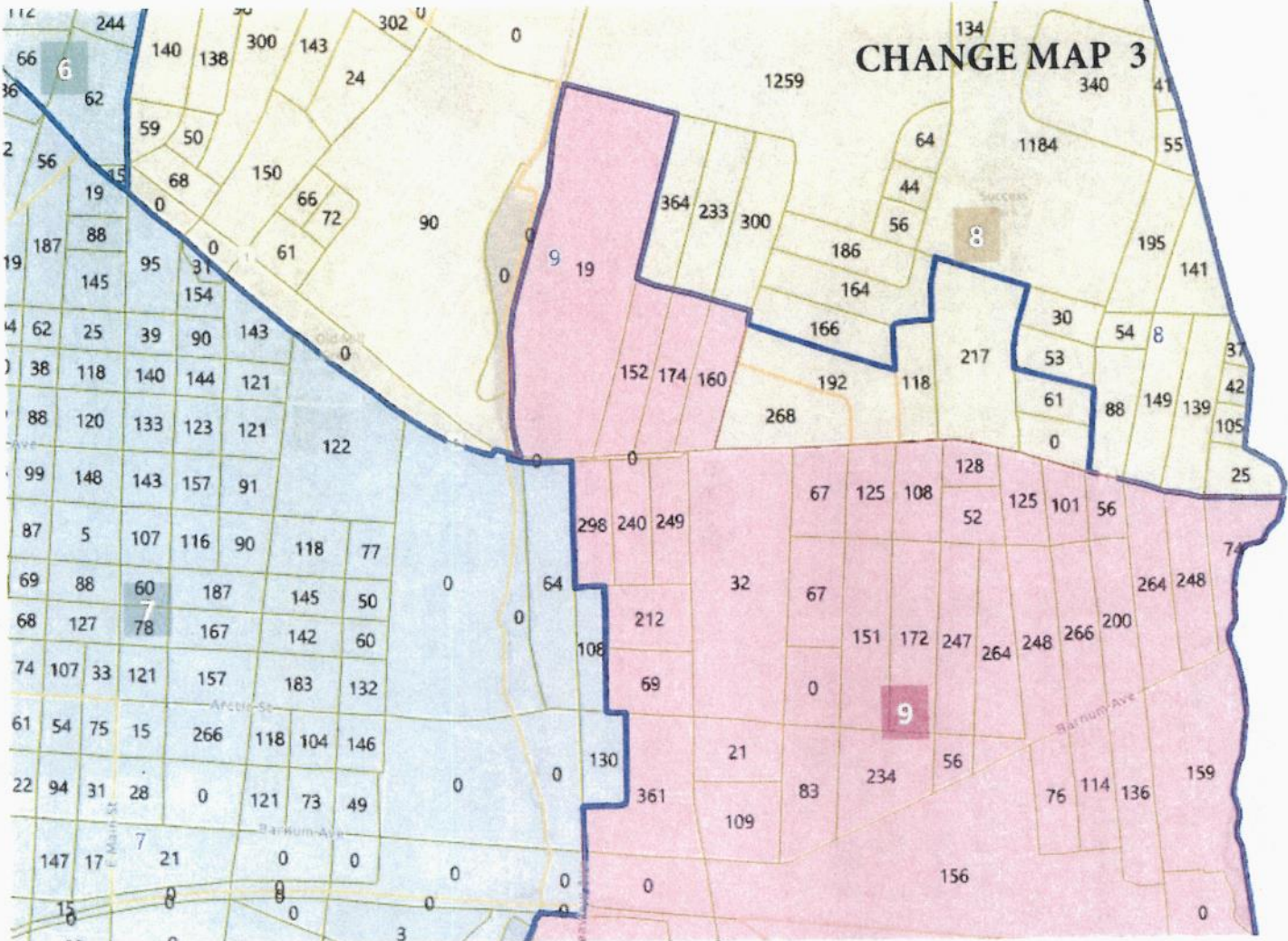
Bridgeport



# License CHANGE MAP 2



# CHANGE MAP 3

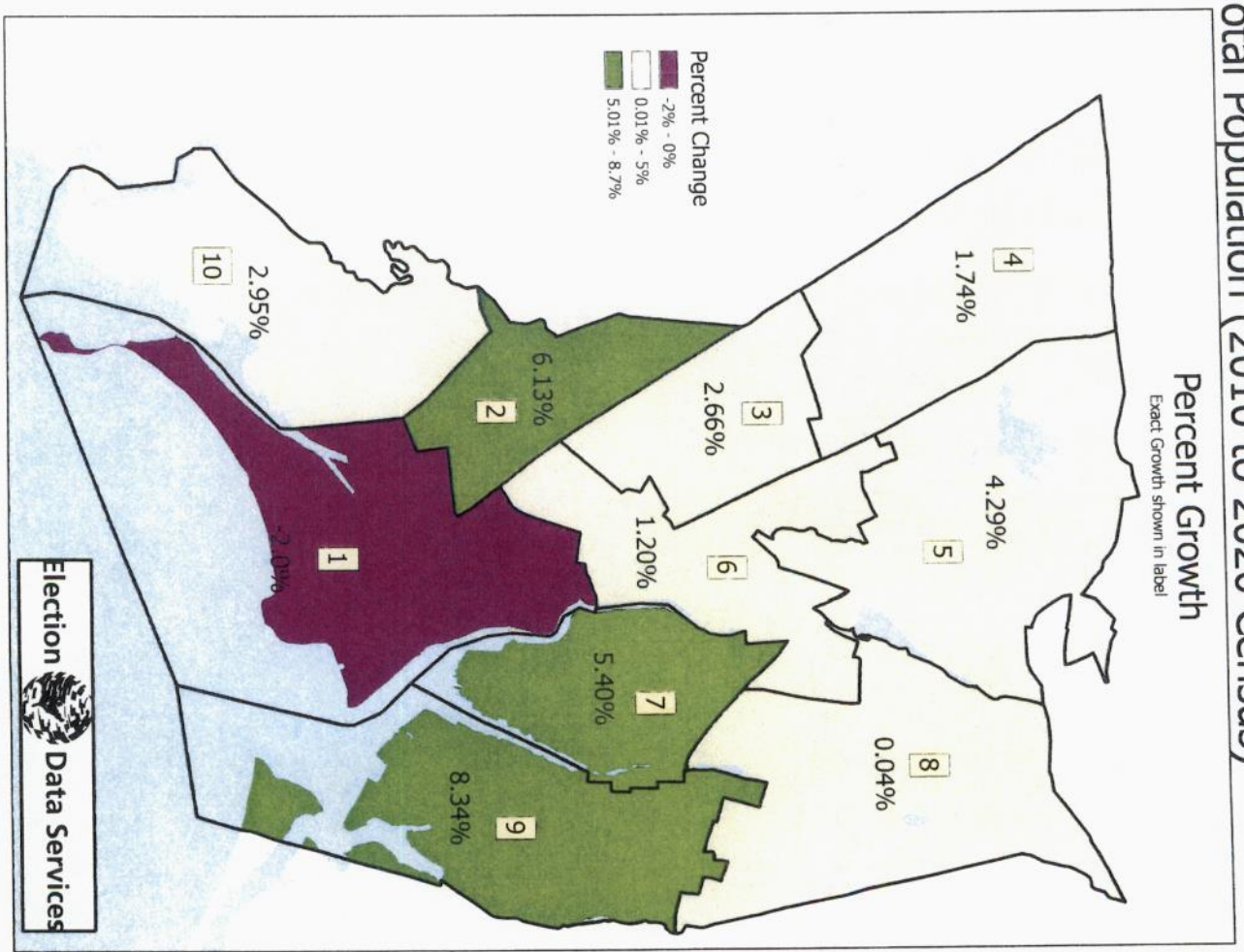
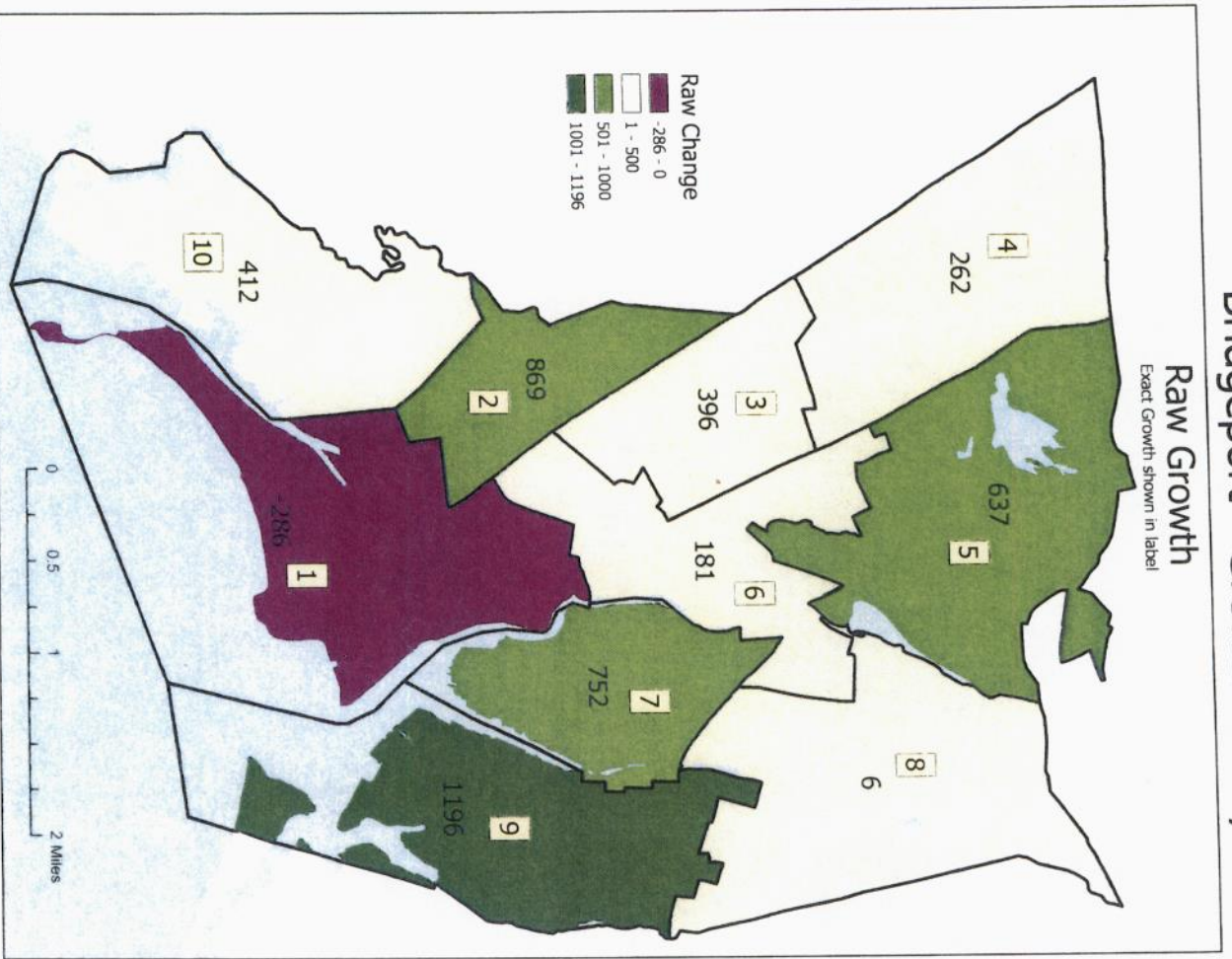






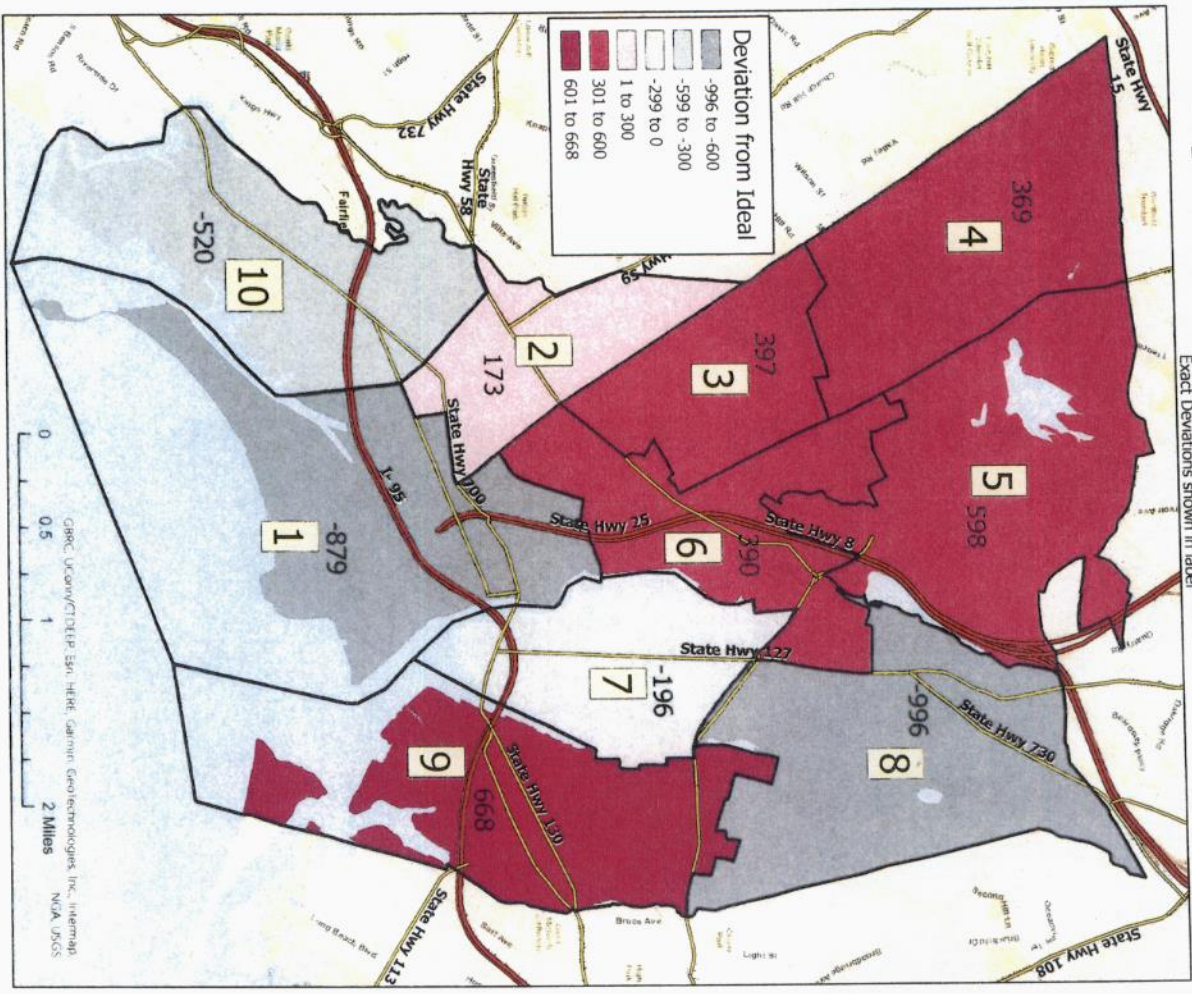
# Bridgeport - Growth in City Ward Total Population (2010 to 2020 Census)

MAP 1



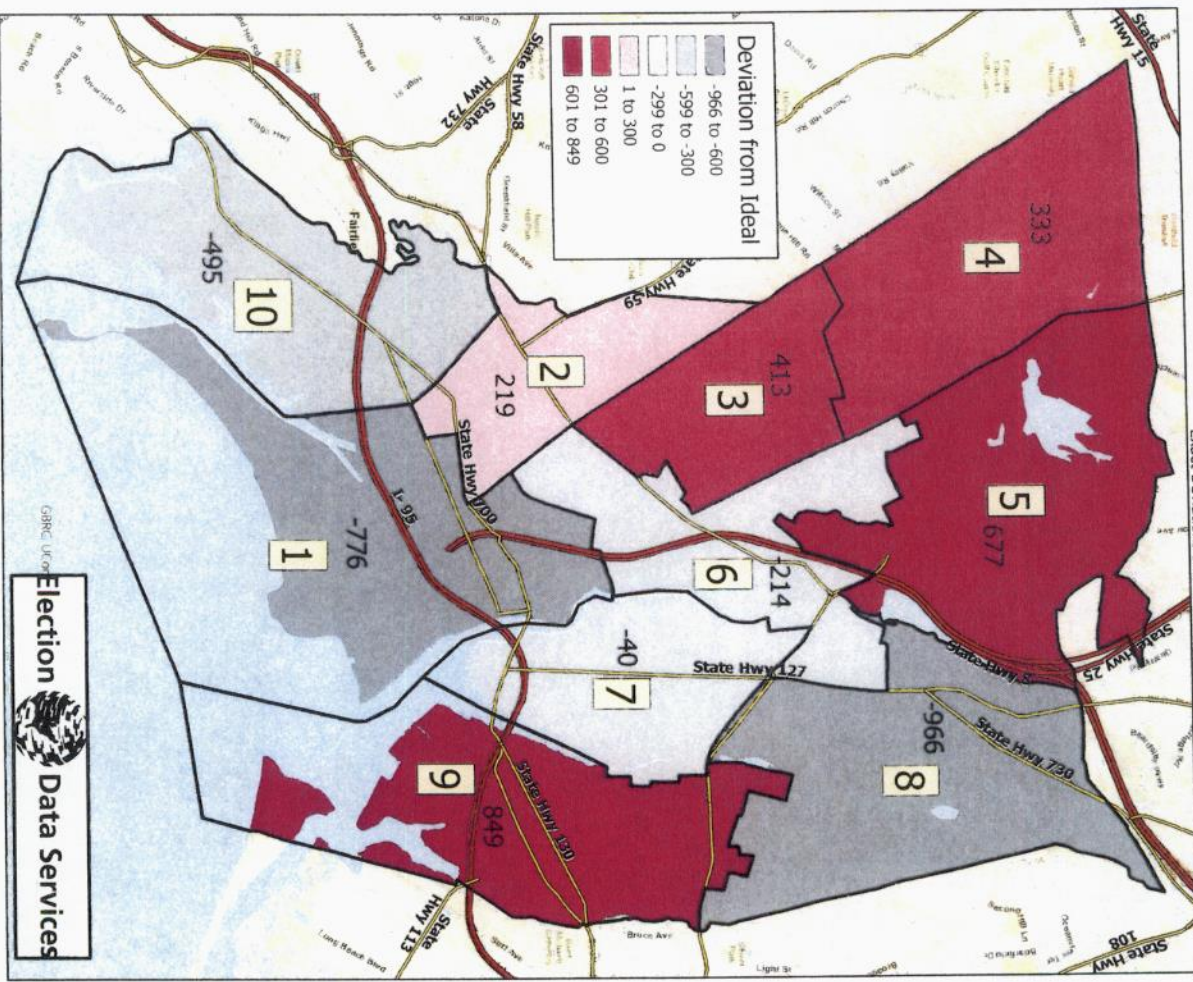
# Original Census Population (Ward target of 14,865)

Exact Deviations shown in label



# Adjusted for Allocated Inmates (Ward target of 14,936)

Exact Deviations shown in label

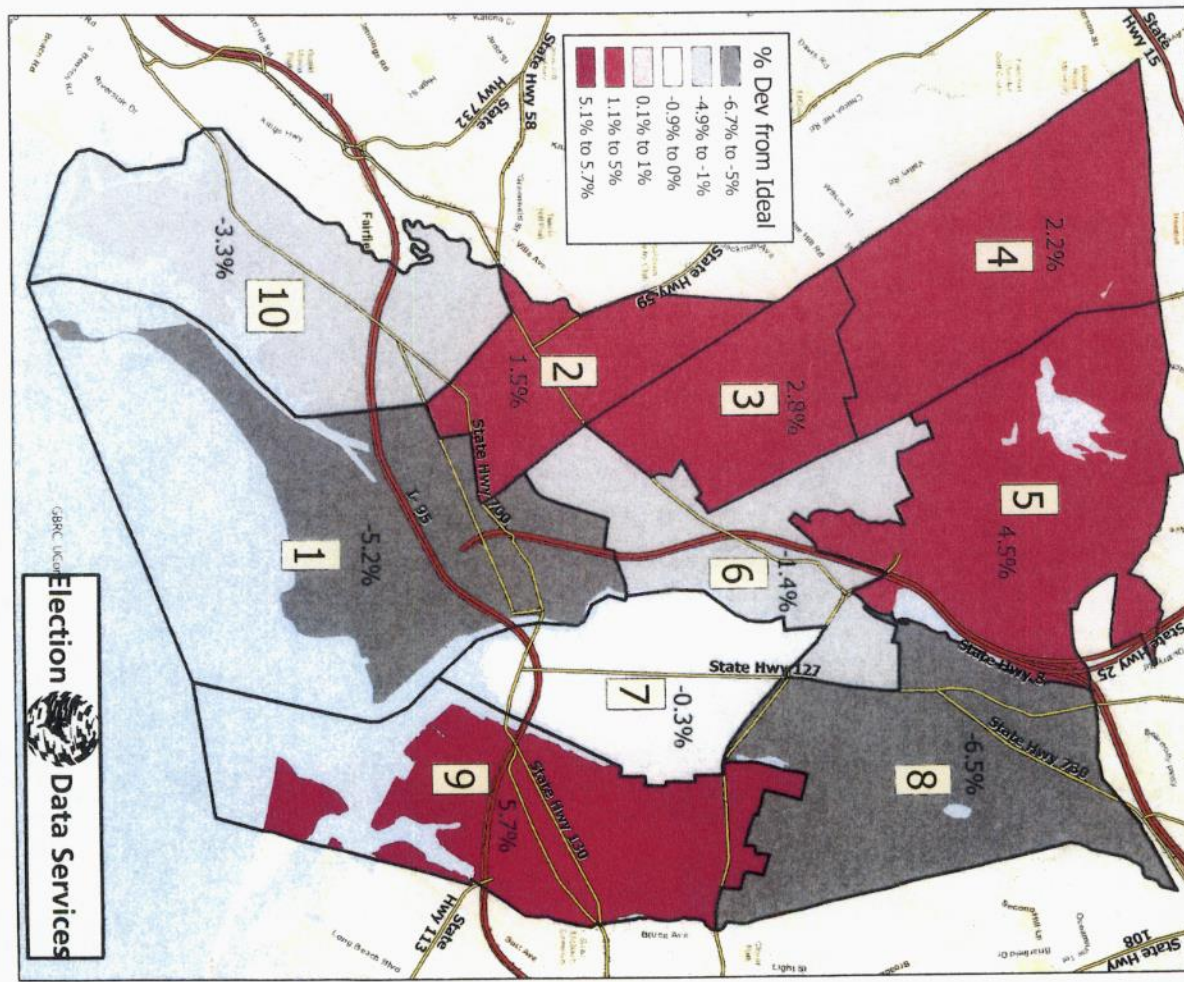
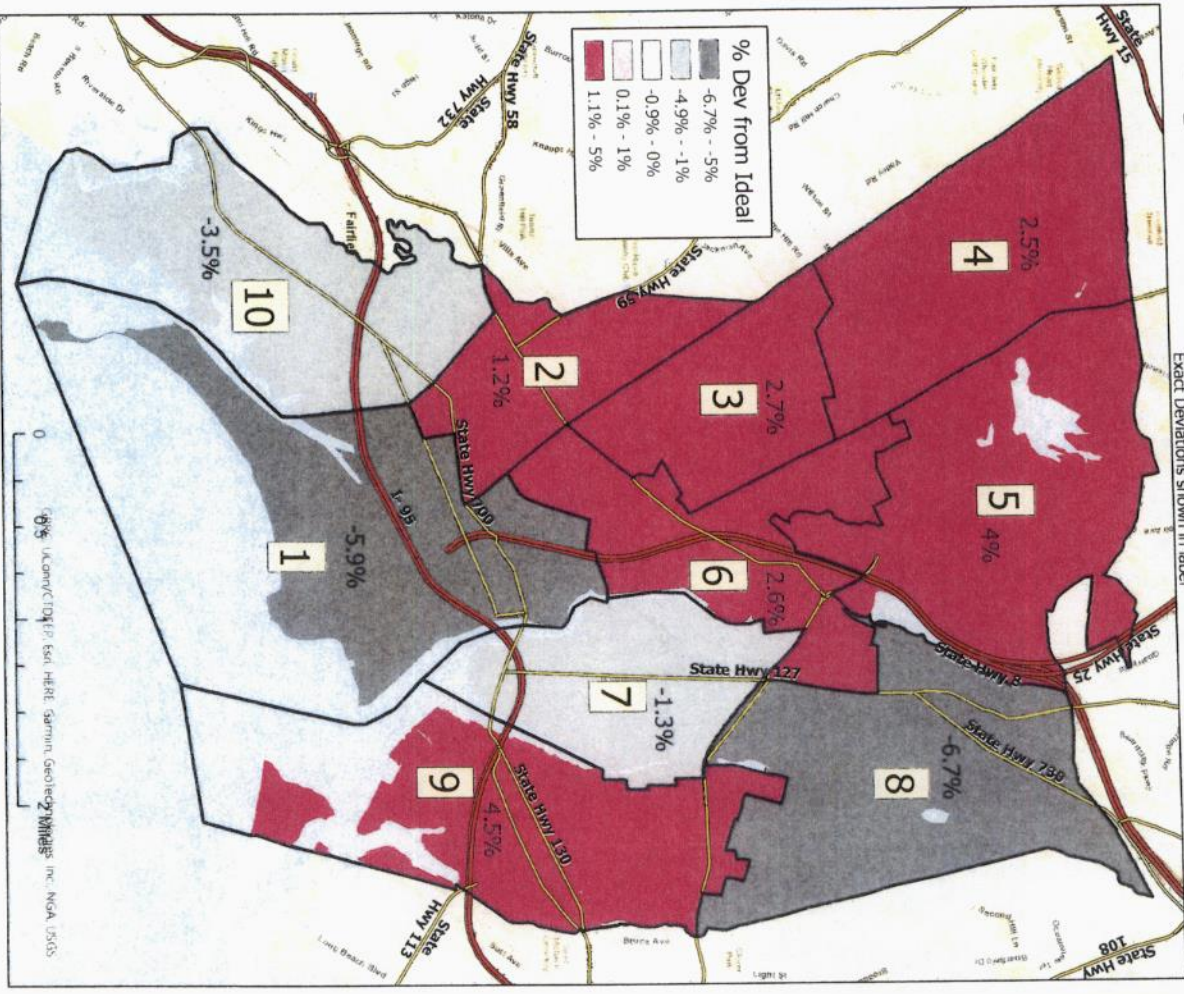


# Bridgeport - City Ward Percent Deviation from Ideal Pop

MAP 3

Original Census Population (Ward target of 14,865)

Adjusted for Allocated Inmates (Ward Target of 14,936)



<b>Bridgeport Wards with 2020 Census Data</b>			
	<b>Reported #s</b>	<b>Adjusted for Prisoners</b>	
Number of Members	10	10	
Ideal District Size (Target)	14,865	14,936	
Acceptable Deviation	10.0%	10.0%	
Overall Deviation Window	1,487	1,494	
One-sided Deviation Window	743	747	
High Range (Raw Numbers)	15,609	15,683	
High Range (Percentages)	5.0%	5.0%	
Low Range (Raw Numbers)	14,122	14,189	
Low Range (Percentages)	-5.0%	-5.0%	
			<b>Guide</b>
Citywide Population	148,654	149,360	Total Population, also shown as PopTot or Pop = TAPersons in tables VAP = Voting Age Population, also VAPTot WH = White BL= Black, or African American AS= Asian NA, or AI= Native American or American Indian PI= Pacific Islander OT= Some Other Race Hisp= Hispanic NH= Non-Hispanic XX= More than one Race P= Percentage _A= Race Alone _C= Combo _W= OMB interpetation
Analysis based on preliminary district definitions in Census Bureau files.			
District boundaries have not been verified.			
		<b>Tables</b>	
Total Population		1, 2, & 3	
Voting Age Population		4, 5 & 6	
Race Alone		1 & 4	
Combo		2 & 5	
OMB Interpetation		3 & 6	
No Hispanic category		Single digit tables	
Hispanic category		"A" tables	

**TABLE 2**

	White	Black	American Indian & Alaskan Native	Asian	Hawaiian & Pacific Islander	Some other race	Two or more races	Total	Hispanic	Total
<b>Total Population</b>										
1 Race Alone	22.67%	35.07%	0.94%	2.79%	0.09%	24.56%	13.88%	100.00%	42.28%	100.00%
1a Non-Hispanic Race Alone	16.42%	32.75%	0.15%	2.71%	0.02%	1.98%	3.69%	114.66%		
2 Race Combined (Max)	34.01%	38.59%	2.08%	3.36%	0.26%	36.35%		42.28%	103.93%	
2a Non-Hispanic Race Combined (Max)	19.12%	34.57%	0.68%	3.14%	0.11%	4.03%		91.23%		
3 Race Combined (OMB)	22.67%	37.16%	1.51%	3.01%	0.23%	26.66%	2.58%		42.28%	98.30%
3a Non-Hispanic Race Combined (OMB)	16.42%	33.65%	0.42%	2.87%	0.08%					
<b>Voting Age Population</b>										
4 Race Alone	25.10%	34.56%	0.89%	2.90%	0.08%	23.08%	13.38%	100.00%	39.35%	100.00%
4a Non-Hispanic Race Alone	19.33%	32.88%	0.15%	2.85%	0.02%	1.86%	3.55%	114.03%		
5 Race Combined (Max)	36.18%	37.52%	2.00%	3.38%	0.26%	34.69%		39.35%	103.75%	
5a Non-Hispanic Race Combined (Max)	21.91%	34.49%	0.70%	3.23%	0.11%	3.96%		91.26%		
6 Race Combined (OMB)	25.10%	36.44%	1.44%	3.08%	0.23%	24.97%	2.45%		39.35%	98.40%
6a Non-Hispanic Race Combined (OMB)	19.33%	33.77%	0.42%	2.98%	0.09%					

TABLE 3

	White	Black	American Indian & Alaskan Native	Asian	Hawaiian & Pacific Islander	Some other race	Two or more races	Total	Hispanic	Total
<b>Total Population</b>										
1 Race Alone	39.57%	34.56%	0.55%	3.41%	0.10%	17.47%	4.34%	100.00%	38.20%	100.00%
1a Non-Hispanic Race Alone	22.74%	32.22%	0.20%	3.31%	0.05%	1.34%	1.94%	104.68%		
2 Race Combined (Max)	42.30%	36.83%	1.26%	3.93%	0.43%	19.93%	1.90%		38.20%	102.08%
2a Non-Hispanic Race Combined (Max)	23.87%	33.54%	0.62%	3.71%	0.25%	1.90%		98.15%		
3 Race Combined (OMB)	39.57%	35.35%	0.71%	3.59%	0.14%	18.80%			38.20%	99.09%
3a Non-Hispanic Race Combined (OMB)	22.74%	32.77%	0.27%	3.46%	0.07%	1.58%				
<b>Voting Age Population</b>										
4 Race Alone	43.04%	32.84%	0.53%	3.65%	0.11%	16.23%	3.60%	100.00%	35.15%	100.00%
4a Non-Hispanic Race Alone	26.92%	31.07%	0.19%	3.57%	0.05%	1.38%	1.67%	103.88%		
5 Race Combined (Max)	45.33%	34.45%	1.20%	4.09%	0.45%	18.36%			35.15%	101.79%
5a Non-Hispanic Race Combined (Max)	27.82%	32.10%	0.60%	3.92%	0.27%	1.94%		66.65%		
6 Race Combined (OMB)	27.82%	32.10%	0.60%	3.92%	0.27%	1.94%			35.15%	99.14%
6a Non-Hispanic Race Combined (OMB)	26.92%	31.38%	0.27%	3.70%	0.08%	1.64%				

**TABLE 4**

DISTRICT	Total Population				Racial Demographics as Percent of Total Population						
	All Persons	Target	Dev.	Difference	NH White	NH Black	NH Native	NH Asian	Hispanic	Minority	
1	14,412	14,936	-3.51%✓	-524	11.04%	34.58%	0.25%	4.52%	44.11%	88.96%	
2	14,903	14,936	-0.22%✓	-33	15.25%	32.56%	0.15%	5.12%	41.07%	84.75%	
3	15,349	14,936	2.77%✓	413	19.72%	29.02%	0.11%	2.40%	37.13%	80.28%	
4	15,269	14,936	2.23%✓	333	40.58%	19.27%	0.18%	3.41%	27.34%	59.42%	
5	15,293	14,936	2.39%✓	357	11.28%	43.05%	0.24%	2.27%	36.81%	88.72%	
6	15,042	14,936	0.71%✓	106	9.74%	31.07%	0.09%	2.22%	48.74%	90.26%	
7	14,594	14,936	-2.29%✓	-342	3.68%	31.50%	0.16%	0.88%	59.31%	96.32%	
8	14,826	14,936	-0.74%✓	-110	15.09%	36.02%	0.10%	3.32%	40.75%	84.91%	
9	15,231	14,936	1.96%✓	295	5.27%	43.71%	0.18%	0.88%	45.15%	94.73%	
10	14,441	14,936	-3.31%✓	-495	30.66%	22.70%	0.05%	1.98%	40.01%	69.34%	
Assigned	149360										
Total Pop	149360										
Unassigned	0										

DISTRICT	Voting Age Population		Racial Demographics as Percent of Voting Population					
	Adult	VAP %	NH White	NH Black	NH Native	NH Asian	Hispanic	Minority
1	11,014	76.42%	13.49%	35.84%	0.15%	4.94%	41.49%	86.51%
2	11,340	76.09%	18.06%	32.83%	0.19%	5.32%	38.47%	81.94%
3	11,689	76.15%	22.87%	29.22%	0.12%	2.44%	34.72%	77.13%
4	12,720	83.31%	45.24%	18.69%	0.09%	3.38%	24.36%	54.76%
5	11,327	74.07%	13.04%	44.70%	0.19%	2.45%	34.36%	86.96%
6	10,989	73.06%	10.87%	32.00%	0.13%	2.40%	47.00%	89.13%
7	10,441	71.54%	4.43%	32.59%	0.20%	1.06%	58.88%	95.57%
8	11,538	77.82%	17.72%	35.99%	0.13%	3.32%	39.52%	82.28%
9	10,943	71.85%	6.16%	45.94%	0.24%	0.94%	43.72%	93.84%
10	11,072	76.67%	36.53%	22.06%	0.06%	2.19%	35.40%	63.47%





City of Bridgeport  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

**Comm. #80-22 Ref'd to Joint Committee on ECD&E and Contracts  
on 6/5/2023**

May 31, 2023

City Clerk  
45 Lyon Terrace  
Bridgeport CT 06604

**RE: Resolution Authorizing An  
Affordable Housing Tax Incentive Development Agreement for Crescent Crossings 1C  
Referral to Joint ECDE & Contracts Committee (by Wednesday, June 14, 2023)**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize an Affordable Housing Tax Incentive Development Agreement for *Crescent Crossings 1C*, a new \$40MM mixed-income residential development to be constructed on the vacant land bounded by Church, Hallett, Crescent & Waterview on the East Side.

This item is for referral to the Joint ECDE and Contracts Committee, which we would respectfully request be convened by no later than Wednesday, June 14<sup>th</sup>.

Truly yours,

*Bill Coleman*

Bill Coleman  
Deputy Director

C: Thomas Gill, Director  
Mark Anastasi, Esq., Associate City Attorney  
Ron Pacacha, Esq., of Counsel to the City Attorney's Office  
Thomas Gaudett, Office Mayor Ganim

ATTEST  
CITY CLERK  
RECEIVED  
CITY CLERKS OFFICE  
23 MAY 31 PM 3:59

**Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement  
For The Crescent Crossings 1C Affordable Housing Redevelopment Project**

**WHEREAS** the JHM Group, acting through its affiliate entity, “Crescent Crossings 1C LLC,” (the “**Developer**”), pursuant to agreements with Park City Communities (fka, the Bridgeport Housing Authority), is the long-term lessee and Developer of the real property bounded by Church Street, Hallett Street, Crescent Avenue and Waterview Avenue (the “**Property**”);

**WHEREAS** the Developer intends to invest approximately \$40MM (forty million dollars) in newly constructed improvements on the Property to consist of approximately eighty-five (85) units of mixed-income housing, as well as necessary and related ancillary facilities including lobby space, outdoor landscaping, playground space, community garden space, and off-street parking, all designed to support on-site resident needs (the “**Project**”);

**WHEREAS** the Bridgeport Planning and Zoning Commission has approved the Project.

**WHEREAS** the Developer has made application to the City’s Office of Planning and Economic Development (“OPED”) for an Affordable Housing Tax Incentive Development Agreement (the “**Agreement**” attached hereto as **Attachment A**) which would establish a phased-in, increasing tax payment schedule for the Project over a two (2) year construction and lease-up period, and a fifteen (15) year operating period as more particularly described in the document dated 05.31.2023 and entitled “*Crescent Crossings 1C – Real Estate Tax Payment Schedule*,” attached hereto as **Attachment B**;

**WHEREAS** the Project shall offer a mix of housing unit types (including studio, one-bedroom, two-bedroom, and three-bedroom apartments), and shall offer these units to households at various income levels, with approximately seventy (70%) percent of the units dedicated to providing affordable rents to households earning less than the area’s median income, all as more particularly described in the document dated 05.31.2023 and entitled “*Crescent Crossings 1C – Financial Model – Unit Mix, Income Mix, Rental Rates*” attached hereto as **Attachment C**.

**WHEREAS** the vacant, federally-owned Property, which has not produced tax revenue for many years, will produce an average of approximately \$210,000 in real estate tax revenue annually for the City during the fifteen-year operating period of the Agreement;

**WHEREAS** in the final year of the Agreement, the Project will produce \$257,140 in annual tax revenue, an amount roughly equivalent to the annual tax payment that would be due under full taxation;

**WHEREAS** over the course of the Agreement, the Project will produce approximately \$3.8MM in direct revenue to the City, including an estimated \$632,000 building permit fee paid at Project commencement;

**WHEREAS** the Project is subject, under the Agreement, to the provisions of *City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development*, which will be administered by the City’s Office of Contract Compliance, and which requires that during the development of this Project the first consideration for any additional employment of tradespersons and/or any apprentices to be working on this Project shall be given to qualified applicants who are residents of the City and/or who are ex-felons so as to meet the objectives of awarding twenty (20%) percent of any such new employment opportunities or apprenticeships to local residents and of awarding five (5%) percent of any such new employment opportunities or apprenticeships to ex-felons;

**WHEREAS** the Agreement requires that the Developer also comply with the *City’s Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which will be administered by the City’s Office of Small and Minority Business Enterprise, and which establishes as an attainable

goal that thirty percent (30%) of the value of the Project's construction contracts be awarded to Minority Business Enterprises, which includes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project go to African-American Owned Minority Business Enterprises, and establishes an attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Women-Owned Business Enterprises;

**WHEREAS**, the Project is financed through a combination of sources, including equity from the syndication of federal Low-Income Housing Tax Credits, as well as funding from the State of Connecticut Department of Housing ("CT DOH") the Connecticut Housing Finance Authority ("CHFA"), and an Urban Act Grant from the Connecticut Department of Economic and Community Development;

**WHEREAS** *Sections 8-215 and Section 8-216 of the Connecticut General Statutes* (the "Statutes") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Housing (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose;

**WHEREAS** the Statutes provide that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing;

**WHEREAS**, OPED has analyzed the Project's capital structure and financial operating proformas as detailed in the Developer's consolidated application for financing from CHFA and CT DOH;

**WHEREAS**, in conducting its analysis and review of the financial structure of the Project, OPED has subjected it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, the costs of construction, the leveraging of public and private funding and financing, the rental revenues, and operating expenses, all as per the requirements of the *City's Affordable Housing Tax Incentive Development Program, Ch. 3.24 of the Municipal Code*;

**WHEREAS**, OPED has summarized the value of the tax incentive payments to be made per this Agreement and has summarized the value of the tax abatement to be provided per this Agreement in the document dated 05.31.2023 and entitled, "*Crescent Crossings IC – Value of Tax Incentive Payments and Value of Taxes Abated*," attached hereto as **Attachment D**.

**WHEREAS**, the Agreement is in keeping with the Affordable Housing Tax Incentive Development Policy established by City Ordinance, and is warranted and necessary for the success of the Project such that, without the Affordable Housing Tax Incentive Development Agreement, the Project would not proceed;

**NOW THEREFORE, BE IT RESOLVED** that the above recitals are hereby incorporated into the body of this resolution, that the Agreement is hereby approved in substantially the form attached hereto, and that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to execute such other documents and take such other necessary actions that may be necessary in furtherance of the Agreement and consistent with this resolution and in the best interests of the City.

**ATTACHMENT A**

**TAX INCENTIVE DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF BRIDGEPORT ("CITY")**

**AND**

**CRESCENT CROSSINGS 1C, LLC ("DEVELOPER")**

**RE: Crescent Crossings 1C, located at Church Street, Hallett Street,**

**Crescent Avenue and Waterview Avenue,**

**Bridgeport, CT**

**WHEREAS**, the Developer owns certain real property located at 252 Hallett Street, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**") and intends to invest significant sums in the construction or renovation of the Property in order to create approximately eighty-five (85) units of subsidized and unsubsidized low- and moderate-income housing (the "**Project**") on the Property; and

**WHEREAS**, the Property consists of property that currently produces no tax revenue; and

**WHEREAS**, the Developer has submitted an application for tax relief in accordance with Municipal Code Chapter 3.24 ("**Affordable Housing Tax Incentive Development Program Ordinance**") that allows for assistance when a project provides for affordable housing, including housing for low- or moderate-income persons or families, and when the monies equal to the amount of such tax relief shall be invested in such project to achieve the objectives set forth in Ch. 3.24.040.A (the "**Affordable Housing Objectives**"); and

**WHEREAS**, the Developer will construct the Project which would ordinarily be subject to real and personal property taxes ("**Taxes**"); and

**WHEREAS**, the Office of Planning and Economic Development ("**OPED**") has reviewed the proposed Project in light of the Affordable Housing Tax Incentive Ordinance and the official policies and procedures approved by the Bridgeport City Council on September 13, 2017, has determined that the Project is an eligible project and that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the proposed Project economically infeasible; and

**WHEREAS**, the Developer's pursuit of the Project on the Property would be beneficial to the City because it provides for the creation of needed investment and affordable housing in the area; and

**WHEREAS**, the Developer has agreed and committed to develop the Project on the Property and to fund such improvements at an approximate total cost of approximately Forty Million (\$40,000,000.00) Dollars; and

**WHEREAS**, OPED has determined that the Project is entitled to a tax incentive that will permit the Taxes to be fully abated during a two-year construction and lease-up period and thereafter to be phased-in during the first fifteen (15) years of the Project's operation commencing with the first Tax payment due July 1, 2025 and concluding with the Tax payment due January 1, 2040 (the "**Term**") in accordance with the amounts and dates set forth in **Exhibit A** attached hereto and made a part hereof (the "**Tax Incentive**"); and

**WHEREAS**, the Developer has emphasized its willingness and proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured tax incentive agreement ("**Tax Incentive Agreement**") with the City authorized by the Affordable Housing Tax Incentive Development Ordinance; and

**WHEREAS**, OPED has reviewed the Developer's application for a Tax Incentive Agreement and has determined that the Project meets all of the requirements and economic tests of the Affordable Housing Tax Incentive Development Ordinance; and

**WHEREAS**, the parties agree that the Property and the Project (collectively, the "**Development Property**") meet the definition of "development property" as defined in Connecticut General Statutes, Section 7-482, and the parties intend for the Development Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that

the Project is economically feasible; and

**WHEREAS**, the scheduled Tax Incentive Payments shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

[NOTE: Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Tax Incentive Ordinance or in the Connecticut General Statutes cited herein.]

**NOW, THEREFORE**, the City and the Developer agree as follows:

The recitals set forth above are incorporated in and made part of this Housing Tax Incentive Agreement.

1. **Tax Incentive Schedule; Commencement Date; Installments.** The Developer and the City hereby enter into this Agreement for the Development Property permitting the establishment of Taxes during the Term, as follows:

(a) Construction and Lease-Up Period Tax Abatement. No Taxes shall be due on the Property from the date that a fully-executed original of this Agreement is delivered to the Developer (the "**Effective Date**") until July 1, 2025 ("**Construction and Lease-Up Period Tax Abatement**");

(b) First Fifteen (15) Years of Project Operation. Following the expiration of the Construction and Lease-Up Period Tax Abatement, the Project will be deemed to be in operation and Taxes shall be due on the Property for the first fifteen (15) years of operation ("**Operating Period Tax Abatement**") according to the Real Estate Tax Payment Schedule detailed in Exhibit A, with a year being the 12-month period starting on July 1 of one year and ending on June 30 of the following year (each, a "**Year**"). The Taxes due pursuant to this Agreement shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable Taxes on the Property and the Project.

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on Exhibit A, and shall be subject to the City's right to enjoy and

exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Tax Incentive Agreement that the Developer shall pay in a timely manner all Taxes that become due on the Property between the Commencement Date and the due date of the first Installment hereunder.

3. **Late Payment of Installments; Interest.** Upon commencement of the first Installment due, if any Installment is paid more than thirty (30) days after it became due (a "**Delinquency**"), said Installment shall bear interest at the statutory rate, currently 18% per annum, until paid without any notice or demand being required.

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently paid such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; or (c) violated any other material obligations on its part to be performed hereunder and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (c) above, the City shall give the Developer thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were made. The Property and Project shall be listed as development property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

5. **No Waiver.** Any forbearance or delay by the City in enforcing this Tax Incentive Agreement or in exercising any right or remedy hereunder at law or in equity

shall not constitute a waiver of a Default nor shall it preclude the City from exercising any such right or pursuit of said remedy in the future.

6. **WPCA Fees; DSSD Taxes.** This Tax Incentive Agreement and the Taxes to be paid are separate and distinct from any Water Pollution Control Authority user charges and Downtown Special Services District impositions that the Developer may be obligated to pay.

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project within six (6) months after the Effective Date of this Tax Incentive Agreement and shall complete the Project no later than two (2) years thereafter **TIME BEING OF THE ESSENCE**. The Developer agrees to invest approximately Forty Million (\$40,000,000.00) Dollars in development, construction and environmental remediation costs related to the Project.

8. **Binding Effect.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns, and shall be recorded in the Bridgeport Land Records in order to be effective.

9. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto.

10. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier service addressed to the receiving party at its address specified below:

All notices to the City:      Director  
   Office of Planning and Economic Development  
   Margaret E. Morton Government Center  
   999 Broad Street, 2<sup>nd</sup> Floor  
   Bridgeport, CT 06604

with a copy to                      City Attorney  
   Office of the City Attorney  
   Margaret E. Morton Government Center  
   999 Broad Street, 2<sup>nd</sup> Floor  
   Bridgeport, CT 06604



All notices to Developer:   Managing Member  
  Crescent Crossings 1C, LLC

with a copy to:

11.    **Payment Procedure.** The Developer shall make all Installments payable to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, and shall submit each Installment with a notation to the Tax Collector that said payment is being made in accordance with this “**Crescent Crossings 1C Tax Incentive Agreement**”. The Developer will receive tax bills on a regular basis based upon the Property’s assessed value, however, in order to take advantage of the rights and privileges offered by this Tax Incentive Agreement, the Developer must strictly comply with the payment procedure described above.

12.    **Applicable Law; Resolution of Disputes.** This Tax Incentive Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the courts located in Fairfield County, Connecticut for the resolution of all disputes that may arise hereunder.

13.    **Entire Agreement.** This Tax Incentive Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein.

14.    **Transfers.** This Tax Incentive Agreement is transferable upon the sale of the Property or the sale or transfer of a controlling interest in the Developer (collectively, “**Transfer of Control**”) under certain conditions set forth in the Tax Incentive Ordinance, as follows:

(a)    Prior to a Transfer of Control, the then-current owner of the Property, including those who acquire a controlling interest in the then-current owner of the Property (“**Transferee**”), shall be required to give prior written notice to the City of the intent to make a Transfer of Control including a transfer of all of the original

applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");

(b) Each Transferee shall demonstrate its ability to carry out the Obligations; and

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document shall be recorded on the Bridgeport Land Records.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, that is, to an entity that is controlled by or under common control of the Developer ("**Affiliate**") for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved in advance by the City shall not constitute a Default under this Agreement.

15. **No Discrimination.** Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

16. **MBE Compliance.** The Tax Incentive Ordinance establishes minimum requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances ("**MBE Ordinance**"). The Developer's compliance with the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. OPED will administer and determine the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall observe the MBE Ordinance in the following manner for construction contracts for the Project:

(d) All capitalized terms not otherwise defined in this paragraph 17 shall have the meanings ascribed to them in the MBE Ordinance.

(e) The City's mandatory requirement for construction contracts is established at six percent (6.0%) of the value of each construction contract ("**Mandatory Requirement**") for African-American subcontractors.

(f) The City's attainable goal for all construction contracts is established at an additional nine percent (9.0%) for MBE subcontractors ("**Attainable MBE Goal**") (15% total when combined with the Mandatory Requirement).

(g) The City's attainable goal for the Project is established at fifteen percent (15.0%) for WBE subcontractors ("**Attainable WBE Goal**").

(h) The Developer shall publish all bids on the City's electronic bidding website, [www.bidsync.com](http://www.bidsync.com).

(i) The Developer will place an advertisement in the Connecticut Post newspaper seeking an "open house" for MBE contractors.

(j) The Developer will cooperate and communicate with the City's MBE Administrator (defined below) so that minority trade organizations and media outlets are aware of the subcontracting opportunities available to MBE subcontractors.

(k) The Developer will coordinate its bidding activities with the City's Small & Minority Business Resource Office, 999 Broad Street, 1<sup>st</sup> Floor ("**MBE Administrator**").

(l) The Developer shall require every prime contractor to name its MBE subcontractors and the value of the contract to be awarded to each at the time that the prime contractor submits its bid. No substitutions of an MBE subcontractor shall thereafter be made without notice to the City, a demonstration of good cause shown, and receipt of the City's written consent.

(m) The Developer shall submit monthly certified payrolls to OPED demonstrating its compliance with the MBE Ordinance.

(n) The MBE Administrator will make all clarifications and determinations concerning compliance with the MBE Ordinance, and the Developer may appeal such clarifications and determinations to the City's Chief Administrative Officer.

(o) In all other respects, the Developer shall adhere to the principles and practices of the MBE Ordinance and the Official Policies adopted by the City with respect to the administration thereof.

(p) **Local Hiring Compliance.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, which requires that the Developer agrees to pursue in connection with the construction of the Project pursuant to the following provisions:

(q) The developer agrees and warrants that during the development of this Project pursuant to the terms of this agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project meets the minimum requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement.

(r) The developer shall include the language set forth above in section (a) in every trades subcontract to the Project. The developer shall post in conspicuous places, available to employees and applicants for employment, notices encouraging local residents and ex-felons to apply. The developer will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the developer's commitments under this division and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(s) The developer will provide the office of contract compliance

established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the developer as relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(t) Prior to seeking a building permit for the Project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

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

**18. Cessation of Operations.** Upon the Developer's ceasing construction of the Project for a period of six (6) months or longer or commercial operation of any Project Component for six (6) months or longer, the City shall give notice to the Developer and if the Developer does not sufficiently explain and verify, with applicable

documentation within thirty (30) days after delivery of such notice, why it believes that it has not stopped development of the Project or why it believes that it has not ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the City shall have the right to deem that a Default has occurred and shall terminate this Agreement, whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

In the presence of:

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_  
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport \_\_\_\_\_, 2023

COUNTY OF FAIRFIELD )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
Commission Expires:

**DEVELOPER**

In presence of:

\_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_  
duly authorized

STATE OF )

) ss. \_\_\_\_\_, 2023

COUNTY OF )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, signer and sealer of the foregoing instrument, and  
acknowledged the same to be his/her free act and deed in such capacity and the free  
act and deed of \_\_\_\_\_, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires on:



**SCHEDULE A**

**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

**EXHIBIT 'A'**

Date: 05.31.2023

**Crescent Crossings 1C Real Estate Tax Incentive Payment Schedule**

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
<b><u>(Construction &amp; Lease-Up)</u></b>				
07.01.2023	-	1	-	FY24
01.01.2024	-			
07.01.2024	-	2	-	FY25
01.01.2025	-			
<b><u>(Operations)</u></b>				
07.01.2025	85,000	3	170,000	FY26
01.01.2026	85,000			
07.01.2026	87,550	4	175,100	FY27
01.01.2027	87,550			
07.01.2027	90,177	5	180,353	FY28
01.01.2028	90,177			
07.01.2028	92,882	6	185,764	FY29
01.01.2029	92,882			
07.01.2029	95,668	7	191,336	FY30
01.01.2030	95,668			
07.01.2030	98,538	8	197,077	FY31
01.01.2031	98,538			
07.01.2031	101,494	9	202,989	FY32
01.01.2032	101,494			
07.01.2032	104,539	10	209,079	FY33
01.01.2033	104,539			
07.01.2033	107,675	11	215,351	FY34
01.01.2034	107,675			
07.01.2034	110,906	12	221,811	FY35
01.01.2035	110,906			
07.01.2035	114,233	13	228,466	FY36
01.01.2036	114,233			
07.01.2036	117,660	14	235,320	FY37
01.01.2037	117,660			
07.01.2037	121,190	15	242,379	FY38
01.01.2038	121,190			
07.01.2038	124,825	16	249,651	FY39
01.01.2039	124,825			
07.01.2039	128,570	17	257,140	FY40
01.01.2040	128,570			

<b>TOTAL</b>	<b>3,161,815</b>
--------------	------------------

ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON JULY 1, 2025.

**ATTACHMENT B**

Date: 05.31.2023

**Crescent Crossings 1C Real Estate Tax Incentive Payment Schedule**

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
<b><u>(Construction &amp; Lease-Up)</u></b>				
07.01.2023	-	1	-	FY24
01.01.2024	-			
07.01.2024	-	2	-	FY25
01.01.2025	-			
<b><u>(Operations)</u></b>				
07.01.2025	85,000	3	170,000	FY26
01.01.2026	85,000			
07.01.2026	87,550	4	175,100	FY27
01.01.2027	87,550			
07.01.2027	90,177	5	180,353	FY28
01.01.2028	90,177			
07.01.2028	92,882	6	185,764	FY29
01.01.2029	92,882			
07.01.2029	95,668	7	191,336	FY30
01.01.2030	95,668			
07.01.2030	98,538	8	197,077	FY31
01.01.2031	98,538			
07.01.2031	101,494	9	202,989	FY32
01.01.2032	101,494			
07.01.2032	104,539	10	209,079	FY33
01.01.2033	104,539			
07.01.2033	107,675	11	215,351	FY34
01.01.2034	107,675			
07.01.2034	110,906	12	221,811	FY35
01.01.2035	110,906			
07.01.2035	114,233	13	228,466	FY36
01.01.2036	114,233			
07.01.2036	117,660	14	235,320	FY37
01.01.2037	117,660			
07.01.2037	121,190	15	242,379	FY38
01.01.2038	121,190			
07.01.2038	124,825	16	249,651	FY39
01.01.2039	124,825			
07.01.2039	128,570	17	257,140	FY40
01.01.2040	128,570			

<b>TOTAL</b>	<b>3,161,815</b>
--------------	------------------

**ATTACHMENT C**

**CRESCENT CROSSINGS 1C - FINANCIAL MODEL**

**UNIT MIX, INCOME MIX, RENTAL RATES (Subject to Updates & Adjustments)**

**Unit Mix (Total 85)**

- (11) studio
- (31) one-bedroom
- (40) two-bedroom
- ( 3) three-bedroom

**Income Levels, Unit Types & Size, Stabilized Proforma Monthly Rental Rates**

**\* 17 units (with rental subsidy) restricted to households earning less than 25% of AMI**

\* family incomes range approximately from \$18K (1 person) to \$30K (6 people)

*3 Studio (669 sf)	\$1103 (tenant pays \$380 with subsidy of \$723) = \$1.65/sf
*5 One-Bedroom (726 sf)	\$1307 (tenant pays \$370 with subsidy of \$937) = \$1.80/sf
*8 Two-Bedroom (1043 sf)	\$1614 (tenant pays \$431 with subsidy of \$1183) = \$1.55/sf
*1 Three-Bedroom (1197 sf)	\$2069 (tenant pays \$480 with subsidy of \$1589) = \$1.73/sf

**\* 15 units (with rental subsidy) restricted to households earning less than 50% of AMI**

\* family incomes range approximately from \$36K (1 person) to \$60K (6 people)

*2 Studio (669 sf)	\$1103 (tenant pays \$873 with subsidy of \$230) = \$1.65/sf
*5 One-Bedroom (726 sf)	\$1307 (tenant pays \$898 with subsidy of \$409) = \$1.80/sf
*7 Two-Bedroom (1043 sf)	\$1614 (tenant pays \$1065 with subsidy of \$549) = \$1.55/sf
*1 Three-Bedroom (1197 sf)	\$2069 (tenant pays \$1212 with subsidy of \$857) = \$1.73/sf

**\* 19 units (without rental subsidy) restricted to households earning less than 50% of AMI**

\* family incomes range approximately from \$36K (1 person) to \$60K (6 people)

*1 Studio (669 sf)	\$873	= \$1.30/sf
*9 One-Bedroom (726 sf)	\$898	= \$1.23/sf
*9 Two-Bedroom (1043 sf)	\$1064	= \$1.02/sf

**\* 11 units (without rental subsidy) restricted to households earning less than 60% of AMI**

\* family incomes range approximately from \$47K (1 person) to \$78K (6 people)

*2 Studio (669 sf)	\$1070	= \$1.59/sf
*4 One-Bedroom (726 sf)	\$1109	= \$1.52/sf
*5 Two Bedroom (1043 sf)	\$1318	= \$1.26/sf

**\*23 units (without rental subsidy) targeted to 120% + of AMI**

\*family incomes range approximately from \$87K (1 person) to \$145K (6 people)

*3 Studio (669 sf)	\$1300	= \$1.94/sf
*8 One-Bedroom (726 sf)	\$1500	= \$2.07/sf
*11 Two-Bedroom (1043 sf)	\$1700	= \$1.63/sf
*1 Three-Bedroom (1197 sf)	\$1850	= \$1.55/sf

**ATTACHMENT D**

(OPED\_05.31.2023)

**Crescent Crossings 1C**

**Value of Tax Incentive Payments & Value of Taxes Abated**

<u>Tax Year</u>	<u>Incentive Tax</u>	<u>Full Tax</u>	<u>Difference</u>	<u>% Full</u>	<u>% Abated</u>
FY 26	170,000	261,132	(91,132)	65%	35%
FY 27	175,100	261,132	(86,032)	67%	33%
FY 28	180,353	261,132	(80,779)	69%	31%
FY 29	185,764	261,132	(75,369)	71%	29%
FY 30	191,336	261,132	(69,796)	73%	27%
FY 31	197,077	261,132	(64,056)	75%	25%
FY 32	202,989	261,132	(58,143)	78%	22%
FY 33	209,079	261,132	(52,054)	80%	20%
FY 34	215,351	261,132	(45,781)	82%	18%
FY 35	221,811	261,132	(39,321)	85%	15%
FY 36	228,466	261,132	(32,666)	87%	13%
FY 37	235,320	261,132	(25,812)	90%	10%
FY 38	242,379	261,132	(18,753)	93%	7%
FY 39	249,651	261,132	(11,482)	96%	4%
FY 40	257,140	261,132	(3,992)	98%	2%

<b>Total</b>	<b>3,161,815</b>	<b>3,916,984</b>	<b>(755,168)</b>	<b>81%</b>	<b>19%</b>
--------------	------------------	------------------	------------------	------------	------------

**Building Permit 632,882**

<b>Total w Permit</b>	<b>3,794,698</b>			<b>97%</b>	<b>3%</b>
-----------------------	------------------	--	--	------------	-----------

**CC1C Development Program**

# units	85
Tax/Unit	\$ 2,000
Divisor	50%
Ann Escalator	1.03
Op Years	15
1st Tax Date	07.01.2025

**CC 1A Comp**

# units	93
A.Val '22	6,575,590
Full Tax	285,709
Tax/Unit	3,072

Est. Hard Const Cost	29,427,874
% of HCC Permitted	72%
Permit Fee Divisor	1,000
Permit Fee per \$1000	30
<b>Est Permit Fee</b>	<b>632,882</b>



City of Bridgeport  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

**Comm. #81-22 Ref'd to Joint Committee on ECD&E and Contracts  
on 6/5/2023**

May 31, 2023

City Clerk  
45 Lyon Terrace  
Bridgeport CT 06604

**RE: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement  
Areyto Apartments at 665-679 Arctic Street  
Referral to Joint ECDE & Contracts Committee (by Wednesday, June 14, 2023)**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize an Affordable Housing Tax Incentive Development Agreement for the *Areyto Apartments*, a twenty-unit supportive housing development located at 665-679 Arctic Street.

This item is for referral to the Joint ECDE and Contracts Committee, which we would respectfully request be convened by no later than Wednesday, June 14<sup>th</sup>.

Provided the Committee elects to approve the Resolution, we would request a final vote by the full Council on June 20, 2023.

Truly yours,

***Bill Coleman***

Bill Coleman  
Deputy Director

C: Thomas Gill, Director  
Mark Anastasi, Esq., Associate City Attorney  
Ron Pacacha, Esq., of Counsel to the City Attorney's Office  
Thomas Gaudett, Office Mayor Ganim

RECEIVED  
CITY CLERKS OFFICE  
23 MAY 31 PM 3:59  
ATTEST  
CITY CLERK

**Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement  
For the Areyto Apartments at 665-679 Arctic Street**

**WHEREAS**, the Areyto Apartments is a twenty-unit affordable supportive housing development (the "**Project**") located at 665-679 Arctic Street (the "**Property**");

**WHEREAS**, the Property is majority-owned by the nonprofit entity known as "CASA" or the Chemical Abuse Services Agency, Inc., (the "**Owner**");

**WHEREAS**, the Owner is in an agreement with the Central Connecticut Coast YMCA, acting through its affiliate, Alpha Community Services YMCA, by which the YMCA (the "**Program Manager**") provides property management and resident services to the Property;

**WHEREAS**, in order to support the Owner and the Program Manager in their shared mission to develop and maintain an affordable supportive housing residence for low and moderate income persons (the "**Project**"), the City Council voted on October 2, 2006 to authorize the Director of the Office of Planning and Economic Development ("**OPED**") to execute an Agreement establishing a reduced tax payment schedule for the Property (the "**Original Agreement**");

**WHEREAS**, the Original Agreement established a fifteen-year tax payment schedule that began with the tax payment made on July 1, 2008, and has ended with the tax payment made this past January 1, 2023 for taxes due through June 30, 2023;

**WHEREAS**, the Original Agreement established an annual escalator of 3% relative to the tax payment due each successive year, such that the first annual tax payment made to the City (for fiscal year 2009) amounted to \$13,144, and such that the most recent annual tax payment made to the City (for fiscal year 2023) amounted to approximately \$17,513;

**WHEREAS**, the Owner has requested a fifteen year extension of the Original Agreement, along basically the same terms, so as to support the Project's ongoing fiscal stability so that it may continue to provide quality affordable supportive housing to a vulnerable population;

**WHEREAS**, in response to the Owner's request, OPED has developed a Tax Incentive Development Agreement (the "**Extension Agreement**"), attached hereto as **Attachment A**, which would pick up where the Original Agreement ended as to the annual tax payment amount due, and would continue with the application of the 3% annual tax payment escalator going forward, being the tax payment due on July 1, 2023 to the tax payment due on January 1, 2038, all as more particularly detailed in the document dated 05.31.2023 and entitled "*Areyto Apartments Affordable Housing Tax Incentive Payment Schedule Through January 1, 2038,*" attached hereto as **Attachment B**;

**WHEREAS**, OPED has summarized the value of the tax incentive payments to be made per this Agreement and has summarized the value of the tax abatement to be provided per this Agreement in the document dated 05.31.2023 and entitled, "*Areyto Apartments – Value of Tax Incentive Payments and Value of Taxes Abated,*" attached hereto as **Attachment C**.

**WHEREAS** Sections 8-215 and Section 8-216 of the Connecticut General Statutes (the "**Statutes**") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting



through its Department of Housing (the “State”) to provide for the State’s reimbursement, at the State’s discretion, to the municipality of such taxes abated for this purpose;

**WHEREAS** the Statutes provide that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing;

**WHEREAS**, consistent with the purposes of the Statutes, and acting under the City’s *Affordable Housing Tax Incentive Development Program, Ch 3.24 of the Municipal Code* and pursuant to *Ch. 3.24.040.F of the Municipal Code*, which explicitly provides for the Council’s full review and vote on such matters, the City Council may authorize the extension of the Original Agreement for this Project; and

**WHEREAS**, the City Council finds it to be in the City’s best interest to support the ongoing financial stability of the Project and to provide an affordable housing tax abatement for the continued provision of safe, affordable, supportive housing units at the Property;

**NOW THEREFORE, BE IT RESOLVED** that the above recitals are hereby incorporated into the body of this resolution, that the Extension Agreement is hereby approved in substantially the form attached hereto, and that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to execute such other documents and take such other necessary actions that may be necessary in furtherance of the Agreement and consistent with this resolution and in the best interests of the City.

**ATTACHMENT A**

**TAX INCENTIVE DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF BRIDGEPORT ("CITY")**

**AND**

**CHEMICAL ABUSE SERVICES AGENCY, INC. ("DEVELOPER")**

**RE: Areyto Apartments, 665-679 Arctic Street, Bridgeport, CT**

**WHEREAS**, the Developer owns certain real property located at 665-679 Arctic Street, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**"), the site of an existing 20-unit supportive housing facility for low- and moderate-income residents (the "**Project**") on the Property; and

**WHEREAS**, the City Council previously approved a 15-year tax incentive development agreement to Chemical Abuse Services Agency, Inc. (the "**Developer**") on October 2, 2006 pursuant to the provisions of Ch. 3.24 of the Municipal Code of Ordinances providing for a reduced tax payment schedule for the Property (the "**Original Agreement**"); and

**WHEREAS**, the Developer has submitted an application for continued tax relief in accordance with Municipal Code Chapter 3.24 ("**Affordable Housing Tax Incentive Development Ordinance**") that allows for assistance to reduce rents below the levels which would be achieved in the absence of such abatement, to effect occupancy of such housing by persons and families of varying income levels, and to provide necessary related facilities or services in such housing in accordance with Chapter 8-215 and Chapter 8-216, Connecticut General Statutes (the "**Objectives**"); and

**WHEREAS**, the Developer will continue to own and operate the Project which would ordinarily be subject to real and personal property taxes ("**Taxes**"); and

**WHEREAS**, the Office of Planning and Economic Development ("**OPED**") has

reviewed the proposed request for continuation of tax relief for the Project in light of the Affordable Housing Tax Incentive Development Ordinance and the official policies and procedures and has determined that the Project is an eligible project and that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the continuation of the Project economically infeasible; and

**WHEREAS**, the Developer's Project on the Property continues to be beneficial to the City because it provides for the continuation of needed affordable supportive housing in the Bridgeport area; and

**WHEREAS**, OPED has determined that the Project is entitled to continue a tax incentive that will permit the Taxes to be partially abated during the next 15-year extension of the Project (the "**Term**") pursuant to this Agreement (the "**Extension Agreement**") commencing on July 1, 2023 and expiring on June 30, 2038 (the "**Term**") in the amounts and on the dates set forth in **Exhibit A** attached hereto and made a part hereof (the "**Tax Incentive**") and

**WHEREAS**, the Developer has agreed that the amount of such Tax Incentive will be used in the Project to achieve the Objectives; and

**WHEREAS**, the Developer has emphasized its willingness and commitment to continue the Project, conditioned upon the execution of an appropriately structured tax incentive agreement ("**Tax Incentive Agreement**") with the City authorized by the Housing Tax Incentive Development Ordinance; and

**WHEREAS**, OPED has reviewed the Developer's application for a Tax Incentive Agreement and has determined that the Project meets all of the requirements and economic tests of the Ordinance; and

**WHEREAS**, the scheduled Tax Incentive Payments shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

[NOTE: Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Affordable Housing Tax Incentive Development Ordinance or in the Connecticut General Statutes cited herein.]

**NOW, THEREFORE**, the City and the Developer agree as follows:

The recitals set forth above are incorporated in and made part of this Extension Agreement.

1. **Tax Incentive Schedule; Commencement Date; Installments.** The Developer and the City hereby enter into this Extension Agreement for the Development Property permitting the establishment of Taxes during the Term, as follows:

(a) Next Fifteen (15) Years of Project Operation. Commencing on July 1, 2023, the Taxes due on the Property for the next fifteen (15) years of operation ("**Operating Period Tax Abatement**") shall be equal to the annual amounts set forth on **Exhibit A** attached hereto, a year being the 12-month period starting on July 1 of one year and ending of June 30 of the following year ("**Year**").

(b) Annual Escalator. Beginning in the second Year of the Operating Period Tax Abatement until the end of the Term, the Taxes due shall increase 3.0% (three percent) per Year above the Taxes in effect for the prior Year.

The Taxes due pursuant to paragraphs (a) and (b) above shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable Taxes on the Property and the Project. The Term shall commence on the day that a fully-executed original of this Agreement is delivered to the Developer (the "**Commencement Date**") and shall be paid in two (2) semi-annual installments during a Year on July 1 and on January 1 of the following year (each an "**Installment**") of the following year. If the first Installment falls on a day after July 1 or after January 1, as applicable, the Developer shall pay a proportionate amount of such Installment based on the number of days remaining until the next scheduled Installment becomes due (a "**Partial Installment**").

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on Exhibit A, and shall be subject to the City's right to enjoy and exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Tax Incentive Agreement that the Developer shall pay in a timely manner all Taxes that become due on the Property between the Commencement Date and the due date of the first Installment hereunder.

3. **Late Payment of Installments; Interest.** Upon commencement of the first Installment due, if any Installment is paid more than thirty (30) days after it became due (a "**Delinquency**"), said Installment shall bear interest at the statutory rate, currently 18% per annum, until paid without any notice or demand being required.

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently paid such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; or (c) violated any other material obligations on its part to be performed hereunder and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (c) above, the City shall give the Developer thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were made.

5. **No Waiver.** Any forbearance or delay by the City in enforcing this Tax Incentive Agreement or in exercising any right or remedy hereunder at law or in equity shall not constitute a waiver of a Default nor shall it preclude the City from exercising any such right or pursuit of said remedy in the future.

6. **WPCA Fees; DSSD Taxes.** This Tax Incentive Agreement and the Taxes to be paid are separate and distinct from any Water Pollution Control Authority user charges and Downtown Special Services District impositions that the Developer may be obligated to pay.

7. **Binding Effect.** This Tax Incentive Agreement shall be binding upon the

City and the Developer, and their respective successors and permitted assigns, and shall be recorded in the Bridgeport Land Records in order to be effective.

8. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto.

9. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier service addressed to the receiving party at its address specified below:

All notices to the City:      Director  
   Office of Planning and Economic Development  
   Margaret E. Morton Government Center  
   999 Broad Street, 2<sup>nd</sup> Floor  
   Bridgeport, CT 06604

with a copy to                      City Attorney  
   Office of the City Attorney  
   Margaret E. Morton Government Center  
   999 Broad Street, 2<sup>nd</sup> Floor  
   Bridgeport, CT 06604

All notices to Developer:

with a copy to:

10. **Payment Procedure.** The Developer shall make all Installments payable to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, and shall submit each Installment with a notation to the Tax Collector that said payment is being made in accordance with this "**Areyto Apartments Tax Incentive Agreement**". The Developer will receive tax bills on a regular basis based upon the Property's

assessed value, however, in order to take advantage of the rights and privileges offered by this Tax Incentive Agreement, the Developer must strictly comply with the payment procedure described above.

11. **Applicable Law; Resolution of Disputes.** This Tax Incentive Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the courts located in Fairfield County, Connecticut for the resolution of all disputes that may arise hereunder.

12. **Entire Agreement.** This Tax Incentive Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein.

13. **Transfers.** This Tax Incentive Agreement is transferable upon the sale of the Property or the sale or transfer of a controlling interest in the Developer (collectively, "**Transfer of Control**") under certain conditions set forth in the Tax Incentive Ordinance, as follows:

(a) Prior to a Transfer of Control, the then-current owner of the Property, including those who acquire a controlling interest in the then-current owner of the Property ("**Transferee**"), shall be required to give prior written notice to the City of the intent to make a Transfer of Control including a transfer of all of the original applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");

(b) Each Transferee shall demonstrate its ability to carry out the Obligations; and

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document shall be recorded on the Bridgeport Land Records.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, that is, to an entity that is

controlled by under common control of the Developer ("**Affiliate**") for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved in advance by the City shall not constitute a Default under this Agreement.

14. **No Discrimination.** Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

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

16. **Cessation of Operations.** Upon the Developer's ceasing construction of



the Project for a period of six (6) months or longer or commercial operation of any Project Component for six (6) months or longer, the City shall give notice to the Developer and if the Developer does not sufficiently explain and verify, with applicable documentation within thirty (30) days after delivery of such notice, why it believes that it has not stopped development of the Project or why it believes that it has not ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the City shall have the right to deem that a Default has occurred and shall terminate this Agreement, whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

In the presence of:

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_  
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport \_\_\_\_\_, 2023

COUNTY OF FAIRFIELD )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
Commission Expires:

**DEVELOPER**

In presence of:

\_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_  
duly authorized

STATE OF )

) ss.

\_\_\_\_\_, 2023

COUNTY OF )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, signer and sealer of the foregoing instrument, and  
acknowledged the same to be his/her free act and deed in such capacity and the free  
act and deed of \_\_\_\_\_, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires on:

**SCHEDULE A**

**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

**EXHIBIT A**

**Schedule of Installments**

**Installments**

ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON JULY 1, 2023.

**EXHIBIT A**

05.31.2023

**Areyto Apartments - Affordable Housing Tax Incentive Payment Schedule Thru January 1, 2038**

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
07.01.2023	9,019.35	1	18,038.70	FY24
01.01.2024	9,019.35			
07.01.2024	9,289.93	2	18,579.86	FY25
01.01.2025	9,289.93			
07.01.2025	9,568.63	3	19,137.26	FY26
01.01.2026	9,568.63			
07.01.2026	9,855.69	4	19,711.37	FY27
01.01.2027	9,855.69			
07.01.2027	10,151.36	5	20,302.71	FY28
01.01.2028	10,151.36			
07.01.2028	10,455.90	6	20,911.80	FY29
01.01.2029	10,455.90			
07.01.2029	10,769.57	7	21,539.15	FY30
01.01.2030	10,769.57			
07.01.2030	11,092.66	8	22,185.32	FY31
01.01.2031	11,092.66			
07.01.2031	11,425.44	9	22,850.88	FY32
01.01.2032	11,425.44			
07.01.2032	11,768.21	10	23,536.41	FY33
01.01.2033	11,768.21			
07.01.2033	12,121.25	11	24,242.50	FY34
01.01.2034	12,121.25			
07.01.2034	12,484.89	12	24,969.78	FY35
01.01.2035	12,484.89			
07.01.2035	12,859.44	13	25,718.87	FY36
01.01.2036	12,859.44			
07.01.2036	13,245.22	14	26,490.44	FY37
01.01.2037	13,245.22			
07.01.2037	13,642.58	15	27,285.15	FY38
01.01.2038	13,642.58			

<b>TOTAL</b>	<b>335,500</b>
--------------	----------------

Last PMT 01.01.2023	17513.3
Ann Escalator	1.03
Divisor	0.5

OPED 05.31.2023

**ATTACHMENT B** 05.31.2023

**Areyto Apartments - Affordable Housing Tax Incentive Payment Schedule Thru January 1, 2038**

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
07.01.2023	9,019.35	1	18,038.70	FY24
01.01.2024	9,019.35			
07.01.2024	9,289.93	2	18,579.86	FY25
01.01.2025	9,289.93			
07.01.2025	9,568.63	3	19,137.26	FY26
01.01.2026	9,568.63			
07.01.2026	9,855.69	4	19,711.37	FY27
01.01.2027	9,855.69			
07.01.2027	10,151.36	5	20,302.71	FY28
01.01.2028	10,151.36			
07.01.2028	10,455.90	6	20,911.80	FY29
01.01.2029	10,455.90			
07.01.2029	10,769.57	7	21,539.15	FY30
01.01.2030	10,769.57			
07.01.2030	11,092.66	8	22,185.32	FY31
01.01.2031	11,092.66			
07.01.2031	11,425.44	9	22,850.88	FY32
01.01.2032	11,425.44			
07.01.2032	11,768.21	10	23,536.41	FY33
01.01.2033	11,768.21			
07.01.2033	12,121.25	11	24,242.50	FY34
01.01.2034	12,121.25			
07.01.2034	12,484.89	12	24,969.78	FY35
01.01.2035	12,484.89			
07.01.2035	12,859.44	13	25,718.87	FY36
01.01.2036	12,859.44			
07.01.2036	13,245.22	14	26,490.44	FY37
01.01.2037	13,245.22			
07.01.2037	13,642.58	15	27,285.15	FY38
01.01.2038	13,642.58			

<b>TOTAL</b>	<b>335,500</b>
--------------	----------------

Last PMT 01.01.2023	17513.3
Ann Escalator	1.03
Divisor	0.5

OPED 05.31.2023

**ATTACHMENT C**

(OPED\_05.31.2023)

**Areyto Apartments**

**Value of Tax Incentive Payments & Value of Taxes Abated**

<u>Tax Year</u>	<u>Incentive Tax</u>	<u>Full Tax</u>	<u>Difference</u>	<u>% Full</u>	<u>% Abated</u>
FY 26	18,039	80,756	(62,717)	22%	78%
FY 27	18,580	80,756	(62,176)	23%	77%
FY 28	19,137	80,756	(61,618)	24%	76%
FY 29	19,711	80,756	(61,044)	24%	76%
FY 30	20,303	80,756	(60,453)	25%	75%
FY 31	20,912	80,756	(59,844)	26%	74%
FY 32	21,539	80,756	(59,217)	27%	73%
FY 33	22,185	80,756	(58,570)	27%	73%
FY 34	22,851	80,756	(57,905)	28%	72%
FY 35	23,536	80,756	(57,219)	29%	71%
FY 36	24,243	80,756	(56,513)	30%	70%
FY 37	24,970	80,756	(55,786)	31%	69%
FY 38	25,719	80,756	(55,037)	32%	68%
FY 39	26,490	80,756	(54,265)	33%	67%
FY 40	27,285	80,756	(53,471)	34%	66%
<b>Total</b>	<b>335,500</b>	<b>1,211,336</b>	<b>(875,836)</b>	<b>28%</b>	<b>72%</b>

<u>Areyto Actuals</u>	
# units	20
A.Val '22	1,858,590
Full Tax	80,756
Tax/Unit	4,038



Item# \*65-22 Consent Calendar

Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 – Sexually Oriented Business Ordinance.



**Report**  
of  
**Committee**  
on  
**Ordinance**

City Council Meeting Date: June 5, 2023

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

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

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

Please Note: Mayor did not sign Report.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

*To the City Council of the City of Bridgeport.*

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

**Item No. \*65-22 Consent Calendar**

### RESOLUTION

#### *AMENDMENT TO CHAPTER 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE*

**WHEREAS**, Bridgeport Code of Ordinances Chapter 8.81 currently lacks in the Definition Section certain terms that are needed to better define the type of facilities to be regulated under this chapter; and

**WHEREAS**, the Definition Section does not clearly define the meaning of Specified Anatomical Area and Specified Sexual Activities; and

**WHEREAS**, the Application Section does not properly account for who is to provide a photograph, driver's license and social security card, or Federal Employer Identification number, in the event the applicant is an entity; and

**WHERE**, the Licensing Procedure Section automatically granted a license to the applicant if an approval of the application was not issued with 45 days of the application which is an unreasonable time frame and a similar provision is provided in the Expiration and Renewal Section; and

**WHEREAS**, it is in the best interest of the City that Chapter 3.08.070 be amended to rectify these sections.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances **Chapter 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE** is hereby amended and restated as provided in **Schedule A** attached hereto and made a part hereof.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-2-

### Chapter 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE

#### 8.81.010 - Short title.

This chapter shall be known and may be cited as the "Bridgeport sexually orientated business ordinance."

(Ord. dated 10/1/12)

#### 8.81.020 - Purpose of chapter.

The city of Bridgeport city council finds:

1. The city contains commercial premises, commercial structures, or parts thereof, which by reason of design and their intended use are conducive to the spread of dangerous communicable disease to the public. Standards for such places must be established to protect the public by eliminating the possibility of infection or contagious disease. The commercial premises, structures, or parts thereof, which expose persons to the risk of infection are necessarily subject to regulation and minimal standards in order to prevent the spread of disease, and to protect the public's health, safety and welfare.

The operation of sexually oriented businesses in the city requires special regulation and supervision by the city to protect, preserve and promote the health, safety and welfare of the patrons of such businesses, as well as the health, safety and welfare of the city's residents. Further, protecting order and morality, preserving the character and preventing the deterioration of the city's neighborhoods, promoting retail trade, maintaining property values, and ensuring sanitary and safe public places are desirable objectives of the community and its leaders.

2. Statistics and studies performed by a substantial number of cities in the United States indicate that:
  - a. Large numbers of persons, primarily male, frequent such sexually oriented businesses, especially those which provide closed booths, cubicles, studios and rooms for the private viewing of so-called "adult" motion pictures, videotapes or live entertainment.
  - b. Such closed booths, cubicles, studios and rooms have been used by patrons, clients or customers of such sexually oriented businesses for the purpose of engaging in specified sexual activities.
  - c. Male and female prostitutes have been known to frequent such businesses in order to provide sex for hire to the patrons, clients or customers of such businesses within such booths, cubicles, studios and rooms.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-3-

- d. Doors, curtains, blinds and other closures installed in or on the entrances and exits of such booths, cubicles, studios and rooms which are closed while such booths, cubicles, studios and rooms are in use encourage patrons using such booths, cubicles, studios and rooms to engage in specified sexual activities therein with prostitutes, other persons or by themselves, thereby promoting and encouraging prostitution and the commission of specified sexual activities which cause blood, semen, urine or other bodily secretion to be deposited on the floors and walls of such booths, cubicles, studios and rooms, which deposits could prove detrimental to the health and safety of other persons who may come into contact with such deposits.

**[e. Booths, stalls, partitioned portions of a room or individual rooms used for viewing motion pictures or other forms of entertainment shall have not have doors, curtains or portal partitions. All such places shall have at least one side open to an adjacent public room so that the area inside is visible to persons in that room. All such described areas shall be lighted in such a manner that the persons in the areas used for viewing motion pictures or other forms of entertainment are visible from the adjacent public room. However, such lighting shall not be so intense that it prevents the viewing of motion picture or other offered entertainment.]**

**[f] e.** Specified sexual activities often occur at sexually oriented businesses that have not obtained a license. Specified sexual activities include sexual physical contact between employees and patrons of sexually oriented businesses and specifically include manual or oral touching or fondling of specified anatomical areas, whether clothed or unclothed. Such casual sexual physical contact between strangers may result in the transmission of communicable diseases, which would be detrimental to the health of the patrons and employees of such sexually oriented businesses.

**[g] f.** The unregulated operation of sexually oriented businesses, including off-site sexually oriented businesses like adult bookstores, adult video stores and adult novelty stores, is associated with an increase in the incidence of sex-related crimes and other crimes and also has a disruptive effect on the surrounding neighborhood by causing excessive noise, parking problems, the presence of discarded sexually oriented material on residential lawns, and the performance of sexual acts in public places, as well as causing a deleterious effect on surrounding businesses and decrease in the value of surrounding property.

**[h] g.** The reasonable licensing of such sexually oriented businesses tends to discourage prostitution, other sex-related crimes, anonymous and high-risk sexual contact and unsanitary sexual activity, excessive noise and reduction in property values, thereby decreasing the incidences of communicable diseases and sex-related crimes, all thereby promoting and protecting the health, safety and welfare of the employees and the members of the public who patronize such businesses and protecting the health, safety and property interests of this city and its residents.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-4-

[i] h. This ordinance is intended to require sexually oriented businesses to obtain a license to protect the public and is intended to complement but not conflict with adult entertainment zoning regulations adopted by the planning and zoning commission which became effective July 4, 2011. Zoning regulations alone do not adequately protect the public health, safety and welfare and thus certain requirements are necessary with respect to ownership, employees, facility, operation, advertising, hours of business and other aspects of the sexually oriented business that relate to public health, safety and welfare.

3. The continued unlicensed operation of such sexually oriented businesses is and would be detrimental to the health, safety and general welfare of the residents of the city.
4. The constitution and laws of the state grant to the city [**of Bridgeport**] powers, especially the police power and Connecticut General Statutes Section 7-148(c)(7)(H), to enact reasonable legislation and measures to regulate and supervise sexually oriented businesses in order to protect the public health, safety and general welfare and as such necessitates regulation and control.
5. It is the purpose and intent of the city council, in enacting this ordinance, to require sexually oriented businesses to obtain licenses. These licenses are intended to promote the health, safety and general welfare of the residents of the city and to establish reasonable and uniform requirements for such businesses in order to: reduce or eliminate the adverse secondary effects of such sexually oriented businesses; protect residents from increased crime; preserve the quality of life; preserve the property values and the character of surrounding neighborhoods and businesses; deter the spread of blight; and protect against the threat to public health from the spread of communicable and social diseases.
6. It is not the intent of the council, in enacting this ordinance, to deny to any person rights to speech protected by the United States or state constitutions, nor is it the intent of the council to impose any additional limitations or restrictions on the content of any communicative materials including sexually oriented films, videotapes, books or other materials. Further, by enacting this article, the council does not intend to deny or restrict the constitutionally protected rights of any adult to obtain or view any sexually oriented materials under the United States or state constitutions, nor does it intend to restrict or deny any constitutionally protected rights that distributors or exhibitors of such sexually oriented materials may have to sell, distribute or exhibit such materials.

(Ord. dated 10/1/12)



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-5-

#### 8.81.030 - Definitions.

For the purposes of this chapter, the following terms shall have the following meanings:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Adult arcade" means any establishment where one or more still or motion picture projectors, slide projectors or similar machines, or other image producing machines, for viewing by five or fewer persons each, are regularly used to show films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specified anatomical areas or specified sexual activities.

**"Adult bookstore" means an establishment having a substantial or significant portion of its stock and trade in books, films, video cassettes or magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas and in conjunction therewith has facilities for the presentation of adult entertainment and including adult-oriented films, movies or live entertainment, for observation by patrons therein.**

**"Adult Cabaret" means a nightclub, bar, restaurant, café, internet café, supper club, lounge, or similar establishment in which specified anatomical areas are exposed.**

**"Adult entertainment" means any exhibition of any adult-oriented motion pictures, live performance, display or dance of any type, which has as a significant or substantial portion of such performance any actual or simulated performance of specified sexual activities or exhibition and viewing of specified anatomical areas.**

"Adult minimotion picture theater" means any enclosed building with a capacity of fifty (50) or less persons regularly used for showing films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specified anatomical areas or specified sexual activities, for observation by patrons therein.

"Adult novelties" means: (a) instruments, devices, toys or paraphernalia that are designed for or marketed primarily for stimulating human genital organs, sexual arousal or sadomasochistic use; (b) instruments, devices, gag gifts, toys or paraphernalia that depict, display or are shaped in the form of specified anatomical areas; and (c) oils, lotions, gels or creams that are designed for or marketed primarily for use upon specified anatomical areas and intended for stimulating human genital organs, sexual arousal or as an aid to enhance or promote specified sexual activities.

"Employee" means any and all persons who work in or at or render any services directly related to the operation of a sexually oriented business.

"Entertainer" means any person who provides adult entertainment within a sexually oriented business, whether or not a fee is charged or accepted for such entertainment.

"Escort" means any person who, for any form of consideration, **agrees or offers to act as a social companion, guide or date for another person, or who** agrees or offers to privately model lingerie or to privately perform a striptease for another person.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-6-

"Escort agency" means any person or business that furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

**"Excusable delay" means a delay by the city in fulfilling any of its obligations, or the city is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, public health emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent its ability to perform its obligations under this chapter.**

"Inspector" means the chief of police, fire marshal, chief building official, health [director] and social services **director**, zoning enforcement officer, their agent or representative, or any city or state employee designated to make inspections for public safety, fire code, building code, public health, zoning purposes, violations of this article, or for violations of other laws and ordinances of this city or state.

"Licensed premises" means any premises that requires a sexually oriented business license pursuant to this chapter, including any buildings, parking areas and all other portions of the property of which the licensee has control.

"Licensee" means any person in whose name a license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on an application for a license.

"Live adult entertainment" means any live performance by a person who appears to expose any specified anatomical areas or any live performance that is characterized by the exposure of specified anatomical areas.

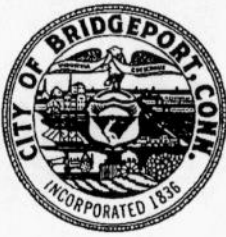
"Massage establishment" as defined in Section 5.12.030.

**["Masseur" means any person who, for any form of consideration, performs massage activities as described in the previous definition of this section]**

"Minor" means any person under the age of eighteen (18) years.

"Operator" means any person operating, owning, managing, conducting or maintaining a sexually oriented business.

"Sexual activities" is not intended to include any medical publications or films or bona fide educational publication or films, nor does it include any art or photography publications that devote at least twenty-five (25) percent of the lineage of each issue to articles and advertisements dealing with subjects of art or photography. Nor does this definition apply to any news periodical that reports or describes current events and which, from time to time, publishes photographs of nude or seminude persons in connection with the dissemination of the news. Nor does this definition apply to publications or films that describe and report different cultures and which, from time to time, publish or show photographs or depictions of nude or seminude persons when describing cultures in which nudity or semi nudity is indigenous to the population.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-7-

"Sexual encounter establishment" means a business or commercial establishment that, for any form of consideration, offers a place where two or more persons may congregate, associate or consort for the purpose of specified sexual activities or the exposure of specified anatomical areas. A sexual encounter establishment shall not include an establishment where a state-licensed medical practitioner, psychologist, psychiatrist, or similar professional person engages in medically approved and recognized sexual therapy.

"Sexually oriented business" means:

1. An adult arcade, adult **[oriented] bookstore, adult novelties** store, adult cabaret, adult minimotion picture theater, escort agency, massage establishment or sexual encounter establishment; **or**
2. Any premises to which the public, patrons, or members are invited or admitted and wherein an entertainer provides adult entertainment, or which premises are so physically arranged as to provide booths, cubicles, studios, rooms, compartments or stalls separate from the common areas of the premises for the purpose of viewing adult-oriented motion pictures or wherein an entertainer provides adult entertainment, when such adult entertainment is held, conducted, operated or maintained for profit, direct or indirect; or
3. Any studio or any premises that are physically arranged and used as such, whether advertised or represented as an adult entertainment studio, rap studio, exotic dance studio, encounter studio, sensitivity studio, modeling studio or any other term of like import~~[-];~~ **or**
4. Any exhibition of any adult-oriented motion picture, live performance, display or dance of any type that has as a significant or substantial portion of such performance any performance of specified sexual activities or exhibition and viewing of specified anatomical areas, removal of articles of clothing or appearing unclothed, pantomime, modeling, or any other personal services offered customers, when such adult entertainment is held, conducted, operated or maintained for profit, direct or indirect; **[and] or**
5. Any amusement machine that is regularly used for presenting material that is characterized by the depiction or description of specified anatomical areas or specified sexual activities, for observation by patrons thereof.

"Specified anatomical area" means **[human genitals, pubic region and anus.] less than completely and opaquely covered human genitals, pubic region, buttocks and female breasts below a point immediately above the top of the areola. In addition, it includes human male genitals in a discernibly turgid state, even if completely opaquely covered.**

"Specified sexual activities" means sex acts, normal or perverted, including intercourse, oral copulation, or sodomy; masturbation; **fondling or erotic touching of human genitals, pubic region, buttocks or female breasts;** or excretory functions as part of or in connection with any of the activities set forth in this definition.

(Ord. dated 10/1/12)





# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*65-22 Consent Calendar

-8-

### 8.81.040 - License.

- A. Pursuant to Connecticut General Statutes Section 7-148(c)(7)(H), licenses shall be required for:
1. Commercial buildings, structures, premises or portion thereof, or facilities therein, which are so constructed, used or operated to facilitate sexual activities, or designed or used to promote high-risk sexual conduct.
  2. **The operation of a sexually oriented business without first obtaining a license to operate from the city.**
  - 3] 2. Each sexually oriented business located at a fixed and certain place. Any person who desires to operate more than one sexually oriented business must have a license for each such business.
- B. It shall be a violation of this chapter for any owner, operator, entertainer or employee to knowingly work in or about, or to knowingly perform any service directly related to, the operation of any unlicensed sexually oriented business.
- C. Each license shall be specific to a licensee and to a location and may not be sold, assigned or transferred to any other person or location in any way, including, but not limited to:
1. The sale, lease or sublease of the business; **or**
  2. The transfer of shares, securities or interests that constitute a controlling interest in the business, whether by sale, exchange or similar means; or
  3. The establishment of a trust, gift or other similar legal device that transfers ownership or control of the business, except for a transfer by bequest or other operation of law upon the death of the licensee or a person possessing the ownership or control of the licensee.

(Ord. dated 10/1/12)

### 8.81.041 - Application.

- A. The operator of each sexually oriented business shall submit an application to the town clerk together with an application fee as listed in this chapter prior to the commencement of business **[or within sixty (60) days of the effective date of the ordinance from which this chapter is derived for any establishment already open for business]**. The town clerk shall date stamp the application and shall promptly deliver the application to health and social services. The application shall be made upon a form prepared by and available from health and social services.
- B. The application shall be signed and filed by a person having direct control or management of the existing or proposed sexually oriented business. In instances where the applicant is a partnership, limited liability company or corporation, the application shall be signed and filed by a duly authorized partner, member, manager, officer, director, or majority shareholder of such entity, as the case may be. The application shall be sworn to be true and correct by the applicant.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-9-

C. The applicant for a license shall furnish the following information:

1. Name and business and residence address of the applicant, owner, operator, manager and any other person having direct control or management of the sexually oriented business, including all fictitious names. If the applicant is a partnership, the names of all general partners. If the applicant is a limited liability company, the names of all members and managers of such company. If the applicant is a corporation, the names of all officers, directors and shareholders holding a ten percent or greater interest in the total number of shares of such corporation; **and**
2. Name and business and residence address of each individual named in subsection C.1. of this section; **and**
3. Name and address of all employees and any other persons directly involved in the operation of the sexually oriented business, including all fictitious names; **and**
4. Written proof that the applicant is at least eighteen (18) years of age; **and**
- [5. A recent photograph of the applicant;]5. A recent photograph of the applicant. In instances where the applicant is a partnership, limited liability company or corporation, a recent photograph of a duly authorized partner, member, manager, officer, director, or majority shareholder of such entity, as the case may be; and**
6. The applicant's driver's license number and Social Security number or Federal Employer Identification number; **In instances where the applicant is a partnership, limited liability company or corporation, a recent photograph of a duly authorized partner, member, manager, officer, director, or majority shareholder of such entity, as the case may be; and**
7. If the applicant is:
  - a. A partnership, the application shall be accompanied by the partnership agreement, if any[;]‡;
  - b. A limited partnership, the application shall specify the name of the partnership, the date and state of the filing of its certificate of limited partnership, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of the partnership agreement, if any, and by evidence that such partnership is in good standing under the laws of the state[;]‡;
  - c. A limited liability company, the application shall specify the name of the company, the date and state of the filing of its articles of organization, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of the operating agreement, if any, and by evidence that such company is in good standing under the laws of the state[;]‡;
  - d. A corporation, the application shall specify the name of the corporation, the date and state of incorporation, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of its bylaws, if any, and by evidence that such corporation is in good standing under the laws of the state[;] ‡;
  - e. Operating under a fictitious name, the application shall be accompanied by a copy of the applicant's recorded trade name certificate; **and**



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-10-

8. The applicant's sexually oriented business license and land use permit history, which shall include, but not be limited to, whether such person is currently licensed or has previously operated in this or another municipality or state under license; the names and locations of such businesses; whether the applicant has had such license suspended or revoked; the dates of and reasons for such suspension or revocation; and the business entity or trade name under which the applicant operated that was subject to the suspension or revocation. Such history shall include any entity of which the applicant was a partner, member, officer, director or shareholder; **and**
  9. Any criminal convictions of the applicant, operator, employees and other persons directly involved in the management or control of the sexually oriented business, to any crime involving moral turpitude, prostitution, obscenity or other sex-related crimes in any jurisdiction within three years of the date of the filing of the application. Such crimes include, but are not limited to, obscenity, child pornography, prostitution, patronizing a prostitute, promoting or permitting prostitution and sexual assault, in the state, being Connecticut General Statutes Sections 53a-194, 53a-196, 53a-196a, and 53a-196b (obscenity); Connecticut General Statutes Sections 53a-196c and 53a-196d (child pornography); Connecticut General Statutes Sections 53a-82, 53a-83 and 53a-83a (prostitution, patronizing a prostitute, and patronizing a prostitute from a motor vehicle); Connecticut General Statutes Sections 53a-86, 53a-87, 53a-88 and 53a-89 (promoting or permitting prostitution); and Connecticut General Statutes Sections 53a-70, 53a-70a, 53a-70b, 53a-71, 53a-72a, 53a-72b and 53a-73a (sexual assault); **and**
  10. The location of the sexually oriented business to be operated by the applicant, including the street address, legal description of the property, and telephone number, if any; **and**
  11. The exact nature of the entertainment to be conducted at the sexually oriented business; **and**
  12. A sketch or diagram showing the configuration of the premises drawn to a designated scale and with marked dimensions of the interior of the premises, including a statement of total floor space occupied by the business. Such sketch or diagram shall include, without limitation, all doors, windows, bars, stages, manager's stations, restrooms, dressing rooms, booths, cubicles, rooms, studios, compartments, stalls, overhead lighting fixtures and any areas where patrons are not permitted; and
  13. A statement by the applicant that the applicant is familiar with the provisions of this chapter, is in compliance with them, and consents to the authority of the city in licensing the proposed sexually oriented business.
- [D. **Health**] **D. The health and social services** director shall have the right to request additional information and documentation of the applicant and the proposed business to support or clarify any information previously provided.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-11-

- E. If a license to operate a sexually oriented business is granted, the information furnished in the application, including employee information, shall be updated within thirty (30) days of any material changes. Such update shall be filed at the office of the town clerk, who shall promptly forward such update to the health and social services director.

(Ord. dated 10/1/12)

#### **8.81.042 - Licensing procedure.**

- A. The chief of police and the health and social services director shall be responsible for investigating, granting, denying, renewing, suspending and revoking all sexually oriented business applications and licenses pursuant to this chapter. Upon receipt of a properly completed application with all required attachments, the chief of police and the health and social services director shall immediately forward copies of such application to the following city officials for their investigation:
1. The chief of police shall investigate the criminal convictions, qualifications and suitability of the applicant to be licensed and shall inspect the premises for compliance with all laws and regulations.
  2. The fire marshal shall investigate the compliance of the proposed premises with all applicable fire codes and laws.
  3. The chief building official shall investigate the compliance of the proposed premises with all applicable building codes and laws.
  - [4. Health] 4. The health and social services** director shall investigate the compliance of the proposed premises with all applicable public health codes and laws.
  5. The zoning enforcement officer shall investigate the compliance of the proposed premises with all applicable zoning regulations and laws.
- B. Within thirty (30) days of the date the application was filed, all such investigations to be performed pursuant to subsection A. of this section shall be completed. At the conclusion of each investigation, each city official shall indicate on the photocopy of the application his approval or disapproval of the application, state the reasons for any disapproval, date it, sign it, and return it immediately to the chief of police and the health and social services director. The chief of police and the health and social services director may request a follow-up report from the fire marshal, chief building official or zoning enforcement officer and shall disapprove an application if they find that the proposed sexually oriented business will be in violation of any provision of any state statute, state code, city ordinance or regulation.
- C. Within ~~forty-five (45)]~~ ninety (90) days of the date the application was filed, the chief of police and the health and social services director shall render a decision approving or denying such application and shall file such decision with the town clerk and mail such decision to the applicant by certified mail, return receipt requested. If the application is denied, they shall state in writing the reasons for such denial. All copies of the investigations performed pursuant to subsection B. of this section shall be attached to the decision.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

**Item No.** \*65-22 Consent Calendar

-12-

- D. The chief of police and the health and social services director shall issue to the applicant a license to operate a sexually oriented business within [~~forty-five (45)~~] **ninety (90)** days of the date the application was filed if all requirements for a sexually oriented business described in this chapter are met, unless they find that:
1. The applicant is under eighteen (18) years of age; or
  2. The applicant or any other person who will be directly engaged in the management and operation of the business has been convicted in this or any other state of any of the crimes specified in Section 8.81.041C.9., regardless of the pendency of any appeal, within three years of the date the application was filed; or
  3. Within five years of the date the application was filed, the applicant or spouse has been denied a license by the city to operate a sexually oriented business, has had a license revoked by the city, or has failed to correct any material violation of this chapter for more than thirty (30) days, of which the licensee has received written notice; or
  4. Within three years of the date the application was filed, the applicant or spouse has had a license to operate a sexually oriented business denied or revoked by another municipality or state; or
  5. The chief of police and the health and social services director shall confirm whether the applicant is overdue on payment to the city of any taxes, fees, fines or other penalties relating to the sexually oriented business or the licensed premises; or
  6. The business as proposed by the applicant, if permitted, would not have complied with all applicable statutes, codes, ordinances, laws and regulations including, but not limited to, the fire, building, health, and zoning codes of the city, and this chapter. If the premises are not in compliance, the applicant shall be advised of the reasons in writing and what if any measures the applicant can take to bring the premises into compliance for a license to issue; or
  7. The applicant has failed to complete the license application as specified in Section 8.81.041C, has failed to provide any supporting or clarifying documentation when requested by chief of police and the health and social services director, or has provided materially false or misleading information in the application; or
  8. The application fee has not been paid; or
  9. The granting of the application would violate a statute, ordinance or court order; or
  10. The applicant, if a limited partnership, limited liability company or corporation, is not in good standing under the laws of the state.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-13-

- [E. Any failure of the license to issue within forty-five (45) days of the date the application was filed shall constitute an approval of the license.]
- [F. If the sexually oriented business application is denied, the city shall retain one-half of the permit fee for expenses incurred in the investigation of the application and shall return the remainder to the applicant. ]
- [G]E. When an application is denied solely for reasons stated in subsection D.6. of this section and such violation is correctable, the applicant shall be given an additional thirty (30) days from the date of such notification of denial to bring the premises into compliance. **If no new violations or other disqualifying factors have occurred within such thirty (30) days, and the premises is corrected such that it is now in compliance, a license shall be issued to the applicant. To determine whether the premises is in compliance, the premises shall be inspected and a written notice shall be issued. Within five (5) business days of the receipt of the written notice by the chief of police and the health and social services director , a determination shall be made of whether such violation is corrected and the premises is now in compliance.** [Upon verification by inspection that the correction has been made, which shall be determined no later than forty-eight (48) hours after receipt by the chief of police and health director of written notice of such correction, a license shall be issued to the applicant so long as no new violations or other disqualifying factors have occurred within such thirty (30) days.]
- [H] F. As a condition of the license, the entire licensed premises shall be open to random physical inspections for compliance with this chapter by any inspector during all hours when the premises are open for business. Any refusal to allow such an inspection shall constitute a violation of this chapter **and grounds for revocation of the license.**
- [I] G. The license, if granted, shall state on its face the name of licensee, the expiration date, the address of the sexually oriented business, and the department or public official and telephone number to report any violation of this chapter. The license shall also include a notice that the subject premises are subject to random inspections by inspectors of the city for compliance with this chapter.
- [J] H. The license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be easily read at all times.

(Ord. dated 10/1/12)



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-14-

#### 8.81.043 - Expiration and renewal.

- A. Each license issued to a licensee shall expire one year from the date it is issued, unless it is renewed upon application of the licensee accompanied by payment of a renewal fee. Such application and application fee shall be submitted by the licensee to the town clerk at least thirty (30) days before the expiration date of the license, but not more than ninety (90) days before. Provided the application is filed within such time and the renewal fee paid, the health and social services director shall, prior to the expiration of the previous license, renew the license for the same licensee at the same location for an additional one year, unless the random inspection reports in the licensee's file reveal uncorrected violations of this chapter or uncorrected violations of any fire, building, health or zoning codes or regulations, of which the licensee has received written notice, or any condition under Section 14-263D that could have been grounds for denial of the original application has since become true. If renewed, the health and social services director shall mail the renewed license to the licensee prior to the expiration date of the previous license. If not renewed, the health and social services director shall mail a notice of nonrenewal to the licensee by certified mail, return receipt requested, prior to the expiration date of the previous license, stating the reasons for such nonrenewal. No sexually oriented business shall continue operations without a renewed license. **[Any failure of the license to be renewed within forty-five (45) days of the date the application for renewal was filed shall constitute a renewal of the license.]**
- B. If there are uncorrected violations of this chapter or uncorrected violations of any fire, building, health or zoning codes or regulations, of which the licensee has received written notice, the license renewal shall be delayed for a maximum of thirty (30) days beyond the original expiration date in order for all corrections to be completed and inspections done to determine compliance. If the licensee does not make such corrections of violations within such thirty (30) days, no license renewal shall be issued. **[Health] The health and social services** director shall mail a notice of nonrenewal to the licensee by certified mail, return receipt requested, within five days after the extended thirty-day period, stating the reasons for such nonrenewal.
- C. Notwithstanding the provisions in subsection B. of this section, in no instance shall a renewal be issued to a licensee who, within the one-year period of the previous license has had two or more material violations of this chapter, to which the licensee has received written notice, or has had one or more uncorrected material violations of this article pending for over thirty (30) days.
- D. Should a license not be renewed for any violation of this **[article] chapter**, no license shall issue for the same licensee for five years from the expiration of the previous license.

(Ord. dated 10/1/12)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*65-22 Consent Calendar

-15-

### 8.81.044 - Suspension and revocation.

- [A. **Health**] **A. The health and social services** director may suspend a sexually oriented business license for a period not to exceed thirty (30) days upon a determination that a licensee, operator or employee has materially violated any part of this chapter. **[Health] The health and social services** director shall issue such suspension in writing stating the reasons therefore and shall notify the licensee by certified mail, return receipt requested, addressed to the licensee at his business or residence address, or by service by any process server at the usual place of abode of the licensee or at the licensed premises. If a suspension is issued for a correctable violation, **the health and social services** director, within forty-eight (48) hours of receipt of written notice that the correction has been made, shall terminate such suspension upon verification by inspection. No sexually oriented business shall continue operations while under suspension.
- [B. **Health**] **B. The health and social services** director shall revoke any license where any of the following occur:
1. It is discovered that materially false or misleading information or data was given on, or material facts were omitted from, any application for a sexually oriented business license.
  2. Any taxes, fees, fines or other penalties relating to the licensed premises or required to be paid by this chapter become more than thirty (30) days delinquent.
  3. A licensee, operator, employee or other person directly involved in the management or control of the sexually oriented business has been convicted of any crime specified in Section 8.81.041C.9.
  4. A licensee has had within a one-year period two or more material violations of this chapter to which the licensee has received written notice.
  5. A licensee has one or more uncorrected material violations of this chapter pending for over thirty (30) days, to which the licensee has received written notice.
  6. A licensee has failed to correct within thirty (30) days any violation for which his license was suspended pursuant to subsection A. of this section.
  7. The license or any interest therein is transferred in any way.
  8. A licensee, operator or employee has knowingly allowed any live performance or conduct featuring any specified sexual activities to occur on the licensed premises.
  9. A licensee, operator or employee has knowingly allowed any illegal activity to occur on the licensed premises including, but not limited to, prostitution, gambling, or the possession, use or sale of controlled substances.
  10. A licensee, operator or employee has knowingly operated the sexually oriented business while the business's license was under suspension.





# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-16-

- C. At least ten days prior to the revocation of any license, the health and social services director shall issue such revocation in writing stating the reasons therefore and shall notify the licensee by certified mail, return receipt requested, addressed to the licensee at his business or residence address, or by service by any process server at the usual place of abode of the licensee or at the licensed premises.
- D. [Subject to Section 8.81.044F[B.], no] No sexually oriented business shall continue operations after its license has been revoked, and no new license shall be issued for the same licensee for five years from the date of revocation.

(Ord. dated 10/1/12)

#### **8.81.045 - Appeal.**

- A. Within five days of receipt of notification of a denial, nonrenewal, suspension or revocation of a license by the chief of police or the health and social services director, the licensee may contest such decision by appealing to the superior court within twenty (20) days of such written notice of such decision.
- B. During the pendency of any appeal of a nonrenewal, suspension or revocation, the operations of the sexually oriented business may be maintained by the licensee, unless otherwise ordered by the superior court.

(Ord. dated 10/1/12)

#### **[8.81.050 - Existing businesses.**

- A. **Any sexually oriented business lawfully operating on the effective date of the ordinance from which this chapter is derived shall be deemed a nonconforming use. No nonconforming use shall be increased, enlarged, extended or altered except to make it a conforming use.**
- B. **Any existing sexually oriented business on the effective date of the ordinance from which this chapter is derived shall submit an application for a license pursuant to Section 8.81.041 and shall comply with all regulations herein within sixty (60) days of the effective date of the ordinance from which this article is derived. Otherwise, such existing sexually oriented business shall cease operations. ]**

(Ord. dated 10/1/12)

#### **8.81.[060]050 - Operating requirements.**

The following requirements shall apply to all sexually oriented businesses within the city:

1. Generally.
  - a. No licensee, operator or employee of a sexually oriented business shall perform or permit to be performed, offer to perform, or allow patrons to perform any live performance or conduct featuring any specified sexual activities on the licensed premises.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-17-

- b. Every sexually oriented business shall comply with all applicable statutes, codes, ordinances, laws and regulations including, but not limited to, the fire, building, health, and zoning regulations and codes of the city and state.
- c. Every new sexually oriented business shall be physically arranged in such a manner that the entire interior portion of any room or other area used for the purpose of viewing of adult entertainment shall be clearly visible from the common areas of the premises. Visibility into such areas shall not be blocked or obscured by doors, curtains, partitions, drapes or any other obstruction whatsoever. Such areas shall be readily accessible at all times to employees and shall be continuously open to view in their entirety. It shall be a violation of this chapter to install enclosed booths, cubicles, rooms or stalls within sexually oriented businesses, for whatever purpose, but especially for the purpose of providing for the secluded viewing of adult entertainment, except as set forth in subsection n. of this section.
- d. Every sexually oriented business, including common areas, entryways, parking areas, restrooms, and any room or other area used for adult entertainment, shall be well-lighted. The entire premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one foot candle as measured at the floor or ground level. It shall be the duty of the operator and his agents to ensure that such illumination is maintained at all times that any patron is present on the premises.
- e. No holes shall be allowed in the walls or partitions that separate each such room from any adjoining room.
- f. No sexually oriented business shall be conducted in such a manner that permits the observation of any material depicting specified anatomical areas or specified sexual activities from outside of the building that houses the sexually oriented business.
- g. No sexually oriented business shall advertise the availability at such business of any activity that would be in violation of this chapter or any state or federal law. Nor shall any exterior sign, display, decoration, show window or other advertising of such business contain any material depicting, describing or relating to specified anatomical areas or specified sexual activities.
- h. No gambling shall be permitted by any person in any sexually oriented business.
- i. The interior premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than three foot candles as measured at the floor level. It shall be the duty of the operator, and any employees present on the premises, to ensure that the illumination described above is maintained at all times that the premises are open for business.
- j. It shall be the duty of the operator, and of any employees present on the premises, to ensure that no specified sexual activity occurs in or on the licensed premises.
- k. It shall be the duty of the operator to repair, without delay, any holes or openings in any booths and to ensure that no porous materials are used for any wall, floor, or seat in any booth or viewing room.
- l. The operator shall post conspicuous signs inside the establishment that sexual activity on the premises is prohibited, and violators will be required to leave the premises.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-18-

- m. Any lawfully existing sexually oriented business that already has booths, cubicles, compartments or separate stalls where the interior is not visible from the common areas, can either cause such areas to be visible from common areas or install security cameras to provide continuous video monitoring in the ceiling of such areas to continuously record any activity that occurs in the complete interior of all such areas. The quality of the installation of security cameras shall be subject to the approval of the health and social services director, which shall not be unreasonably withheld. All recordings shall be in compliance with federal and state law, including but not limited to Title 18, USC Section 2710(b)(2), and shall be saved for the maximum number of sixty (60) days as permitted by federal and state law, to allow for inspection and copying of any and all recordings by either the police or the health department.
2. Employees. The licensee and operator shall be responsible for the conduct of all employees while on the licensed premises. Any act or omission of any employee constituting a violation of the provisions of this chapter shall be deemed the act or omission of the licensee and operator, when such licensee or operator knew or should have known of such act or omission, for purposes of determining whether the operating license shall be renewed, suspended or revoked and whether the licensee and operator shall be subject to the penalties imposed by this chapter.
3. Minors.
  - a. No licensee, operator or employee of a sexually oriented business shall allow or permit any minor to enter into or in any way loiter in or on any part of the licensed premises, purchase goods or services at the licensed premises, or work at the licensed premises as an employee.
  - b. Every sexually oriented business shall display a sign outside each entrance of such business bearing the words "Sexually Oriented Business. Persons Under 18 Not Admitted" in legible letters between two and six inches tall.
4. Hours of Business. No sexually oriented business shall open to do business before ten a.m. No sexually oriented business shall remain open after one a.m. Monday through Friday, nor after two a.m. on Saturday and Sunday.

(Ord. dated 10/1/12)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-19-

### **8.81.[061]060 - Operating requirements—Live adult entertainment.**

In addition to the requirements contained in Section 8.81.[060]0650, the following requirements shall apply to all sexually oriented businesses within the city containing live adult entertainment:

1. No person shall perform live adult entertainment for patrons of a sexually oriented business except upon a stage at least eighteen (18) inches above floor level and separated from any and all such patrons by a minimum distance of four feet except in the event that the applicant has an approved liquor permit issued by the Department of Consumer Protection Liquor Control Division in which a sketch of the interior of the premises has been approved by said department as part of the application process.
2. Separate dressing room facilities for male and female entertainers shall be provided that shall not be occupied or used in any way by anyone other than such entertainers.
3. No entertainer shall expose any specified anatomical areas to any patron of a sexually oriented business either before or after a performance including, but not limited to, when such entertainer is entering or exiting the stage.
4. No employee of any sexually oriented business shall engage in any live adult entertainment while acting as a waiter, host or bartender for such business.

(Ord. dated 10/1/12)

### **8.81.[062]061 - Promulgation of rules and regulations.**

- A. The health and social services director shall promulgate and enforce reasonable rules and regulations to carry out the requirements of this chapter.
- B. The health and social services director shall upon promulgating any regulation or rule, file a copy of the regulation or rule with the city clerk.

(Ord. dated 10/1/12)

### **8.81.[063]062 - Inspections.**

- A. The health and social services director or his or her designee shall, from time to time, but not less than twice a year, make an inspection of such adult entertainment establishments for purposes of determining that the provisions of this chapter are complied with.
- B. Such inspections shall be at a reasonable time, completed in a reasonable manner. No person shall hinder any health official in carrying out an inspection under this chapter.

(Ord. dated 10/1/12)



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances

Item No. \*65-22 Consent Calendar

-20-

**8.81.[064]063 - Penalties for violation of chapter.**

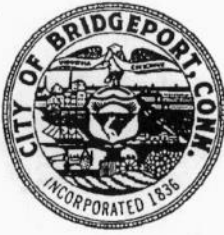
- A. In addition to other available methods of enforcement, this chapter may also be enforced through the civil citation process. Any licensee, operator, employee or other person who violates any of the provisions of this chapter shall be subject to a fine of two hundred fifty dollars (\$250.00) for each such citation.
- B. Each citation under this chapter shall be considered a separate citation, and any violation continuing more than one hour of time shall be considered a separate violation for each hour of violation.
- C. In addition to any citations, fines or penalties imposed in this section, this chapter may be enforced by injunctive procedure in the superior court. **[The city may further recover from any violator any and all costs and fees, including reasonable attorney's fees, expended by the city in enforcing the provisions of this chapter. ]**
- D. This chapter shall not preclude any additional enforcement action taken by any appropriate city, state or federal official conducted pursuant to any applicable ordinance, regulation or law of the city, state or the United States of America.
- E. All remedies and penalties provided for in this section shall be cumulative and independently available to the city, and the city shall be authorized to pursue any and all remedies set forth in this section to the fullest extent allowed by law. Nothing in this chapter shall be construed as to limit or waive any requirements of state or local laws and regulations concerning activities falling within their jurisdiction.
- F. If any section or subsection of this chapter is found for any reason to be unenforceable by a court decision, then that section or subsection is deemed severed from this chapter and the remaining chapter remains enforceable.

(Ord. dated 10/1/12)

**[8.81.065 - Review of ordinance.**

Within four years after adoption of this ordinance, the council may review the effectiveness of this ordinance.

(Ord. dated 10/1/12)]

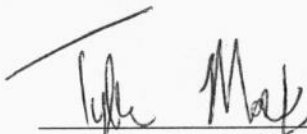



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*65-22 Consent Calendar

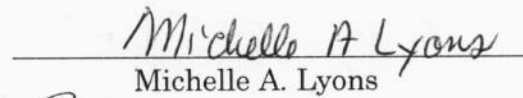
-21-

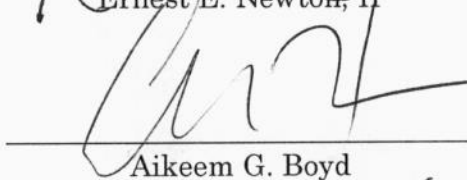
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

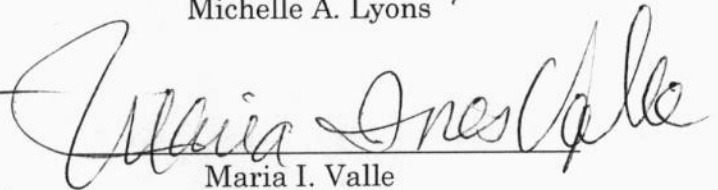
  
Tyler Mack, Co-chair

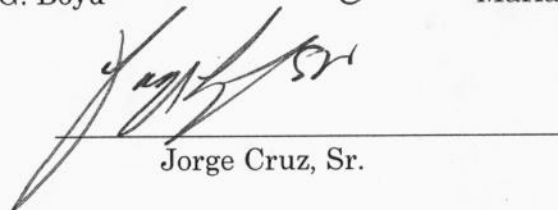
  
Rosalina Roman-Christy, Co-chair

  
Ernest E. Newton, II

  
Michelle A. Lyons

  
Aikeem G. Boyd

  
Maria I. Valle

  
Jorge Cruz, Sr.

City Council Date: June 5, 2023

**Item# \*66-22 Consent Calendar**

Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section(s): 10.16.010 – Definitions; 10.16.020 – Designation of Traffic Authority and 10.16.040 – Designation of Parking Division.



**Report  
of  
Committee  
on  
Ordinance**

City Council Meeting Date: June 5, 2023

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

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

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

Please Note: Mayor did not sign Report.



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*66-22 Consent Calendar**

### *Amendment to the Municipal Code of Ordinances*

#### *10.16 – Parking*

**WHEREAS**, the City Council of the City of Bridgeport amended the Mayor's Proposed FY 23-24 Budget moving parking enforcement revenues and expenditures from the Police Department to the Department of Public Facilities;

**WHEREAS**, at the request of Chief Porter, the Bridgeport City Council seeks to transfer the duties and responsibilities of the "Parking Division" as defined by state statute to the Department of Public Facilities.

**NOW, THEREFORE BE IT HEREBY ORDAINED** by the City Council that, effective upon publication, the following new language included in Exhibit A be made a part of Chapter 10.16 of the Municipal Code of Ordinances.

#### EXHIBIT A

##### **10.16.010 - Definitions.**

The following terms, wherever used or referred to in this chapter, shall have the following meanings unless otherwise defined in the Connecticut General Statutes:

"Highway" (sometimes herein referred to as a "street") means any state or other public highway, road, street, avenue, alley, driveway, parkway or place, under the control of the state or any political subdivision of the state, dedicated, appropriated or opened to public travel or other use. (See Connecticut General Statute Section 14-1(37), as amended)

"Immobilization device" means a device that prevents the vehicle from moving after a parking violation has been issued due to the existence of five accumulated and unpaid parking violations or parking violations and fines exceeding one hundred dollars (\$100.00) in amount, which device can be removed immediately by the operator or owner of the vehicle upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter.





# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

### Item No. \*66-22 Consent Calendar

-2-

"Local authorities" includes a board of aldermen, common council, chief of police, warden and burgesses, board of selectmen or other officials having authority for the enactment or enforcement of traffic regulations within their specific towns, cities or boroughs. (See Connecticut General Statutes Section 14-1(42), as amended)

"Merchant token" means a specialized promotional coin paid for and provided by local merchants to the patrons of their establishments that can be used to purchase time at a parking meter as an inducement or reward for using the merchant's establishment.

"Notice" of a parking violation means, notwithstanding the language of any other city ordinance to the contrary, a notification from the city or its agent, including the parking administrator, to the owner of the vehicle issued in the manner required for parking violations under this chapter.

"Operator" means any person operating a vehicle.

"Owner" means any person holding title to a motor vehicle, or having the legal right to register the same, including purchasers under conditional bills of sale. (See Connecticut General Statutes Section 14-1 (60), as amended)

"Parked vehicle" means a motor vehicle in a stationary position within the limits of a public highway.

"Parking" means the standing of a vehicle, whether occupied or not, on a highway, except it shall not include the temporary standing of a vehicle for the purpose of and while engaged in receiving or discharging passengers or loading or unloading merchandise or while in obedience to traffic regulations or traffic signs or signals. (See Connecticut general Statutes Section 14-297(4), as amended)

"Parking administrator" means the parking division or its consultant engaged to manage the parking system.

"Parking device" or "parking meter", as the context requires, means a single or multi-space meter, kiosk, pay station, pay-by-space, pay-by-plate, pay-by-card or other future payment system or methodology for the parking of vehicles.

"Parking division" means the **[Police department] Department of Public Facilities** (See Connecticut general Statutes Section 7-202, as amended), as the administrator of the parking system with the right to enforce parking regulations pursuant to Connecticut General Statutes Section 7-204a, as amended, and the right to receive amounts remitted to the city for parking violations and other fees collected by the clerk of the superior court pursuant to Connecticut General Statutes Section 51-56a, as amended.

"Parking facilities" shall mean present and future lots, garages, parking terminals or other structures and accommodations for the parking of motor vehicles off the street or highway and open to the general public with or without charge, and off-street and on-street parking meters owned by the city wherever located, without limitation, including additions to or replacements of existing and future parking facilities and parking meters, parking meters within mixed-use facilities, including, but not limited to, the city's current and future railroad stations and their related parking facilities, subject to appropriate agreements with the state of Connecticut, and all buildings and improvements and all means of ingress and egress used to access and travel within and around the railroad station facilities.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

### Item No. \*66-22 Consent Calendar

-3-

"Parking fee" means the monetary charge imposed for the use of a parking meter on such days and within such time periods when a parking fee is required established by the city council, except for users that are specifically exempted by statute or ordinance.

"Parking restriction" means the power of the traffic authority to prohibit, limit or restrict the parking of vehicles and to erect and maintain signs in each block designating the time or terms of such prohibition or restriction on any highway or thoroughfare coming under the jurisdiction of such city, town or borough. (See Connecticut general Statutes Section 14-307, as amended)

"Parking system" or "parking operation" means the city's oversight, management and coordination of a system of current and future parking facilities and the means and methods of financing the same, hardware and software systems, payment methods, permit arrangements in appropriate residential, retail, commercial, commuter and public event areas, cooperative arrangements with privately-owned parking facilities, collection and enforcement techniques, revenue-generating programs, way-finding techniques and equipment, and all other enhancements and improvements adopted by the parking division and implemented in the future in the best interest of the general public, local businesses, and visitors, taking into consideration that parking facilities may be phased initially and over time, with due consideration being given by the parking administrator for the transition of parking facilities from one to another in a manner that is fair and reasonable to the user during such transition period.

"Parking space" means either (a) any physically-defined or marked space within a parking zone that is served by a parking device, (b) any location that is served by a parking device, or (c) any right to park in a parking space created by a future payment method such as but not limited to pay-by-plate, pay-by-phone, pay-by-card, parking permit, parking meter bag or other pre-paid payment method.

"Parking violation" means the city's or its agent's issuance, by a means required by the city, the city's parking administrator, or by its parking meter provider, as determined by the city; if the means is by mail, notice of the parking violation shall be issued by depositing the parking violation into a repository of the united states postal service addressed to the vehicle operator or owner that such vehicle has been parked in violation of a provision of this chapter, the amount of the fine for such violation, and the penalty for failing to pay such fine within the time required to do so, such notice being mailed to the owner of the vehicle at his/her/its last known address contained in the records of the State of Connecticut Department of Motor Vehicles.

"Parking zone" means a parking zone established by the traffic authority within the geographical boundaries of the city of Bridgeport as part of the parking system, as the same may be revised from time to time, which parking zones, the parking spaces and parking facilities within them, the means of access and egress to and from them in appropriate cases, the maintenance thereof, and the type and placement of signage within and about them, shall be managed by the parking division.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

### Report of Committee on Ordinances

Item No. \*66-22 Consent Calendar

-4-

"Street" means a local highway in the city and controlled by the city that is established and exists for the use of vehicles, and including but not limited to use by pedestrians, cyclists and other users, but does not include highways or bridges under the control of the state department of transportation.

"Traffic authority" means the board of police commissioners exercising authority over traffic, traffic control signs and traffic control signals except as to state highways and bridges (See Connecticut General statutes Section 14-297 et seq., as amended, for definitions and for the powers of a traffic authority) and pursuant to city charter and this chapter.

"Vehicle" means any device suitable for the conveyance, drawing or other transportation of persons or property, whether operated on wheels, runners, a cushion of air or by any other means, but does not include devices propelled or drawn by human power or devices used exclusively on tracks. (See Connecticut General Statutes Section 14-1, as amended, for other categories of vehicles)

(Ord. dated 7/5/16 ; Ord. dated 7/6/20 )

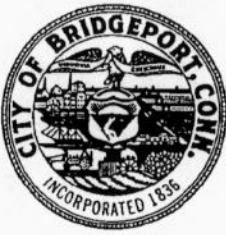
#### **10.16.020 - Designation of traffic authority.**

The [b]Board of [p]Police [c]Commissioners is designated as the traffic authority for the [c]City of Bridgeport with all of the powers granted by Connecticut General Statutes Chapter 249, Title 14-297 et seq., as amended.

(Ord. dated 7/5/16 ; Ord. dated 7/6/20)

#### **10.16.030 - Powers.**

- A. The powers of the traffic authority are set forth in Title 14 of the Connecticut General Statutes and include but are not limited to the installation of traffic control signals, use of traffic signal preemption devices, the location and marking of crosswalks, and the like as more fully set forth in Connecticut General Statutes Section 14-297 et seq., as amended.
- B. The traffic authority shall have the power to prohibit, limit or restrict the parking of vehicles and to erect and maintain signs in each block designating the time or terms of such prohibition or restriction on any highway coming under the jurisdiction of the city and may remove from state highways, except limited access highways within the geographic limits of the city any vehicles parked in violation of any regulation of the state traffic commission and of any rule, regulation, order or ordinance of the city relative to or in connection with parking on such highway.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances

Item No. \*66-22 Consent Calendar

-5-

- C. The traffic authority shall prohibit parking of a vehicle where parking is prohibited or allow a vehicle to park for a longer period than that indicated as lawful by any sign erected and maintained in accordance with Connecticut general Statutes Chapter 249, as amended, except (1) a person operating an armored car vehicle or (2) a vehicle displaying a special license plate or a removable windshield placard identifying vehicles permitted to utilize parking spaces reserved for persons with disabilities which limit or impair their ability to walk or blind persons, may park in an area where parking is legally permissible, for an unlimited period of time without penalty, notwithstanding the period of time indicated as lawful by any (a) parking meter, or (b) sign erected and maintained in accordance with Connecticut General Statutes Chapter 249, as amended. (See Connecticut General Statutes Section 14-307, as amended.)

(Ord. dated 7/5/16 ; Ord. dated 7/6/20 )

**10.16.040 - Designation of [p]Parking [d]Division.**

The [Police Department] Department of Public Facilities is designated as the parking division for the [c]City of Bridgeport with all of the powers granted by Connecticut General Statutes Chapter 100, Title 7-202, et seq., as amended.

(Ord. dated 7/5/16 ; Ord. dated 7/6/20 )




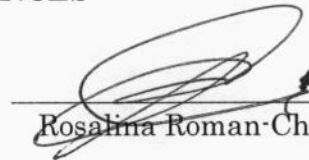
# City of Bridgeport, Connecticut Office of the City Clerk

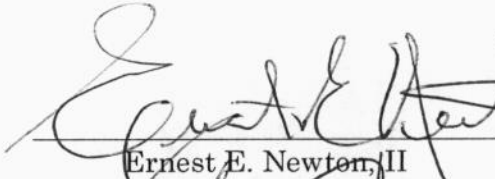
Report of Committee on Ordinances  
Item No. \*66-22 Consent Calendar

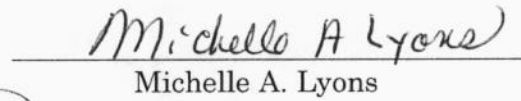
-6-

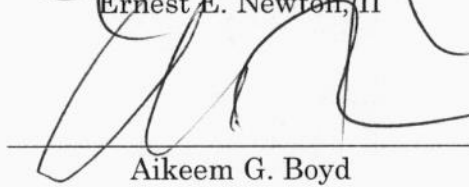
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

  
Tyler Mack, Co-Chair

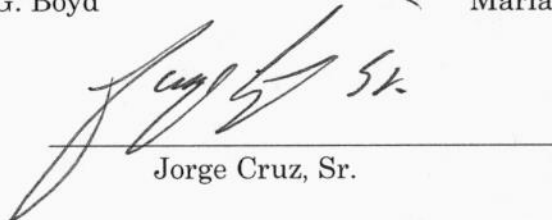
  
Rosalina Roman-Christy, Co-Chair

  
Ernest E. Newton, II

  
Michelle A. Lyons

  
Aikeem G. Boyd

  
Maria I. Valle

  
Jorge Cruz, Sr.

City Council Date: June 5, 2023

**CITY OF BRIDGEPORT**

**OFFICE OF THE CITY ATTORNEY**

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

**CITY ATTORNEY**  
Mark T. Anastasi

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

**999 Broad Street**

**Bridgeport, CT 06604-4328**

**ASSOCIATE CITY ATTORNEYS**

Deborah M. Garskof  
Michael C. Jankovsky  
Richard G. Kascak, Jr.  
Bruce L. Levin  
James T. Maye  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Dina A. Sealo  
Eroll V. Skyers



James Maye (x8137)  
[James.Maye@bridgeportCT.gov](mailto:James.Maye@bridgeportCT.gov)

May 23, 2023

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

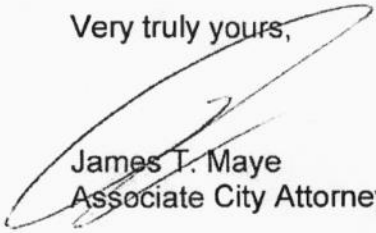
Re: Proposed Amendment to the Municipal Code of Ordinances:  
Chapter 10.16 - Parking

Dear Honorable City Council Members,

The Deputy Chief of Staff, Thomas Gaudett, proposes to amend the above captioned chapter of the Bridgeport Municipal Code.

Kindly be advised that the City Attorney's Office has reviewed the above-referenced ordinance amendment for form and legality and find it is of proper and sufficient legal form for adoption as required by Chapter 5, Section 9 of the City Charter.

Very truly yours,

  
James T. Maye  
Associate City Attorney

RECEIVED  
CITY CLERKS OFFICE  
23 MAY 23 PM 3:27  
ATTEST  
CITY CLERK

**Item# \*67-22 Consent Calendar**

Amendments to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.



**Report  
of  
Committee  
on  
Ordinance**

City Council Meeting Date: June 5, 2023

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

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

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

Please Note: Mayor did not sign Report.



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*67-22 Consent Calendar**

### **Fair Rent Commission**

**WHEREAS**, the Bridgeport City Council has proposed the "Council Initiative to Revitalize Bridgeport" which will help modernize and redevelop our city for generations to come. The council initiative includes housing proposals for Bridgeport's taxpayers which is the purpose for this ordinance amendment; and

**NOW, THEREFORE, BE IT ORDAINED** By the City Council of the City of Bridgeport: Chapter 2.94 of the Municipal Code of Ordinances – Fair Rent Commission - is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately upon publication.

### **Chapter 2.94 - FAIR RENT COMMISSION**

#### **2.94.010 Purpose.**

Pursuant to and in conformity with Sections 7-148b through 7-148f of the Connecticut General Statutes, there is created a commission known as the fair rent commission for the purpose of regulating and eliminating excessive rental charges on residential property within the city. This chapter is enacted in recognition of the compelling need for rent stabilization for the duration of a severe housing shortage in the city.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-131)

#### **2.94.020 - Definitions.**

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

"Commission" means the fair rent commission of the city.

"Housing accommodation" means any building or structure, wholly or in part, containing living quarters occupied or fairly intended for occupancy as a place of residence, and including any land or building appurtenant thereto, except the following:

1. A hospital, convent, monastery, asylum, public institution operated exclusively for charitable or educational purposes;
2. Any housing accommodations owned and operated by the United States, the state of Connecticut, the housing authority of the city, the city or by any agency or political subdivision of said governmental entities;
3. Housing accommodations exempted by Section 7-148b of the Connecticut General Statutes, as amended;





# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*67-22 Consent Calendar

-2-

4. Any building or structure which contains three units or less at least one of which is occupied by the owner of said building or structure.

"Landlord" means any person who leases, subleases, rents or permits the occupancy of any housing accommodation, including a person who manages a housing accommodation owned by someone else.

"Rent or rental charges" means any consideration, monetary or otherwise, including any bonus, benefit or gratuity, demanded or received, for the use or occupancy of any housing accommodations.

"Tenant" means any person who leases or rents, whether by written or oral lease, any housing accommodation, as a residence for himself/herself and/or his or her immediate family.

"Liaison of the City Council" means a member of the City Council of the City of Bridgeport, serving as a reporter to and from the City Council of the City of Bridgeport.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-132)

### 2.94.030 - Membership.

- A. The fair rent commission shall consist of **[three members, and two alternates] seven members** all of whom shall be resident electors of the city. Of the **[three] seven** members, at least one shall be a landlord and one shall be a tenant. **[Among the alternates at least one shall be a landlord and one shall be a tenant and the remaining alternate shall be neither.]**
- B. In addition, **[not more than two of said members and one of said alternates shall be registered members of the same political party.]** **[T]he members [and alternates]** shall be appointed by the mayor and/or the President of the City Council for the City of Bridgeport, subject to approval by the common council. The commission shall elect from its members a chairman and a vice-chairman. The common council may, by two-thirds vote, remove any member of the commission for cause.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-133)

### 2.94.040 - Members' terms.

The initial members of the commission shall be appointed for terms which shall commence as of the date of their appointment and end on the date set forth below:

Term	Members	[Alternate]
Ending one year from enactment of ordinance codified in this chapter	of <b>[One] <u>Two</u></b>	<b>[one]</b>
Ending two years from enactment of ordinance codified in this chapter	of <b>[One] <u>Three</u></b>	
Ending three years from enactment of ordinance codified in this chapter	of <b>[one] <u>Two</u></b>	<b>[one]</b>



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances

Item No. \*67-22 Consent Calendar

-3-

Thereafter, each appointment shall be for a term of three years. In the event of the death, resignation or inability to serve on the part of any members of the commission [or alternate], a successor shall be appointed to fill the unexpired term of the member [or alternate] as set forth in Section 2.94.030 of this chapter. [If a regular member of the commission is absent, the chairman of the commission shall designate one of the two alternates to act in their place. The chairman shall choose the alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such facts shall be recorded in the minutes of the meeting.]

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-134)

### 2.94.050 - Staff.

The commission may [employ] request that a director [to] be appointed by the mayor/or the President of the City Council for the City of Bridgeport, with the approval of the common council to keep its records, to handle any correspondence, to supervise and direct the administration of this chapter, and generally to perform such other functions as may be assigned by the commission. The commission may petition the budget committee of the City Council to allocate funds for the hiring of additional employee to assist the commission [Additional employees as the commission deems necessary to effect the provision of this chapter may be hired] . Upon request, assistance from other municipal agencies shall be reasonably available to the commission.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-135)

### 2.94.060 - Quorum and procedures.

A quorum for any hearings or meetings of the commission shall consist of [two] four members[, or their alternates], and shall be empowered to conduct said hearings and render orders and decisions pursuant thereto. The commission shall conduct regular meetings to transact whatever business is before said commission. The commission shall determine the time, date and place of said special meetings and shall announce the same at least twenty-four hours in advance of said meetings.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-136)



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances  
Item No. \*67-22 Consent Calendar

-4-

### 2.94.070 - Powers.

Pursuant to Sections 7-148b through 7-148-e, Connecticut General Statutes, the commission shall have the following powers:

- A. To make such studies and investigations into rentals charged for housing accommodations within the city as it deems appropriate to carry out its responsibilities under this chapter;
- B. To receive complaints, inquiries and other communications concerning alleged excessive rental charges in housing accommodations within the city;
- C. To conduct hearings on complaints or requests for investigations submitted to it by any tenant or any landlord. One week notice by registered or certified mail, postage prepaid shall be given to the parties involved in such complaint. If any notice is returned without having been delivered, the commission may arrange for service by a deputy sheriff, constable of the city or indifferent person in the same manner as is provided in the General Statutes of the state for services of process in a civil action;
- D. To request the assistance of any department of the city government, including any available records, information or expert witness which the department may have in its employ;
- E. To hire or retain any expert real estate appraisers or other competent experts to advise it;
- F. To administer oaths;
- G. To subpoena witnesses and compel their attendance at said hearings and to compel the production of any books or documents relating to any matter before the commission;
- H. To determine, after a hearing, whether the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
- I. To order a reduction of any excessive rent which is deemed to be harsh and unconscionable (as determined according to standards described in Section 2.94.080) to an amount the commission considers fair and equitable. However, the commission shall not have the power to waive any rent which has become due prior to the filing date of the complaint. In its discretion the commission may make the order retroactive to the date of the tenant's complaint. Such order shall be in effect for a period of one year from its effective date, except if the commission shall, pursuant to a subsequent petition by the landlord or tenant at any time, order that the rent be changed;
- J. To dismiss a complaint;
- K. To continue, review, amend, terminate or suspend all its orders and decisions;



# City of Bridgeport, Connecticut

## Office of the City Clerk

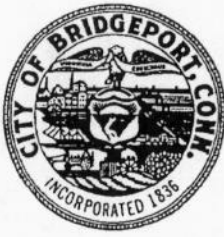
---

### Report of Committee on Ordinances

Item No. \*67-22 Consent Calendar

-5-

- L. 1. If the commission determines after a hearing that a housing accommodation fails to comply with the city's housing code laws or any state or city statute or regulation relating to health and safety, the commission may order the tenant to pay the fair and equitable rent, as determined by the commission, to the commission.
2. The commission shall hold such rent in an escrow account, as provided in this chapter, until the landlord makes such repairs as are required to bring the housing accommodation into compliance with such laws, statutes or regulations.
3. If the landlord shall have corrected such violations after the order reducing the rent, and if the rent had been reduced solely because of such violations, the landlord may petition the commission for the reinstatement of the original rent and for the payment to him/her of the rent held in the escrow account.
4. If the landlord shall have corrected such violations after the order for reducing the rent, but the rent had not been reduced solely because of such violations, the landlord may petition the commission for an order fixing a fair and equitable rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him of the rent held in the escrow account.
5. In any case arising under this subsection, upon reasonable determination of the commission, the original rent or such fair and equitable rent as determined by the commission, may be ordered into effect retroactive at the discretion of the commission, to the date of the petition for reinstatement. No such reinstate shall be effective until after a hearing is held by the commission in accordance with the provisions of subsection C of this section;
- M. To deposit into the escrow account rent paid to the commission by tenants when their landlord refuses to accept it or the landlord requests in writing that the commission hold the rent until the complaint or claim can be resolved either through mediation or hearing;
- N. To establish an escrow account with a local bank or financial institution into which it shall deposit all rents or other funds paid to it pursuant to subsections L, M and N of this section. If rent is deposited into the escrow account pursuant to subsection L, such funds shall be released to the landlord if: (1) he shall be successful in an appeal to the court or (2) if the commission shall order such release after petition in accordance with subsection L of this section. If rent is deposited into the escrow account pursuant to subsection M or N of this section, such funds shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord;
- O. Interest earned on said escrow account shall be awarded to the landlord;
- P. To require the city attorney to institute, and the city attorney shall then institute, an action in any court of equity for either a temporary or final injunction, restraining violation of or directing compliance with any order made pursuant to any provision of this chapter. Such direction to the city attorney shall be written by the chairman of the commission or by his designee upon the majority vote of the commission;



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances  
Item No. \*67-22 Consent Calendar

-6-

- Q. Attempt through its director, through the process of conciliation and negotiation between a tenant and a landlord, to arrive at a rental agreement which is mutually acceptable to said tenant and landlord before initiating the formal hearing process.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-137)

### **2.94.080 - Standards.**

In determining whether a rental charge is so excessive, with due regard to all circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such all factors set forth in Section 7-148c of the Connecticut General Statutes, as amended.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-138)

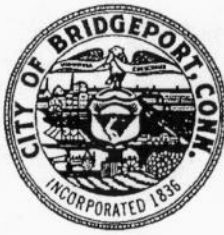
### **2.94.090 - Procedures.**

- A. Pending a determination by the fair rent commission, the tenant shall pay to the landlord the last agreed-upon rent prior to the bringing of a complaint to this commission.
- B. All proceedings shall continue regardless of the fact that a tenant may quit housing accommodation in question and notwithstanding any attempt, successful or otherwise, to evict said tenant. No sale, assignment or transfer of housing accommodation in question shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties and obligations of the commission or the parties thereto.
- C. Any person aggrieved by any order of the commission may appeal to the superior court, such appeal to be taken within thirty days after the rendering of the order in question. Any such appeal shall be considered a privileged matter with respect to the order of trial.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-139)

### **2.94.100 - Eligibility to file complaint.**

- A. Any tenant, except those who live in a building or structure exempt under the definition of "housing accommodation" in Section 2.94.020 of this chapter, shall be eligible to file a complaint with the commission. It shall be a defense to any complaint before the commission that the tenant is in violation of Section 101-26 of the Bridgeport housing and commercial code entitled "Tenant's responsibilities" or is otherwise responsible for damages to the landlord's premises, other than ordinary wear and tear. If the commission finds, after a hearing, that the tenant is responsible for such damages, other than ordinary wear and tear, it shall not make a determination in regard to such complaint until such time as the tenant has paid into escrow with the commission an amount sufficient to pay for such damages, as determined by the commission.



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Ordinances

Item No. \*67-22 Consent Calendar

-7-

[B. The commission shall not conduct a hearing on any complaint of a tenant who it finds is delinquent in their rent. In addition, the commission has the power to dismiss a complaint if it is determined that the tenant who is bringing the complaint is doing so for the purpose of harassing, annoying or embarrassing the landlord, or is using the procedures of the commission in an attempt to defeat a summary process action.]

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-140)

### **2.94.110 - Violation—Penalties.**

Any person who shall violate any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, or any other provision of this chapter or any person who shall refuse to obey any subpoena, order or direction of the commission pursuant thereto shall be fined not less than twenty-five dollars nor more than one hundred dollars for each such offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter. No action shall be taken on any such violation by the prosecuting authorities of the city except upon written complaint of the chairman of the commission or his designee.

(Ord. dated 10-3-22 , Exh. A; Prior code § 16-141)



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*67-22 Consent Calendar

-8-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Tyler Mack, Co-Chair

Rosalina Roman-Christy, Co-Chair

Ernest E. Newton, II

Michelle A. Lyons

Aikeem G. Boyd

Maria I. Valle

Jorge Cruz, Sr.

City Council Date: June 5, 2023

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof  
Michael C. Jankovsky  
Richard G. Kascak, Jr.  
Bruce L. Levin  
James T. Maye  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Dina A. Scalò  
Eroll V. Skyers



May 23, 2023

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

Re: Proposed Amendments to the Municipal Code of Ordinances:  
ORDINANCE 2.94 (FAIR RENT COMMISSION)

Dear Honorable Councilpersons,

Aidee Nieves, Tyler Mack, Scott Burns, Ernest E. Newton, Jorge Cruz, Sr. and Jeanette Herron, City Council Members, propose to amend the above captioned chapters of the Bridgeport Municipal Code. The proposed amendment to Ordinance 2.94 increases the number of commissioners from three to seven and eliminates the two alternates, changes the number of commissioners whose terms expire from one to two (or three for commissioners whose terms expire two years from enactment of the ordinance) and increases the number commissioners necessary to constitute a quorum from two commissioners to four commissioners.

Kindly be advised that the City Attorney's Office has reviewed the above-referenced ordinance amendment for form and legality and find it is of proper and sufficient legal form for adoption as required by Chapter 5, Section 9 of the City Charter.

Very truly yours,

James T. Maye

RECEIVED  
CITY CLERKS OFFICE  
23 MAY 23 PM 3:27  
ATTEST  
CITY CLERK



Item# \*52-22 Consent Calendar

Resolution to the City's Program Year 49 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership (HOME); and Housing Opportunities for Persons with AIDS (HOPWA).

**Report  
of  
Committee  
On**

**CEQA & Environment**

City Council Meeting Date: June 5, 2023

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

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

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

RECEIVED  
CITY CLERKS OFFICE  
23 JUN 14 PM 12:39  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

Item No. \*52-22 Consent Calendar

**PROGRAM YEAR 49 ANNUAL ACTION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM HOMELESS  
EMERGENCY SOLUTIONS GRANT PROGRAM HOME INVESTMENT  
PARTNERSHIP PROGRAM  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM  
RESOLUTION**

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

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

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

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

**WHEREAS**, two public hearings were held, by the Citizen's Union on March 22nd and 23rd, 2023. The Citizen's Union deliberated and voted on March 29, 2022. The Citizen's Union recommendations will be posted for a 15-day public comment period on April 4, 2023, prior to being submitted for a full council consideration. That public comment period will end on April 19, 2023, at noon. The final Annual Action Plan and Resolution is expected to be presented to the full City Council on June 5, 2023; and



# City of Bridgeport, Connecticut Office of the City Clerk

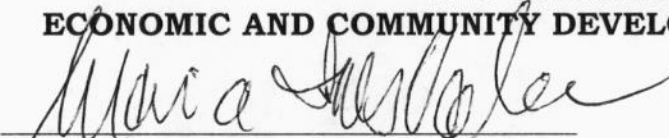
Committee on ECD and Environment  
Item No. \*52-22 Consent Calendar


-2-


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

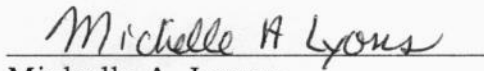
NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Bridgeport, and/or his designees, the Director or the Deputy Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements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

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

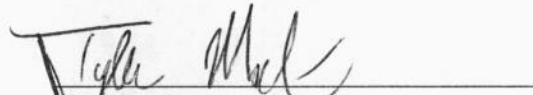
  
\_\_\_\_\_  
Maria I. Valle, *Co-Chair*

  
\_\_\_\_\_  
Scott Burns, *Co-Chair*

  
\_\_\_\_\_  
Rosalina Roman-Christy

  
\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Tyler Mack

  
\_\_\_\_\_  
Rolanda Smith

*City Council Date: June 5, 2023*

RECEIVED  
CITY CLERKS OFFICE

Agency Name  
23 MAY 25 PM 12: 03

CBRG- Public Service

Application Number	Agency Name	PY 49 Request	PY49 Citizen's Union Approval	PY49 ECD&E Recommendations
1	COB Department of Aging- Department of Aging	\$48,720.00	\$0.00	\$0.00
2	Children in Placement, CT, Inc. - Guardian ad Litem	\$30,000.00	\$15,000.00	\$15,000.00
3	Klein Memorial Auditorium Foundation, Inc. - Klein Theater Arts	\$28,000.00	\$14,000.00	\$14,000.00
4	COB Department of Public Facilities - Mayors Conservation Corps.	\$60,000.00	\$35,000.00	\$35,000.00
5	City of Bridgeport Department of Public Facilities - Senior Program	\$20,000.00	\$15,000.00	\$15,000.00
6	The Hoops and Dreams Foundation Inc. - The Hoops and Dreams Foundation Inc.	\$15,000.00	\$0.00	\$0.00
7	Ortiz Boxing Gym Inc, LLC - Ortiz Boxing Inc	\$60,500.00	\$46,491.50	\$46,491.50
8	Unique & Unified New Era Youth Movement - Unique & Unified New Era Youth Movement	\$25,000.00	\$15,000.00	\$15,000.00
9	The Center for Family Justice - Pro Bono Legal Center	\$90,300.00	\$0.00	\$0.00
10	Liberation Programs, Inc. - Community Harm Reduction Services	\$27,900.00	\$0.00	\$0.00
12	McGivney Community Center - McGivney Community Center's After School Program	\$30,000.00	\$15,000.00	\$15,000.00
13	Downtown Cabaret Theater - Downtown Cabaret Theater	\$138,434.00	\$45,000.00	\$45,000.00
14	Life Through Fitness, Inc. - Citywide Youth Fitness Program	\$50,000.00	\$15,000.00	\$15,000.00
16	Cardinal Shehan Center - After School & Saturday Program	\$15,000.00	\$0.00	\$0.00
18	Connecticut Institute for Refugees and Immigrants - Bridgeport Immigration Legal Services	\$25,000.00	\$12,500.00	\$12,500.00
20	Bridgeport Pop Warner Football League - Bridgeport Pop Warner Football League	\$40,000.00	\$0.00	\$0.00
21	Bridgeport Youth Lacrosse, Inc. - Career Pathways Work Readiness Program	\$100,000.00	\$0.00	\$0.00
22	Bridgeport Youth Lacrosse, Inc. - Sports for Peace	\$75,000.00	\$25,000.00	\$25,000.00
23	Career Resources, Inc. - Hang Time Her Time	\$25,000.00	\$5,000.00	\$5,000.00
27	Make the Road States, Inc. DBA Make the Road CT	\$35,000.00	\$0.00	\$0.00
29	COBRA Rugby Inc. - COBRA (City of Bridgeport Rugby Alliance)	\$20,000.00	\$0.00	\$0.00
30	Boys Club and Girls Club of Bridgeport Inc. - Orcutt Boys Club and Girls Club - Child Care Center	\$23,500.00	\$0.00	\$0.00
33	Bridgeport Labs, Inc. - The Skill Up Bridgeport Project	\$35,000.00	\$0.00	\$0.00
34	Groundwork Bridgeport, Inc. - Tree Patrol	\$18,606.33	\$10,000.00	\$10,000.00
35	Boys Club and Girls Club of Bridgeport INC - Orcutt Boys and Girls Club - Youth Center	\$22,000.00	\$0.00	\$0.00
38	The Jewish Home for Elderly of Fairfield County, Inc. - Support the Adult Day at Senior Services	\$10,000.00	\$5,000.00	\$5,000.00
39	Applied Behavioral Rehabilitation Institute, Inc. - Madaras House Case Management Program	\$25,000.00	\$15,000.00	\$15,000.00
41	LifeBridge Community Services - Behavioral Health Case Management	\$72,500.00	\$15,000.00	\$15,000.00
43	Hall Neighborhood House - HNH New Senior Center Tables	\$28,280.00	\$10,000.00	\$10,000.00
44	Hall Neighborhood House - Youth Program Furniture	\$149,603.50	\$25,000.00	\$25,000.00
45	Bridgeport Neighborhood Trust, Inc. doing business as Building Neighborhoods Together - ERA Capacity Building Program	\$55,000.00	\$25,000.00	\$25,000.00
46	Full Circle Youth Empowerment Center - Journey to Greatness Summer Enrichment Program	\$50,000.00	\$25,000.00	\$25,000.00
47	Bridgeport Carbe Youth Leaders, Inc. - "Building Today's Youth...Tomorrow's Leaders"	\$50,000.00	\$25,000.00	\$25,000.00
51	CT Hope House Inc. - Community Hope	\$60,000.00	\$0.00	\$0.00
53	United Way of Coastal Fairfield County - PT Partner's Youth Corps Project	\$33,133.20	\$0.00	\$0.00
54	The Color a Positive Thought Organization - The Color A Positive Thought Organization	\$42,000.00	\$37,500.00	\$37,500.00



City of Bridgeport: OPED/HCD Homeowner Rehab		\$150,000.00	\$150,000.00	\$150,000.00
Housing Total Request		\$413,326.00		
Housing Funds Awarded			\$413,326.00	\$413,326.00
<b>CDBG Economic Development</b>				
Economic Development Total Requests		\$0.00		
Total Economic Development Funds Awarded			\$0.00	\$0.00
Total Public Facilities/Housing/Econ. Development Requested		\$3,520,567.44		
Total Public Facilities/Housing/Econ. Development Available for Allocation		\$2,103,796.50		
**Total Reprogramming Amount Available for PF/Housing (estimate)				
<b>Section 108</b>				
<b>CDBG - Planning/Administration</b>				
Administration				
Total Admin Funds Awarded		\$647,322.00	\$647,322.00	\$647,322.00
Total CDBG Funding Awarded			\$2,589,288.00	\$2,589,288.00
Total CDBG ADMIN		\$647,322.00	\$647,322.00	\$647,322.00
To Be Awarded				
Total CDBG Allocation		\$3,236,610.00	\$3,236,610.00	\$3,236,610.00
<b>HESG - Emergency Solutions Grant</b>				
<b>Street Outreach</b>				
Total Street Outreach Awarded			\$-	\$-
<b>Emergency Shelter</b>				
Central Connecticut Coast YMCA - South End Community Center All Weather Emergency Shelter		\$142,000.00	\$35,151.52	\$35,151.52
Central Connecticut Coast YMCA - Families in Transition		\$70,000.00	\$50,198.12	\$50,198.12
Total Emergency Shelter Requested		\$212,000.00		
Total Emergency Shelter Awarded			\$85,349.64	\$85,349.64
<b>HMIS</b>				
The Housing Collective-HMIS		\$25,000.00	\$25,000.00	\$25,000.00
Total HMIS Awarded			\$25,000.00	\$25,000.00
<b>Homeless Prevention</b>				
The Housing Collective - Bridgeport Homeless Prevention Fund (B-HPF)		\$45,000.00	\$0.00	\$0.00

Alliance for Community Empowerment – Emergency Utility Assistance	\$50,000.00	\$25,198.12	\$25,198.12
Alliance for Community Empowerment – Emergency Rental Assistance	\$50,000.00	\$0.00	\$0.00
New Reach, Inc. – New Reach Stable Families Program	\$128,271.00	\$25,198.12	\$25,198.12
Department of Health and Social Services – Emergency Rental Assistance	\$100,000.00	\$57,204.25	\$57,204.25
Total Homeless Prevention Requests	\$373,271.00		
Total Homeless Prevention Awarded		\$107,600.49	\$107,600.49
<b>Rapid Rehousing</b>			
The Housing Collective – Bridgeport Rapid Re-Housing Program	\$70,000.00	\$50,198.12	\$50,198.12
Total Rapid Rehousing Requests	\$70,000.00	\$50,198.12	\$50,198.12
Total HP/RR Requests Received	\$443,271.00		
HP/RR Available (35% of total after admin)	\$0.00		
Total HESG Awarded	\$0.00	\$268,148.25	\$268,148.25
Administrative (7.5% a of allocation)	\$21,741.75	\$21,741.75	\$21,741.75
Total HESG Funding Allocation	\$292,682.00	\$289,890.00	\$289,890.00
<b>HOPWA – Housing Opportunities for People With HIV/AIDS</b>			
Inspirica, Inc. – McKinney House	\$150,000.00	\$150,000.00	\$150,000.00
Recovery Network of Programs, Inc. - 6	\$221,934.00	\$180,661.75	\$180,661.75
Apex Community Care, Inc. – Apex Community Care Housing Program	\$218,400.00	\$196,661.76	\$196,661.76
Chemical Abuse Services Agency, Inc. - CASA Noble House	\$241,139.00	\$212,848.10	\$212,848.10
Catholic Charities of Fairfield County - HOPWA	\$178,000.00	\$178,000.00	\$178,000.00
Mid Fairfield AIDS Project, Inc. – Housing Opportunities for People with AIDS	\$194,140.00	\$194,140.00	\$194,140.00
Total HOPWA Request	\$1,203,613.00		
Total HOPWA Awarded	\$1,146,713.00	\$1,112,311.61	\$1,112,311.61
Administrative (3% of allocation)	\$34,401.39	\$34,401.39	\$34,401.39
Total HOPWA Funding Allocation	\$1,181,114.39	\$1,146,713.00	\$1,146,713.00
<b>HOME Program</b>			
Administration (10% of allocation)	\$147,826.80	\$147,826.80	\$147,826.80
Total Available for HOME Projects	\$1,330,441.20	\$1,330,441.20	\$1,330,441.20
Total HOME Program Funding Allocation	\$1,478,268.00	\$1,478,268.00	\$1,478,268.00

Item # \*53-22 Consent Calendar

Resolution regarding a Substantial Amendment to the City's Program Year 46 Annual Action Plan as it relates to the Emergency Solutions Grant (ESG).

**Report  
of  
Committee  
On**

**CEQA & Environment**

City Council Meeting Date: June 5, 2023

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

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

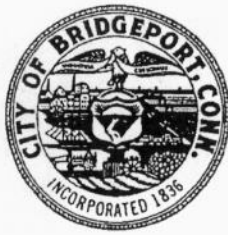
Date Signed: \_\_\_\_\_

Please Note: Mayor Did Not Sign Report

RECEIVED  
CITY CLERKS OFFICE  
23 JUN 14 PM 2:11

ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

---

*To the City Council of the City of Bridgeport:*

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

**Item No. \*53-22 Consent Calendar**

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

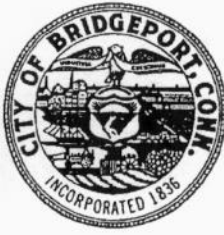
**WHEREAS**, the City Council of the City of Bridgeport previously authorized Emergency Solutions Grant (ESG) funding for the program activities during the various program years; and

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

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

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

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



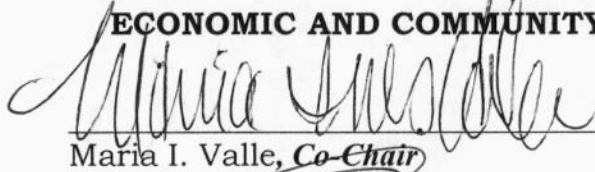
City of Bridgeport, Connecticut  
Office of the City Clerk

Committee on ECD and Environment  
Item No. \*53-22 Consent Calendar

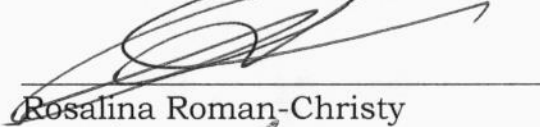
-2-

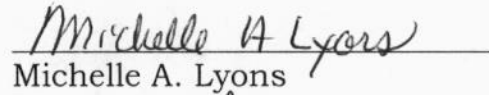
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON

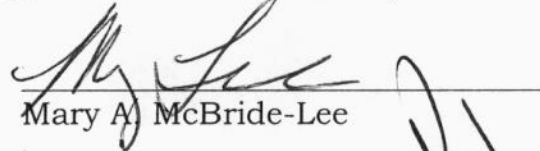
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

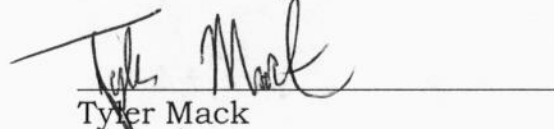
  
\_\_\_\_\_  
Maria I. Valle, *Co-Chair*

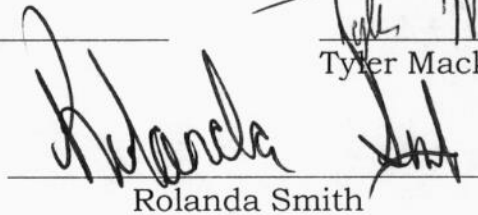
  
\_\_\_\_\_  
Scott Burns, *Co-Chair*

  
\_\_\_\_\_  
Rosalina Roman-Christy

  
\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Tyler Mack

  
\_\_\_\_\_  
Rolanda Smith

City Council Date: June 5, 2023

**ESG Reprogrammed Funds**

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

Item# \*58-22 Consent Calendar

Resolution Approving Programs for Connecticut  
Neighborhood Assistance Act Tax Credit Program.

**Report  
of  
Committee  
On**

**CCD & Environment**

City Council Meeting Date: June 5, 2023

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

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

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

RECEIVED  
CITY CLERKS OFFICE  
23 JUN 14 PM 12:39  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*58-22 Consent Calendar**

**A Resolution Approving Programs  
for the  
State of Connecticut Neighborhood Assistance Act Tax Credit Program**

**Whereas**, the Connecticut Neighborhood Assistance Act (“NAA”) Tax Credit Program, pursuant to Connecticut General Statute §12-630aa et. seq. (the “Statute”) provides a tax credit to business firms that make cash investments of at least \$250 (two-hundred-fifty) dollars to certain qualifying community programs conducted by tax exempt or municipal agencies; and

**Whereas**, the cash investments must be made in a community program that is proposed and conducted by a tax exempt or municipal agency and must be approved by both the municipality in which the program is conducted and by the Connecticut Department of Revenue Services (“DRS”); and

**Whereas**, the City’s Office of Planning and Economic Development (“OPED”) is the designated office for overseeing the implementation of the 2023 Neighborhood Assistance Act Tax Credit Program; and

**Whereas**, tax exempt entities and municipal agencies desiring to obtain benefits under the NAA must complete Form NAA-01, Connecticut Neighborhood Assistance Act Program Proposal, Parts I, II, and III and submit the form to OPED, which must then review and present the proposals to the Bridgeport City Council for approval, after which OPED may complete the corresponding Form NAA-01 Part IV for submittal to DRS on or before July 1 of each year; and

**Whereas**, prior to OPED being authorized to submit Form NAA-01 Part IV to DRS, the Bridgeport City Council must vote to approve the programs; and

**Whereas**, the attached list of organizations and programs represents the City’s diversity and represents a spectrum of accomplished non-profit organizations pursuing innovative and effective programs; and

**Whereas**, the Bridgeport City Council received this attached list of program proposals as an OPED submittal item on its City Council Agenda of May 1, 2023; and

**Whereas**, the Bridgeport City Council held a duly noticed public hearing on all program proposals at its meeting of May 15, 2023; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

Committee on ECD and Environment  
Item No. \*58-22 Consent Calendar

-2-

**Whereas**, the Bridgeport City Council reviewed the list and the OPED submittal at the May 17, 2023 meeting of its Economic and Community Development and Environment Committee; and

**Whereas**, the Bridgeport City Council finds that these program proposals are worthy of support; and

**Now therefore be it resolved** that the Bridgeport City Council hereby approves the attached list of program proposals and respective organizations for submittal by the City's Office of Planning and Economic Development to the Connecticut Department of Revenue Services pursuant to the requirements of the 2020 Neighborhood Assistance Act.

**Be it further resolved** that the Mayor or the Director of OPED, as may be required by the Connecticut Department of Revenue Services or by the Statute, subject to the final review and approval of the City Attorney's Office as to form and content, is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON

**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

*City Council Date: June 5, 2023*

**CITY OF BRIDGEPORT**  
2023 Connecticut Neighborhood Assisted Act  
Organization Program Amount

1. **Big Brothers Big Sisters of SW CT, Inc.** - One to One Mentoring  
\$125,000.00
2. **Bridgeport Rescue Mission** – Transitional Supportive Housing  
\$150,000.00
3. **Junior Achievement of Western CT, Inc.** - Junior Achievement Financial Programs  
\$100,000.00
4. **Bridgeport Neighborhood Trust** – ERA Funding, outreach & Administrative support  
\$150,000.00
5. **Habitat for Humanity of Coastal Fairfield County** - Habitat CFC Program  
\$150,000.00
6. **Hall Neighborhood House, Inc.** - Hall Senior Center  
\$24,000.00
7. **Discovery Museum, Inc** – Chiller Replacement  
\$150,000.00
8. **Cardinal Shehan Center** – Music, recording studio/DJ ART, STEM & Cooking Program  
\$25,000.00
9. **Bridgeport Economic Development Corporation** - Bridgeport Brownfields Reclamation  
\$50,000.00
10. **Connecticut Zoological Society** - Greenhouse Energy Conservation  
\$150,000.00

11. **Central CT YMCA BPT** – Hernan’s Haven for Youth

\$150,000.00

12. **McGivney Community Center** - McGivney Youth Programs

\$40,000.00

13. **Boys Club & Girls Club of Bridgeport, CT** – Project Learn

\$150,000.00

14. **Boys Club & Girls Club of Bridgeport, CT** - Energy Conservation Green Projects

\$150,000.00

15. **Bridgeport Public Education Fund, Inc.** - Mentoring for Academics Achievement

\$50,000.00

16. **Bridgeport Public Education Fund, Inc** – College Assistance Program

\$50,000.00

17. **Wakeman Memorial Association** – Energy Efficient updates

\$51,282.60

18. **Mercy Learning Center of Bridgeport**-Literacy & life skills

\$150,000.00

19. **Housatonic Community College**- Housatonic Museum of Art LED Upgrades

\$24,000.00

20. **Wakeman Memorial Association** - Madison Ave Clubhouse Green Playground

\$45,925.00

21. **Bridgeport Caribe Youth League, Inc**-Energy Efficient Repair and upgrades

\$150,000.00



22. **University of Bridgeport-** Adding Energy Effectiveness  
\$150,000.00
23. **University of Bridgeport-** Jobs for Bridgeport  
\$150,000.00
24. **Mutual Housing Association of Southwestern CT, Inc-** Clinton Commons fire, safety & security upgrades & Flooring  
\$150,000.00
25. **The Center for Family Justice, Inc.** CFJ'S Expansion Renovation Project.  
\$150,000.00
26. **Central CT YMCA BPT –** Ralphola Taylor Community Central  
\$50,000.00
27. **Groundwork, Bridgeport, Inc.** Tree Stewards  
\$150,000.00
28. **Recovery Network-** Renovation of Tina Klem Serenity House & McGrath House  
\$149,750.00
29. **Burroughs Community Center-** Energy conservation addition of Solar & LED lighting  
\$85,000.00
30. **Marrakech, Inc.-** Window replacement at 2 Anton Circle BPT  
\$30,000.00
31. **Bridgeport Youth Lacrosse-** Sport for Peace  
\$90,000.00
32. **Bridgeport Hospital Foundation-** Bringing Technology to Life  
\$50,000.00
33. **Bridgeport Caribe Youth League, Inc-**Workplace technology program  
\$150,000.00



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_

Big Brothers Big Sisters of Connecticut, Inc.

Address: Satellite: 2470 Fairfield Avenue, Bridgeport, CT 06605  
Main: 30 Laurel Street, Suite 3, Hartford, CT 06106

Federal Employer Identification Number: 06-0850379

Program title: One-to-One Mentoring

Name of contact person: Annemarie Holly

Telephone number: (860) 990-0998

Email address: annemarieh@ctbig.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 125,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes  No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Youth Development

Description of program: \_\_\_\_\_  
BBBSCT provides one-to-one mentoring for at-risk children and youth by professionally trained and supported volunteer mentors. Matches meet regularly for enriching activities and build bonds that help participating children reach their highest potential. In our research-based model, mentoring is impactful because our professional staff ensures that mentors, parents and youth have the supports and resources they need. Our programs give children consistent, focused, one-to-one adult attention – helping at-risk kids build connections with trusted adults, resulting in reduced risky behaviors, increased self-confidence and greater opportunities to thrive.

Need for program: \_\_\_\_\_  
Children in Bridgeport face significant challenges. Over 80% of all children are eligible for Free or Reduced-Price Lunch, compared with 42% statewide (CT Dept of Education, 2022); research shows that low-income children need more support to achieve at the same level as their more affluent peers. In 2021-22, 20.6% of students met proficiency on the Smart Balanced English-Language Arts assessment compared to the state average of 49.1%. Just 10.8% of students met proficiency on the Math Assessment, versus the 40% rate statewide (Ibid). Big Brothers Big Sisters' mentoring can turn these challenges into opportunities for growth.

Neighborhood area to be served: \_\_\_\_\_  
All of Bridgeport

Plan to implement the program: \_\_\_\_\_  
BBBSCT works to develop and enhance cross-sector partnerships so that we can receive program referrals from a variety of sources, better understand and respond to the needs of the community and avoid duplication of services. Our staff follows the same action steps with each child, family, and volunteer referred to our program. First, we conduct initial screening of child/family or volunteer and explain requirements. Eligible parties are assigned an Enrollment Coordinator (EC). The EC conducts follow-ups with the families (interviews, assessment of child needs, and goal setting) and volunteers (interview, assessment, background and reference checks, trainings). Based on shared interests and goals, the EC suggests a match. They then hold a meeting between child/family and volunteer to ensure all parties are comfortable. Next, a Case Manager is assigned, collects baseline data, and conducts regular check-ins to provide support, guidance and ensure child safety. Matches meet and engage in enriching activities for 6-10 hours per month.

**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 06/30/2024  
MM - DD - YYYY

Post-project audit due date: 09/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
 Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$125,000.00</u>
Other funding sources - itemized sources:	
a) <u>Individual Contributions</u>	<u>\$383,000.00</u>
b) <u>Grants (Corporations, Foundations, United Way, Governme</u>	<u>\$1,870,116.00</u>
c) <u>Special Events</u>	<u>\$513,000.00</u>
d) <u>Other (other sales, revenue, in-kind contributions)</u>	<u>\$75,000.00</u>
	<u>\$2,841,116.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Salaries</u>	<u>\$1,511,793.00</u>
b) <u>Benefits</u>	<u>\$290,663.00</u>
c) <u>Rent</u>	<u>\$82,200.00</u>
d) <u>Insurance</u>	<u>\$44,186.00</u>
Administrative expenses - itemized description:	
a) <u>Assistance to Individuals</u>	<u>\$309,719.00</u>
b) <u>Professional Fees</u>	<u>\$128,515.00</u>
c) <u>Membership Dues</u>	<u>\$32,903.00</u>
d) <u>Miscellaneous</u>	<u>\$363,853.00</u>
	<u>\$2,763,832.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If Yes, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Return of Organization Exempt From Income Tax

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

07/01, 2020, and ending

06/30, 20 21

Header section containing: A For the 2020 calendar year, or tax year beginning; B Check if applicable; C Name of organization; D Employer identification number; E Telephone number; F Name and address of principal officer; G Gross receipts; H(a) H(b) H(c); I Tax-exempt status; J Website; K Form of organization; L Year of formation; M State of legal domicile.

Part I Summary

Table with columns: Activities & Governance, Revenue, Expenses, Net Assets or Fund Balances. Rows include: 1 Briefly describe the organization's mission...; 2-7a Governance questions; 8-19 Revenue and Expenses; 20-22 Net Assets or Fund Balances.

Part II Signature Block

Signature block containing: Declaration of preparer; Signature of officer (Andrew M. Fleischmann); Preparer's signature (Amber D Tucker); Preparer's name (Amber D Tucker); Firm's name (Fiondella, Milone & Lasaracina LLP); Firm's address (300 Winding Brook Drive Glastonbury, CT 06033); Date (03/02/2022); PTIN (P01593305).

May the IRS discuss this return with the preparer shown above? (see instructions)
For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2020)

**Part III** Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:  
THE MISSION OF BIG BROTHERS BIG SISTERS OF CONNECTICUT IS TO PROVIDE CHILDREN FACING ADVERSITY WITH STRONG AND ENDURING, PROFESSIONALLY SUPPORTED ONE-TO-ONE RELATIONSHIPS THAT CHANGE THEIR LIVES FOR THE BETTER, FOREVER.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 815,419. including grants of \$ ) (Revenue \$ )  
THE ORGANIZATION BUILDS MENTORING RELATIONSHIPS ALL 169 OF CONNECTICUT'S CITIES AND TOWNS. THESE RELATIONSHIPS UNITE CHILDREN WITH COMMITTED VOLUNTEERS, CHANGING LIVES FOR THE BETTER, FOREVER. THE FOSTER GRANDPARENTS PROGRAM MATCHES LOW-INCOME SENIOR CITIZENS TO CHILDREN IN SCHOOLS, DAY CARE CENTERS AND HEAD START PROGRAMS. THE BIG FUTURES PROGRAM PROVIDES MENTORING SUPPORT AND GUIDANCE TO YOUTH WHO HAVE GRADUATED HIGH SCHOOL THROUGH AGE 25.

4b (Code: ) (Expenses \$ 569,358. including grants of \$ ) (Revenue \$ )  
FOSTER GRANDPARENT PROGRAM MATCHES LOW INCOME SENIOR CITIZENS TO CHILDREN IN SCHOOLS, DAY CARE CENTERS AND HEAD START PROGRAMS.

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.)  
(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 1,384,777.





Municipality: \_\_\_\_\_

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Bridgeport Rescue Mission

Address: 725 Park Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 06-1362705

Program title: Transitional Supportive Housing

Name of contact person: Lisa Chester or Mike Cobb

Telephone number: (203) 333-4087

Email address: Lisa.Chester@BridgeportRescueMission.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes                      No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; or  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; or  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Bridgeport Rescue Mission provides essential services and life-changing recovery programs to economically and socially disenfranchised individuals so they can become self-sufficient, contributing members of our community. To ensure and empower guests to a long-term successful transition toward self-sustainability, we plan to re-open transitional housing in one of the homes we own after renovation. Guests will receive supportive housing, help in finding a livable wage, and financial skills partnership to ensure they are able to build a future of sustainability.

Need for program: \_\_\_\_\_


It is nearly impossible for graduating residents to save toward the future if 50% or more of income is needed for housing. This struggle keeps individuals on the verge of homelessness. Housing in Connecticut is 35% higher than the national average; Bridgeport median rentals are at \$1,400 for a small apartment. The gap we fill is the need for transitional housing allowing residents to save and build a foundation for long term success. There is a shortfall of low-income housing in Bridgeport. Most of the existing low-income housing is full or limited to senior living (meeting another vital need in the community).

Neighborhood area to be served: \_\_\_\_\_

The greater Bridgeport Community - 1088 Fairfield is the address for the renovation and housing.

Plan to implement the program: \_\_\_\_\_

The BRM team plans to renovate and re-open the home at 1088 Fairfield which has been closed for some time as a space for very low rent housing while guests transition from homeless to a home. This location was previously used as a shelter, as well as some transitional housing. Albeit pre-pandemic, and it has been difficult to obtain the funding needed to renovate and reopen this location.

We have guests who have completed their recovery programming waiting to transition to an independent 

**Timetable:**

Program start date: 09/01/2023  
MM - DD - YYYY

Program completion date: 08/31/2024  
MM - DD - YYYY

Post-project audit due date: 12/01/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) <u>Private Donations</u>	<u>\$705,353.00</u>
b) <u>Corporations</u>	<u>\$72,632.00</u>
c) <u>Foundations</u>	<u>\$24,086.00</u>
d) _____	<u>_____</u>
	<u>\$802,071.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Renovations to building</u>	<u>\$80,000.00</u>
b) <u>Furnishings</u>	<u>\$50,000.00</u>
c) <u>IT and Video Security</u>	<u>\$20,000.00</u>
d) _____	<u>_____</u>
Administrative expenses - itemized description:	
a) <u>Salaries for Men's Programs staff</u>	<u>\$558,321.00</u>
b) <u>Maintenance, upkeep and utilities</u>	<u>\$93,750.00</u>
c) _____	<u>_____</u>
d) _____	<u>_____</u>
	<u>\$802,071.00</u>

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
Mailing address:	_____ _____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

<b>Post-Project Audit</b>	
Is a post-project audit required for this proposal?	
Yes	No
If <b>Yes</b> , date post-project audit due:	
_____ Date	

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on Form NAA-01, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will not be accepted. For where to direct inquiries, see Additional Information below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call 860-297-5687, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



**BRIDGEPORT  
RESCUE MISSION**  
Expanding Hope. Rebuilding Lives.

Supporting information for the Bridgeport Neighborhood Assistance Act application  
**Bridgeport Rescue Mission's Proposal to renovate and open supportive, transitional housing  
for men and women previously living homeless.**

The need for supportive, low-cost housing for individuals graduating from substance abuse or other life restoring programs while saving for future long-term housing is a vital next step for success toward sustainability. Access to such housing in Bridgeport is very limited and often impossible to obtain.

In response to this growing need, Bridgeport Rescue Mission plans to re-open a previous shelter to those in need of transitional housing with a manageable rent. The supportive transitional housing will allow residents to save money for deposits or possibly even a down payment for long-term housing solutions. With staff coaching and group support, guests in transitional housing will experience greater success toward independence.

It is difficult to save toward the future if 50% or more of income is needed for housing. This struggle keeps individuals on the verge of homelessness. Housing in Connecticut is 35% higher than the national average; Bridgeport median rentals are at \$1,400 for a small apartment. The gap we'll fill is the lack of transitional housing allowing residents to save and build a foundation for long term success. There is a shortfall of low-income housing in Bridgeport. Most of the existing low-income housing is full or limited to senior living (meeting another vital need in the community).

Guests who have gone through coaching, residential treatment, and other programs at Bridgeport Rescue Mission or other local service providers, often struggle to find a livable income quickly. When they do find a position, the paycheck is often just at \$30,000 annually (\$2,600 per month before taxes). Once taxes are paid, they are left with just over \$2,100 and very little wiggle room to save for the future. With rent at \$1400 per month (as it is in Bridgeport), utilities (water, gas, electric) averaging \$250 per month, plus food, medical, clothing, school fees for children or themselves, and other basic needs, there is very little if any money remaining. Lack of transitional housing contributes to the cycle of homelessness, encouraging a chronic cycle.

The BRM team plans to renovate and re-open the home at 1088 Fairfield, currently not in use, as a space for very low rent housing while guests transition from homeless to a home. This location was previously used as a shelter, as well as some transitional housing "pre-pandemic". As a result of being empty for some time, renovations are needed. We are also aware that data supports providing a well-lit, nicely furnished, and secure temporary home to those who have

2

experienced homelessness furthers long term success when guests transition to independent living. The restoration of dignity is vital to self-worth and perceived value.

An article published on October 31, 2022, in the CT Post, shares one man's story, "People have lived under the overpass for about two months, says a housing advocate who donated the camp's tents. One of its residents, George McClain, 62, became homeless after getting caught smoking crack cocaine, an addiction he says he no longer has. McClain is struggling to find housing, and he says landlords are rejecting other residents' federal housing vouchers. The Bridgeport native says he receives \$764 a month in disability benefits and has arthritis in both knees. McClain said the clearing housing his new Stratford Avenue camp grabbed his attention as he walked in the area. He returned with his 28-year-old nephew, who has since left the camp to stay in a shelter. 'We brought plastic bags, and cleaned it up,' said McClain, who spent years working as a trash collector for a private sanitation company. Over time, McClain said the camp has grown to house about a dozen people."

This is one example of how transitional housing may help until a long-term solution is found. For example, if Mr. McClain or another person from this camp were to enter the supportive transitional housing program, our team would help to build a solution that works for their specific needs and build a stable future. For example, helping Mr. McClain to find a roommate to share expenses of a traditional apartment long term, or to helping him apply for early benefits from Social Security while he's in a safe, stable, transitional housing room and saving money offers him stability.

The home at 1088 Fairfield will house 20 to 40 residents with 10 bedrooms and 5 bathrooms in each wing (a total of 20 bedrooms and 10 bathrooms). Each wing would operate as a unit with independent but supportive housing. Support would include opening a bank account, addiction counseling, personalized needs assessments and help with applying for benefits that are applicable to each resident. All residents would be required to hold a job, as well as participating in skills training, such as financial management and social interactions. Before the pandemic, our transitional housing program charged a small \$100 per month fee for participation. We anticipate the rental ranging from \$100 to \$200 once we open the program.

Opening this supportive transitional housing will not only provide long term success, but also decrease the number of families and individuals needing long term governmental support. The progress expected will include self-supporting goals for each resident for long term success and growth. Generational poverty can be alleviated with one individual finding their path to self-sustainability.

# COPY OF FORM 990

(TO BE USED, OR COPIED, FOR)

**\*\*PUBLIC INSPECTION ONLY\*\***

## NOTE

Under Internal Revenue Regulations, tax-exempt charitable organizations generally must provide requesters with COPIES of:

- Its approved exemption applications, all required attachments and any related correspondence with the IRS, and
- Its three most recent annual information returns (Form 990), including all schedules and attachments (but not the names and addresses of contributors).

**In-person requests:** A member of the public may request to inspect the documents at any principal office of the organization. The entity must provide the information requested that same day. However, if the request places an "unreasonable burden" on the organization, the staff must provide copies of the requested information no later than the next business day after the unusual circumstances cease to exist (limited to a maximum of five business days after the request).

**Written requests:** Written requests made by fax, mail, email, or overnight service, which include the requester's address, must be honored within 30 days of receipt.

**Website alternative:** Instead of providing copies, an organization may make the documents available on either its own or another organization's website. If it uses this option, it has to: (1) provide an exact replica of the document as was filed with the IRS; (2) advise requesters how to access the forms on the web; (3) the site should charge no access fee and require no special software or hardware to download. Organizations that post this information on the Internet still must honor in-person requests to view the applicable documents.

**Permissible charges:** Tax-exempt organizations may charge a reasonable copying fee, up to \$1 for the first page and 15 cents for each additional page, plus actual postage costs.

**Penalties:** An organization that fails to comply with the new disclosure requirements may be subject to the following penalties:

- Annual Information Return – Form 990 - \$20 per day for as long as the failure continues, up to a maximum of \$10,000 for each failure to provide an annual return.
- Exemption Application - \$20 per day with no maximum.
- An organization that willfully fails to comply with these public inspection rules can be subject to an additional \$5,000 penalty.

**Private foundation exempt:** The new disclosure rules don't yet apply to private foundations. They must still make a copy of their annual return available for public inspection at their principal office for a period of 180 days after publishing a notice of availability.

**Donor Information:** Please note that donor information is not open to public inspection and has been excluded from this copy.



Form **990**

# Return of Organization Exempt From Income Tax

**2021**

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

and ending JUN 30, 2022

**A** For the 2021 calendar year, or tax year beginning JUL 1, 2021

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **BRM Support Corporation**  
 Doing business as: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address): **1088 Fairfield Ave.**  
 City or town, state or province, country, and ZIP or foreign postal code: **Bridgeport, CT 06605**

**D** Employer identification number: **85-3559611**

**E** Telephone number: **203-333-4087**

**F** Name and address of principal officer: **Al Carey**  
 same as C above

**G** Gross receipts \$: **1,849,385.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: ▶ **N/A**

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**L** Year of formation: **2020** **M** State of legal domicile: **CT**

**Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>To carry out certain functions of Bridgeport Rescue Mission, Inc.</u>		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	3	5
	3	Number of voting members of the governing body (Part VI, line 1a)	4	5
	4	Number of independent voting members of the governing body (Part VI, line 1b)	5	0
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	6	5
	6	Total number of volunteers (estimate if necessary)	7a	0.
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7b	0.
	b	Net unrelated business taxable income from Form 990-T, Part I, line 11		
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	1,428,514.	1,290,557.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	485.	0.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	88,153.	370,965.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	1,517,152.	1,661,522.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	47,735.	87,939.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	47,735.	87,939.
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12	1,469,417.	1,573,583.
	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)	15,395,003.	16,198,469.
22	Net assets or fund balances. Subtract line 21 from line 20	13,925,586.	13,155,469.	
		1,469,417.	3,043,000.	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: **Jean Correa, Chief Accounting Officer**  
 Date: \_\_\_\_\_

Preparer's signature: *Sara Tibbott*  
 Date: **2/28/2023**  
 Check if self-employed  PTIN: **01486965**

Print/Type preparer's name: **Sara Tibbott**  
 Firm's EIN: **36-3990892**

Firm's name: **Capin Crouse, LLP**  
 Firm's address: **1330 Avenue of the Americas, Suite 23A  
 New York, NY 10019**  
 Phone no. **505-502-2746**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Junior Achievement of Greater Fairfield County, Inc.

Address: 835 Main Street, Bridgeport, CT 06604

Federal Employer Identification Number: 06-0644315

Program title: Junior Achievement's Financial Literacy & Work Readiness Programs

Name of contact person: Laura Stern

Telephone number: (203) 382-0180

Email address: lstern@jagfc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 100,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 06/30/2024  
MM - DD - YYYY

Post-project audit due date: \_\_\_\_\_  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$100,000.00</u>
Other funding sources - itemized sources:	
a) <u>Corporate, foundations, individual gifts, organizations</u>	<u>\$206,771.20</u>
b) <u>Special event revenue</u>	<u>\$26,181.12</u>
c) _____	_____
d) _____	_____
	<u>\$332,952.32</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Salaries, benefits, payroll taxes</u>	<u>\$239,339.18</u>
b) <u>Program materials and supplies</u>	<u>\$8,775.17</u>
c) <u>Travel, mileage, training</u>	<u>\$3,278.08</u>
d) <u>Scholarships, awards, recognition</u>	<u>\$1,639.04</u>
Administrative expenses - itemized description:	
a) <u>Insurance, license fees</u>	<u>\$31,952.45</u>
b) <u>Overhead - rent, utilities, equipment</u>	<u>\$7,211.78</u>
c) <u>Operating costs - IT, telephone, office supplies, postage/frgt</u>	<u>\$32,435.34</u>
d) <u>Marketing &amp; development, staff &amp; board development</u>	<u>\$8,321.28</u>
	<u>\$332,952.32</u>

**Total Proposed Expenditures:**

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

07/01/2021 and ending

06/30/2022

**A** For the 2021 calendar year, or tax year beginning

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: JUNIOR ACHIEVEMENT OF GREATER FAIRFIELD COUNTY, INC.  
 Doing business as: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address): 835 MAIN ST  
 Room/suite: \_\_\_\_\_  
 City or town, state or province, country, and ZIP or foreign postal code: BRIDGEPORT, CT 06604

**D** Employer identification number: 06-0644315

**E** Telephone number: (203) 382-0180

**F** Name and address of principal officer: BERNADINE VENDITTO  
 835 MAIN ST, BRIDGEPORT, CT 06604

**G** Gross receipts \$: 1,560,121.

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.

**I** Tax-exempt status:  501(c)(3)  501(c)( ) (insert no.)  4947(a)(1) or  527

**J** Website: WWW.JAGFC.ORG

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: 1950

**M** State of legal domicile: CT

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: JUNIOR ACHIEVEMENT INSPIRES AND PREPARES YOUNG PEOPLE TO SUCCEED IN A GLOBAL ECONOMY.

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	20
4	Number of independent voting members of the governing body (Part VI, line 1b)	20
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	14
6	Total number of volunteers (estimate if necessary)	460
7a	Total unrelated business revenue from Part VIII, column (C), line 12	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	

	Prior Year	Current Year
8	784,137.	878,337.
9	NONE	NONE
10	4,353.	1,998.
11	445,871.	416,285.
12	1,234,361.	1,296,620.
13	1,500.	300.
14	NONE	NONE
15	882,263.	859,280.
16a	NONE	NONE
16b	111,543.	
17	281,451.	421,788.
18	1,165,214.	1,281,368.
19	69,147.	15,252.

	Beginning of Current Year	End of Year
20	1,681,983.	1,604,677.
21	637,697.	547,731.
22	1,044,286.	1,056,946.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Date: 11/10/2022

**Sign Here**  
 Signature of officer: \_\_\_\_\_  
 BERNADINE VENDITTO  
 Type or print name and title: PRESIDENT

**Paid Preparer Use Only**  
 Print/Type preparer's name: BRIAN C WHITE  
 Preparer's signature: \_\_\_\_\_  
 Date: 11/10/2022  
 Check  if self-employed  
 PTIN: P00058320  
 Firm's name: NANAVATY DAVENPORT STUDLEY WHITE  
 Firm's address: 123 SOUTH MAIN ST., SUITE 140 NEWTOWN, CT 06470  
 Firm's EIN: 06-1402749  
 Phone no.: 203-426-8500

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

For Paperwork Reduction Act Notice, see the separate instructions.



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Bridgeport Neighborhood Trust, Inc.

Address: 570 State Street, Bridgeport, CT 06604

Federal Employer Identification Number: 22-2809353

Program title: ERA Funding, Outreach & Administrative Support Program

Name of contact person: Charles Griggs

Telephone number: (203) 913-9767

Email address: charles@bntweb.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Administrative funds supporting BNT's programs serving low-income persons

Description of program: \_\_\_\_\_

The ERA Funding, Outreach & Administrative Support Program would support BNT's administrative, funding and outreach functions supporting BNT's Empowerment Resource Academy (ERA) programming serving low-income persons, including the portion of administrative salaries devoted to program outreach and advertising, fundraising, accounting, oversight, and strategic planning. ERA provides homeownership, home retention and financial literacy classes and counseling to low- to moderate-income families across Connecticut, and mostly in Bridgeport where it is headquartered and provides higher value in-person counseling services.

Need for program: \_\_\_\_\_

Like most nonprofits, outside of the annual benefits they host, most grant opportunities at most will support 15% of program administrative and outreach needs, so this component of funding is sorely lacking. In fact, at BNT, only 20% of its annual grant and benefit fundraising of approximately \$500k supports these costs, which means that the appropriate support for growth is not being provided. This funding is crucial for BNT's capacity building and sustainability. As for the need of ERA's programs in Bridgeport, 64% of all renter households are housing constrained, which translates to 89,200 residents that would benefit from our services.

Neighborhood area to be served: \_\_\_\_\_

All residents in Bridgeport are available to our programming. By way of reference, in 2022 ERA's regular and ongoing education and counseling services (not including one-time state funded rental and mortgage assistance programs) were provided to 2,229 households, of which 1,404 (63%) were Bridgeport heads of households. With this funding, we expect to increase the number of households served in Bridgeport by 25% within 2 years to at least 1,750 households, representing approximately 4,700 Bridgeport residents.

Plan to implement the program: \_\_\_\_\_

The program would be put in place immediately, and should it be funded in its entirety (\$150k), which we realize is a challenge due to the significantly competitive nature of the NAA program, would be expected to increase BNT's capacity by at least 25% within 2 years. Funds raised would be used 25% for fund development, including the hiring of 1/2 person (to 1.5 persons), 30% for advertising and outreach (supporting 2 staff), and the remaining 45% for the administrative needs to support ERA program capacity building (supporting 3 staff).

**Timetable:**

Program start date: 01/01/2024  
MM - DD - YYYY  
Program completion date: 12/31/2024  
MM - DD - YYYY  
Post-project audit due date: 03/31/2025  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) <u>Portion of 2023 Budgeted Grants Available for Admin.</u>	\$180,000.00
b) <u>2023 Annual Benefit Budget</u>	\$100,000.00
c) _____	_____
d) _____	_____
	\$430,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) <u>Fund Development Salaries &amp; Benefits (30%)</u>	\$129,000.00
b) <u>Marketing &amp; Outreach Staffing (35%)</u>	\$150,500.00
c) <u>Administrations - Other Admin Staff &amp; Accounting (35%)</u>	\$150,500.00
d) _____	_____
	\$430,000.00

**Total Proposed Expenditures:**



## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
Mailing address:	_____ _____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

### Post-Project Audit

Is a post-project audit required for this proposal?

Yes

No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning and ending

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization  
**BRIDGEPORT NEIGHBORHOOD TRUST**

Doing business as  
Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**570 STATE STREET**

City or town, state or province, country, and ZIP or foreign postal code  
**BRIDGEPORT, CT 06604**

**F** Name and address of principal officer: **DORIS LATORRE**  
**SAME AS C ABOVE**

**D** Employer identification number  
**22-2809353**

**E** Telephone number  
**203-290-4255**

**G** Gross receipts \$ **6,207,969.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions  
**H(c)** Group exemption number

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.BNTWEB.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1986** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: **BRIDGEPORT NEIGHBORHOOD TRUST WORKS TO END HOUSING INSECURITY, INCOME INEQUALITY AND HOMELESSNESS**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	9
4	9
5	47
6	7
7a	0.
7b	0.

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	1,877,783.	3,122,494.
9 Program service revenue (Part VIII, line 2g)	2,078,064.	2,408,303.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,419.	226,403.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-10,792.	227,860.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,947,474.	5,985,060.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,275,366.	1,401,172.
16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,740,769.	3,796,868.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	4,016,135.	5,198,040.
19 Revenue less expenses. Subtract line 18 from line 12	-68,661.	787,020.
	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	32,086,902.	32,575,822.
21 Total liabilities (Part X, line 26)	12,410,595.	12,112,495.
22 Net assets or fund balances. Subtract line 21 from line 20	19,676,307.	20,463,327.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: **DORIS LATORRE, CHIEF EXECUTIVE OFFICER** Date: \_\_\_\_\_

Print/Type preparer's name: **MICHAEL PRUELL, CPA** Preparer's signature: **MICHAEL PRUELL, CPA** Date: **11/14/22** Check if self-employed  PTIN: **P01585061**

Firm's name: **AAFCPAS, INC.** Firm's EIN: **04-2571780**

Firm's address: **50 WASHINGTON STREET WESTBOROUGH, MA 01581** Phone no. **508-366-9100**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport, CT

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Habitat for Humanity of Coastal Fairfield County

Address: 1542 Barnum Avenue, Bridgeport, CT 06610

Federal Employer Identification Number: 22259707

Program title: Habitat CFC Program

Name of contact person: Kristen Alvanson

Telephone number: (203) 581-2941

Email address: kalvanson@habitatcfc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Habitat CFC seeks to build community and to improve lives by partnering with low-income families, community volunteers and donors to build decent and affordable homes. Since 1985, we have dedicated 279 homes helping over 1,100 family members in Fairfield County. We sell homes to families earning typically between 45% and 70% of the area median income and provide a 30-year mortgage with no down payments and with zero interest. Habitat CFC is a construction company with a green focus. We incorporate energy efficient building practices into our construction; 100% of our homes receive Energy Star certification.

Need for program: \_\_\_\_\_

Through Habitat homeownership, a family is transitioned from substandard and economically burdened housing into a home that substantially improves their living environment and ensures that the family will no longer spend more than 30% of their income on housing. Green building makes the houses we build more affordable for our homeowners, whose utility bills are lower. Placing children in new homes can have a positive effect on their health by removing them from substandard and potentially unhealthy living conditions. Over half of Bridgeport's homes were built prior to 1950, increasing the likelihood of lead poisoning in old homes.

Neighborhood area to be served: \_\_\_\_\_

Habitat CFC covers all of Coastal Fairfield County, but our work has been mainly focused in Bridgeport and largely concentrated in the East End and East Side, although we have built homes throughout the city. We prefer to build in neighborhoods where there are existing Habitat homes or where we can build clusters of Habitat homes to help further strengthen a neighborhood. The neighborhoods in which we build generally have a high percentage of minorities and our homeowners typically match the demographics of the neighborhood. It is clear that a new Habitat home tends to be the seed that begins to turn an entire neighborhood around. Other homeowners begin to improve their properties and neighbors begin to pay attention to what is happening on

Plan to implement the program: \_\_\_\_\_

Habitat CFC will build at least 10 decent, affordable homes for hardworking families in 2022. While the pandemic has slowed us down, we are continuing to build and look forward to increasing production as we are able to allow more volunteers on site. In order to reach our goal, we rely on every Habitat CFC department to play its part in making it happen. Our Construction Department keeps the building on schedule. Our Family Services Department works with future homeowner families throughout the process. Our Development Department works to secure funds needed to operate. And our Volunteer Services Department facilitates volunteer opportunities throughout the year.

**Timetable:**

Program start date: 01/01/2023  
MM - DD - YYYY  
Program completion date: 12/31/2023  
MM - DD - YYYY  
Post-project audit due date: 03/31/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) <u>Mortgage Receipts</u>	\$1,135,000.00
b) <u>Donor Contributions</u>	\$1,600,000.00
c) <u>ReStore Net</u>	\$500,000.00
d) <u>Grants &amp; Other</u>	\$2,524,000.00
	\$5,909,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Direct Construction</u>	\$2,715,000.00
b) <u>Program Compensation</u>	\$1,695,000.00
c) <u>Other Compensation</u>	\$596,000.00
d) _____	
Administrative expenses - itemized description:	
a) <u>Interest</u>	\$30,000.00
b) <u>Insurance, Legal and Accounting</u>	\$240,000.00
c) <u>Rent</u>	\$253,000.00
d) <u>Other</u>	\$380,000.00
	\$5,909,000.00

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_

\_\_\_\_\_

Mailing address: \_\_\_\_\_

Margaret E. Morton Government Center, 999 Broad St. Bridgeport, CT 06604

Name of municipal liaison: Max Perez

Telephone number: 2037272707

Fax number: 2035763979

Email address: max.perez@bridgeport.gov

### Post-Project Audit

Is a post-project audit required for this proposal?

Yes

No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
 ▶ Do not enter social security numbers on this form as it may be made public.  
 ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning and ending

- B** Check if applicable:
- Address change
  - Name change
  - Initial return
  - Final return/terminated
  - Amended return
  - Application pending

**C** Name of organization  
**HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC.**

Doing business as \_\_\_\_\_ Room/suite \_\_\_\_\_

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**1542 BARNUM AVENUE**

City or town, state or province, country, and ZIP or foreign postal code  
**BRIDGEPORT, CT 06610**

**F** Name and address of principal officer: **CAROLYN VERMONT**  
**SAME AS C ABOVE**

**D** Employer identification number  
**\*\* - \*\*\*7077**

**E** Telephone number  
**(203) 333-2642**

**G** Gross receipts \$ **5,838,491.**

**H(a)** Is this a group return for subordinates?  Yes  No

**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**H(c)** Group exemption number ▶

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.HABITATCFC.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: **1985** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: <b>THE ORGANIZATION PROVIDES HOME OWNERSHIP TO RESPONSIBLE LOW-INCOME FAMILIES THROUGH NEW</b>			
Activities & Governance	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	3	12
	3 Number of voting members of the governing body (Part VI, line 1a)	4	12
	4 Number of independent voting members of the governing body (Part VI, line 1b)	5	28
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	6	2188
	6 Total number of volunteers (estimate if necessary)	7a	0.
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7b	0.
	7b Net unrelated business taxable income from Form 990-T, Part I, line 11		
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	1,088,574.	1,640,368.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,221,692.	2,752,375.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	5,242.	325.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	783,855.	1,385,735.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	4,099,363.	5,778,803.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	1,745,994.	1,747,338.
	16b Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>315,307.</b>	0.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,603,512.	3,259,115.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	4,349,506.	5,006,453.
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	-250,143.	772,350.
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	10,271,690.	10,938,183.
	22 Net assets or fund balances. Subtract line 21 from line 20	3,615,552.	3,509,695.
		6,656,138.	7,428,488.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: **CAROLYN VERMONT, CEO** Date: \_\_\_\_\_

Type or print name and title

Print/Type preparer's name: **EDWARD G. SULLIVAN** Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm's name: **WHITTLESEY PC** Check  if self-employed PTIN: **P00579546**

Firm's address: **280 TRUMBULL ST 24TH FL HARTFORD, CT 06103** Firm's EIN: **\*\* - \*\*\*3326**

Phone no. **860.522.3111**



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Hall Neighborhood House, Inc.

Address: 52 George E. Pipkin's Way  
Bridgeport, CT 06608

Federal Employer Identification Number: 06-0676851

Program title: Hall Senior Center

Name of contact person: Robert Dzurenda

Telephone number: (203) 345-2040

Email address: rdzurenda@hnhonline.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 24,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.  
If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Senior Citizens 60-years and older

Description of program: \_\_\_\_\_

Financial assistance is requested from the Neighborhood Assistance Act grant program to fund Hall Senior Center which is open Monday through Friday 8:30am to 3:00pm. Hall Senior Center serves over 50 people daily, offering free continental breakfast and hot lunch daily; daily exercise, recreational and therapeutic activities like yoga & Tai Chi; shopping trips; and weekly health assessments monitored by Public Health RN/PhD Linda Strong of Sacred Heart University's College of Nursing students. Hall also offers Caregiver Support for caregivers of seniors.

Need for program: \_\_\_\_\_

All of Hall's seniors live on fixed incomes, over 87% of which are of low income status (below 100% of Federal Poverty Level) and cannot afford to prepare nutritious meals each day. They need help accessing community and government benefits. Hall is awarded Title III federal funds that must be matched. This NAA grant would aid in offering those matching dollars, and the NAA support will help to cover the spending gap

Neighborhood area to be served: \_\_\_\_\_

The 96% of Hall Senior Center participants live in Bridgeport's East Side, East End and other Bridgeport neighborhoods.

Plan to implement the program: \_\_\_\_\_

Hall Senior Center is open 48 weeks per year and is staffed by a Senior Center Manager. The center is open Monday through Friday 8:30am-3:00pm. Seniors are offered daily breakfast & lunch. Health and wellness checks such as blood pressure and blood sugar screenings performed by clinical nurses and nursing students from SHU every Wednesday. Balance classes, yoga, Tai Chi, and recreation are also offered. The programming keeps the older clients cognitively fit and emotionally healthy.

**Timetable:**

Program start date: 01/01/2024  
MM - DD - YYYY

Program completion date: 12/31/2024  
MM - DD - YYYY

Post-project audit due date: \_\_\_\_\_  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$24,000.00
Other funding sources - itemized sources:	
a) <u>Title III Federal Funds for Senior Center &amp; Family Caregive</u>	\$66,000.00
b) <u>Other</u>	\$1,500.00
c) <u>NewGrants</u>	\$25,000.00
d) <u>Fund Raiswers/Private Donors</u>	\$31,200.00
	\$147,700.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Salaries, employer FICA, unemployment, Workers Comp</u>	\$93,150.00
b) <u>Training, conferences, public transportation, field trips, cont</u>	\$4,500.00
c) <u>Food, office supplies, kitchen/program, maintenance supplie</u>	\$10,500.00
d) <u>Other Program Enrichment</u>	\$22,950.00
Administrative expenses - itemized description:	
a) <u>copier/printer, general maintenance, utilities, rent, taxes</u>	\$12,800.00
b) <u>Computer server/software upgrade</u>	\$800.00
c) <u>communication, property liability insurance, fingerprinting/cr</u>	\$2,000.00
d) <u>audit</u>	\$1,000.00
	\$147,700.00

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ Margaret E. Morton Government Center
Mailing address: _____ 999 Broad Street, Bridgeport, CT 06604
Name of municipal liaison: <u>Max Perez</u>
Telephone number: <u>2035763976</u>
Fax number: <u>2035793979</u>
Email address: <u>max.perez@bridgeportct.gov</u>

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
---

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2021**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

**A** For the **2021** calendar year, or tax year beginning **10/01**, 2021, and ending **9/30**, 2022

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> HALL NEIGHBORHOOD HOUSE, INC. 52 GEORGE E. PIPKIN'S WAY BRIDGEPORT, CT 06608	<b>D</b> Employer identification number 06-0676851
		<b>E</b> Telephone number
<b>F</b> Name and address of principal officer: CAROL DONNELLY SAME AS C ABOVE		<b>G</b> Gross receipts \$ 7,065,111.
<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions.
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(c)</b> Group exemption number ▶
<b>J</b> Website: ▶ HNHONLINE.ORG		<b>L</b> Year of formation: 1901 <b>M</b> State of legal domicile: CT
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <u>TO PROVIDE SERVICES THAT WILL EDUCATE, ENRICH AND EMPOWER THE LIVES OF RESIDENTS OF ALL AGES IN BRIDGEPORT AND THE SURROUNDING COMMUNITIES.</u>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a).....	<b>3</b>	12
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b).....	<b>4</b>	12
	<b>5</b> Total number of individuals employed in calendar year 2021 (Part V, line 2a).....	<b>5</b>	123
	<b>6</b> Total number of volunteers (estimate if necessary).....	<b>6</b>	625
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12.....	<b>7a</b>	0.
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11.....	<b>7b</b>	0.	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h).....	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g).....	4,453,370.	6,380,599.
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d).....	226,763.	334,240.
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e).....	5,578.	5,906.
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12).....	681,839.	333,717.
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3).....	5,367,550.	7,054,462.
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4).....		
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10).....	2,870,816.	3,670,585.
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e).....		
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ 143,309.		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e).....	1,715,963.	2,303,400.
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25).....	4,586,779.	5,973,985.	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12.....	780,771.	1,080,477.	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16).....	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26).....	10,491,913.	10,873,646.
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20.....	3,189,233.	2,518,860.
		7,302,680.	8,354,786.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date			
	ROBERT L. DZURENDA Type or print name and title	EXECUTIVE DIRECTOR			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	ROBERT J BAILEY CPA	ROBERT J BAILEY CPA			P00080579
	Firm's name ▶ HOPE & HERNANDEZ, P.C.				
	Firm's address ▶ 2600 MAIN STREET BRIDGEPORT, CT 06606	Firm's EIN ▶ 06-0993320 Phone no. 203-366-5092			

May the IRS discuss this return with the preparer shown above? See instructions.  Yes  No

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_  
Replace old chiller with new energy-efficient chiller. We have gotten three bids, this is the lowest bid.

Need for program: \_\_\_\_\_  
Our chiller broke down last Spring. We had no air conditioning for the whole summer. Discovery is a gathering place for many in the City of Bridgeport to escape the heat and also keep their children's education going throughout the Summer. Our main mission is to close the education gap between Bridgeport Public School students and those from surrounding towns with many more resources. We have free Wednesdays for Bridgeport residents and offer scholarships to students who cannot afford our Summer Programming. Last year our numbers plummeted and we had to close down the planetarium on very hot days. This effected our ability to host "Free Summer at the Museum for CT Residents." We also were not able to hold events.

Neighborhood area to be served: \_\_\_\_\_  
We serve much of Fairfield County, but our focus is on Bridgeport Public School students and Bridgeport residents as this is where the most need is and this is where the fewest resources are.

Plan to implement the program: \_\_\_\_\_  
We are renting a chiller for the Summer, while we have ordered a new chiller. We cannot go another Summer with the loss of revenue and lack of attendance at our Summer Programs. Due to pipeline issues, the new chiller will not be delivered until after the Summer, but we will have it installed and up and running for next summer.





Municipality: Bridgeport

**Form NAA-01**  
**2023 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Discovery Museum, Inc.

Address: 4450 Park Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 06-0740527

Program title: Chiller Replacement

Name of contact person: Eileen Bakos

Telephone number: (203) 416-3522

Email address: ebakos@shudiscovery.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes                       No

If **Yes**, attach a copy of the **first page** of your most recent return.  
If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

**Timetable:**

Program start date: 06/01/2023  
MM - DD - YYYY

Program completion date: 06/01/2024  
MM - DD - YYYY

Post-project audit due date: 07/01/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) <u>Line of Credit</u>	<u>\$60,255.00</u>
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>High efficiency/performance chiller (quote attached)</u>	<u>\$210,255.00</u>
b) <u>Includes installation, parts, rigging, labor</u>	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	<u>\$0.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
<b>Total Proposed Expenditures:</b>	<u>\$210,255.00</u>

**Part IV — Municipal Information**

**To be completed by the municipal agency overseeing implementation of the program**

Name of municipal agency overseeing implementation of the program: _____ _____
Mailing address: _____ _____
Name of municipal liaison: _____
Telephone number: _____
Fax number: _____
Email address: _____

<b>Post-Project Audit</b>	
Is a post-project audit required for this proposal?	
Yes	No
If Yes, date post-project audit due:	
_____	
Date	

## 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on Form NAA-01, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

---

### Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

### Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

### Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

### Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

### Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call 860-297-5687, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

**A** For the 2020 calendar year, or tax year beginning 7/01, 2020, and ending 6/30, 2021

- B** Check if applicable:
- Address change
  - Name change
  - Initial return
  - Final return/terminated
  - Amended return
  - Application pending

**C** THE DISCOVERY MUSEUM, INC.  
4450 PARK AVENUE  
BRIDGEPORT, CT 06604

**D** Employer identification number  
06-0740527

**E** Telephone number  
203-372-3521

**G** Gross receipts \$ 1,705,372.

**F** Name and address of principal officer: DAVID ZIEFF  
SAME AS C ABOVE

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: WWW.DISCOVERYMUSEUM.ORG

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 1958 **M** State of legal domicile: CT

**Part I Summary**

Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O

Activities & Governance			
<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>SEE SCHEDULE O</u>		
<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	<b>3</b>	<u>14</u>
<b>3</b>	Number of voting members of the governing body (Part VI, line 1a).....	<b>4</b>	<u>14</u>
<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b).....	<b>5</b>	<u>46</u>
<b>5</b>	Total number of individuals employed in calendar year 2020 (Part V, line 2a).....	<b>6</b>	<u>145</u>
<b>6</b>	Total number of volunteers (estimate if necessary).....	<b>7a</b>	<u>0.</u>
<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12.....	<b>7b</b>	<u>0.</u>
<b>b</b>	Net unrelated business taxable income from Form 990-T, Part I, line 11.....		
Revenue		Prior Year	Current Year
<b>8</b>	Contributions and grants (Part VIII, line 1h).....	<u>1,098,444.</u>	<u>1,080,067.</u>
<b>9</b>	Program service revenue (Part VIII, line 2g).....	<u>359,216.</u>	<u>25,065.</u>
<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7c).....	<u>59,745.</u>	<u>-170,554.</u>
<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e).....	<u>134,062.</u>	<u>170,045.</u>
<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12).....	<u>1,651,467.</u>	<u>1,104,623.</u>
Expenses		Prior Year	Current Year
<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3).....		
<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4).....	<u>761,394.</u>	<u>484,291.</u>
<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10).....		
<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e).....		
<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>131,142.</u>	<u>832,151.</u>	<u>690,548.</u>
<b>17</b>	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e).....	<u>1,593,545.</u>	<u>1,174,839.</u>
<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25).....	<u>57,922.</u>	<u>-70,216.</u>
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12.....		
Net Assets or Fund Balances		Beginning of Current Year	End of Year
<b>20</b>	Total assets (Part X, line 16).....	<u>5,252,981.</u>	<u>5,611,992.</u>
<b>21</b>	Total liabilities (Part X, line 26).....	<u>737,625.</u>	<u>980,393.</u>
<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20.....	<u>4,515,356.</u>	<u>4,631,599.</u>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: DAVID ZIEFF Date: \_\_\_\_\_  
 Type or print name and title: TREASURER

**Paid Preparer Use Only**

Print/Type preparer's name: MICHAEL A. MALETTA CPA Preparer's signature: MICHAEL A. MALETTA CPA Date: 3/24/22  
 Firm's name: MALETTA & COMPANY Check  if self-employed PTIN: P00435529  
 Firm's address: 43 ENTERPRISE DRIVE Firm's EIN: 061209905  
BRISTOL, CT 06010 Phone no.: 8605826715

April 7, 2023

Discovery Museum  
Erika Eng  
4450 Park Ave  
Bridgeport, CT 06604

RE: Discovery Museum – Chiller Replacement

Dear Mrs. Eng,

This proposal addresses the need to replace the existing Carrier 110 Ton air cooled chiller at the Discovery Museum building. The following will outline the scope of the project:

- Recover remaining refrigerant according to EPA standards
- Disconnect chilled water connections
- Provide weekday crane service to remove existing chiller and set new one in place
- Discard old chiller offsite
- Provide Trane CGAM110 Chiller
- Connect chiller to existing supply and return connections
- Insulate new chilled water piping
- Complete startup of new chiller
- Provide 1-year parts and labor warranty on new chiller
- Provide 5-year compressor part only warranty
- Excludes temporary chilled water / water balancing / glycol / high voltage electrical wiring / control wiring / overtime labor premiums / guarding / permit / zoning compliance

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	110T 410A	1	20-130 Ton Air-Cooled (CGAM)	CGAM110A2**2AXD2A1A1A1AX*A1C1A4XXA8BXA1A3A1D1XXLXX

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): 110T 410A

Air-Cooled Scroll Packaged Chiller

Startup Included - Trane Service must start equipment for warranty to be honored

110 nominal tons

Factory Assigned

80 hertz

208 volt 3 phases

High efficiency/performance

Full Factory Refrigerant Charge (HFC-410A)

With factory installed freeze protection

Refrigerant Isolation valves (discharge valve)

UL listed to US and Canadian safety standard

ASHRAE 90.1/CSA G743 - No Compliance

AHRI certified

Factory installed flow switch - set point 60 cm/sec

Standard Cooling

Grooved pipe connection

Factory insulation 0.75"

Performance based on water

Wide Ambient

Lanced aluminum fins

Across the line starter/direct on line

Single point connection main line unit power-ancillary items require other power

Circuit breaker

Enclosure type UL 1995 rated for outdoor applications

BACnet MS/TP Interface

Programmable relays

Dual high head pump

Pump flow ctrl by var speed drive

Our price to perform this work as outlined above, including all parts, necessary labor and rigging is **\$210,255.00 excluding sales tax**. Pricing is in effect for 15 days from the date of proposal. We require completed CERT -141 to honor tax exemption status. Otherwise please add tax to the proposal.

Bill Riordan  
Encon Heating and Air Conditioning  
Cell 203-521-5526  
briordan@goencon.com



4 Tower Dr  
 Wallingford, CT 06492  
 www.cmcenergy.com/csl

# Proposal

DATE: 1/6/23  
 INVOICE #  
 Project ID Discovery Museum

PROJECT ADDRESS  
 Discovery Museum  
 4450 Park Ave  
 Bridgeport, CT 06604

**BILL TO**

Discovery Museum  
 4450 Park Ave  
 Bridgeport, CT 06604

DESCRIPTION	QTY	SERVICES
<b>HVAC:</b>	1	\$ 315,125.00
Supply and install New 110 Ton Trane Chiller	1	
Demolition of existing 110 ton Carrier Chiller	1	
Recovery and Dispose refrigerant in existing chiller per EPA guidelines	1	
Disconnect and reconnect existing chilled water piping	1	
Disconnect and reconnect electrical	1	
Disconnect and reconnect controls (Standalone only)	1	
Insulation new piping	1	
Crane and Rigging	1	
Pipe and Duct Identification, labeling and tagging	1	
Shop, coordination and as built drawings	1	
Equipment start-up and testing of contractor supplied equipment	1	
Labels and tagging	1	
O & M Manuals	1	
Permit Fees included		
	<b>Subtotal</b>	\$ 315,125.00
<b>OTHER COMMENTS</b>	<b>TOTAL DL</b>	\$ 315,125.00

This quote includes all materials and labor to complete work.

If you have any questions about this invoice, please contact  
 CMC Energy Services Inc.  
 1-888-403-3500  
 Thank You For Your Business!





Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Cardinal Shehan Center

Address: 1494 Main Street  
Bridgeport, CT 06604

Federal Employer Identification Number: 06-1101081

Program title: Music (Recording Studio/DJ'ing), Arts, STEM & Cooking Programs

Name of contact person: Lorraine Gibbons

Telephone number: (203) 336-4468

Email address: lgibbons@shehancenter.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 25,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; or  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; or  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

As part of the Cardinal Shehan Center's After School & Saturday Program, we will enrich the lives of underserved children in Bridgeport, CT with the following: 1) Recording Studio: children will learn about recording music, DJ'ing, hip hop, poetry, public speaking, and careers. 2) Arts Program: children will engage in arts & crafts, drawing, photography, painting, and learn how to express themselves creatively. 3) STEM Program: hands-on projects relating to science, technology, engineering, and math, as well as invent their own creations including robots in the Lego League. 4) Cooking Program: teaches culinary arts, nutrition, and safety.

Need for program: \_\_\_\_\_

The provision of enriching and educational activities during after school hours when families are at work is critical, especially throughout the COVID-19 pandemic. Studies show that after school programs can increase academic performance, reduce risky behavior, and provide a safe environment. Academic enrichment and social expression is especially important after a year of distance learning. Providing enrichment opportunities gives youth the chance to learn new skills, unleash their potential, grow confidence, and develop healthy habits as they continue to grow and develop.

Neighborhood area to be served: \_\_\_\_\_

The Cardinal Shehan Center is located in The Hollow neighborhood of Bridgeport. This is one of Bridgeport's most impoverished and densely populated neighborhoods. While the Cardinal Shehan Center is located in this neighborhood, and serves many children from the neighborhood, children participate in this program from across the City of Bridgeport.

Plan to implement the program: \_\_\_\_\_

The programs are included in the After School & Saturday Program and are held from September through June from 2:00-5:30pm. We advertise the programs by distributing flyers to schools, through social media, attending community events, and through our already participating families. The Center's Program Directors hire and train the necessary staff to ensure that all needs are being met and outcomes are being achieved.

**Timetable:**

Program start date: 09/18/2023

Program completion date: 05/25/2024

Post-project audit due date: 06/07/2024

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$25,000.00
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	\$25,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Art supplies (photo chemicals/paper, arts/crafts materials)</u>	\$5,000.00
b) <u>STEM supplies (experiment supplies)</u>	\$2,000.00
c) <u>Recording Studio supplies (audio equipment)</u>	\$5,000.00
d) <u>Cooking ingredients</u>	\$5,000.00
Administrative expenses - itemized description:	
a) <u>Staff: Recording Studio Instructor</u>	\$2,000.00
b) <u>Staff: Art/Photo Instructor</u>	\$2,000.00
c) <u>Staff: STEM Instructor</u>	\$2,000.00
d) <u>Staff: Cooking Instructor</u>	\$2,000.00
	\$25,000.00

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
Mailing address:	_____ _____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

<b>Post-Project Audit</b>	
Is a post-project audit required for this proposal?	
Yes	No
If <b>Yes</b> , date post-project audit due:	
_____ Date	

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2021**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

A For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **CARDINAL SHEHAN CENTER, INC.**  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **1494 MAIN STREET**  
 City or town, state or province, country, and ZIP or foreign postal code: **BRIDGEPORT, CT 06604**

**D** Employer identification number: **06-1101081**

**E** Telephone number: **203-336-4468**

**G** Gross receipts \$: **2,584,913.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions  
**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ **WWW.SHEHANCENTER.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**L** Year of formation: **1964** **M** State of legal domicile: **CT**

Part I Summary		TO ENRICH LIVES THROUGH LEARNING BY ENHANCING THE EDUCATIONAL, SOCIAL, AND RECREATIONAL OPPORTUNITIES	
Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <b>TO ENRICH LIVES THROUGH LEARNING BY ENHANCING THE EDUCATIONAL, SOCIAL, AND RECREATIONAL OPPORTUNITIES</b>	
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	27
	4	Number of independent voting members of the governing body (Part VI, line 1b)	24
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	71
	6	Total number of volunteers (estimate if necessary)	100
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year: 983,396. Current Year: 1,658,901.
	9	Program service revenue (Part VIII, line 2g)	189,977. 497,547.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	432,649. 214,232.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	79,666. 42,274.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,685,688. 2,412,954.
	12		33,000. 84,000.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0. 0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	755,404. 894,018.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0. 0.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	
	16b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>90,262.</b>	391,197. 568,971.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,179,601. 1,546,989.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	506,087. 865,965.	
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12	
	20	Total assets (Part X, line 16)	Beginning of Current Year: 8,925,526. End of Year: 8,334,335.
	21	Total liabilities (Part X, line 26)	553,406. 111,623.
	22	Net assets or fund balances. Subtract line 21 from line 20	8,372,120. 8,222,712.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here** Signature of officer: **LORRAINE GIBBONS, EXECUTIVE DIRECTOR** Date: \_\_\_\_\_

**Paid Preparer Use Only** Print/Type preparer's name: **JAMES G. WOODS** Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check if self-employed  PTIN: **P01429665**

Firm's name: **VENMAN & CO. LLC, CPA'S** Firm's EIN: **06-0674034**

Firm's address: **375 BRIDGEPORT AVENUE** Phone no. **203-929-9945**

**SHELTON, CT 06484**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: BRIDGEPORT

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
BRIDGEPORT ECONOMIC DEVELOPMENT CORPORATION

Address: 10 MIDDLE STREET, 14th FLOOR  
BRIDGEPORT, CT 06604

Federal Employer Identification Number: 23-7374878

Program title: Bridgeport Brownfields Reclamation Partnership

Name of contact person: Edward Lavernoich

Telephone number: (203) 335-3800

Email address: lavernoich@brbc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 50,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes

No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Neighborhood Assistance; assessment and remediation of brownfields

Description of program: \_\_\_\_\_  
Technical assistance and project management for the assessment, remediation, and redevelopment of contaminated properties/brownfields in Bridgeport's low income neighborhoods. Collaboration and partnership with the City of Bridgeport government, Neighborhood Revitalization Zones, other neighborhood groups, and MetroCOG (regional planning agency). Current project priorities include the Bridgeport Brass Redevelopment Planning Project, Cherry Street Lofts Environmental and Infrastructure Project, and Mt Growmore Agricultural Campus, a partnership with the East End NRZ.

Need for program: \_\_\_\_\_  
Despite a generation of redevelopment successes, Bridgeport still has numerous properties where current and potential use is affected by real or perceived hazardous waste contamination. These properties are commonly known as brownfields. Residents and neighborhood organizations typically lack the background to identify, access and manage the resources that are available to assess and remediate these properties. In addition, many existing funding resources for assessment and remediation do not provide adequate funding for the project management of these activities. The City government lacks capacity to fully staff these activities.

Neighborhood area to be served: \_\_\_\_\_  
Primarily, the State-designated Bridgeport Urban Enterprise Zone, with certain other census tracts. Census tracts where these activities may occur include: 702,703 704,705,706,707, 708,709, 710, 711, 712, 713, 714, 715, 716,717,732,733, 735, 736,737, 738, 739, 740, 741, 742, 743, 744.

Bridgeport residents are expected to benefit from these activities, via the removal of certain public health risks and improved economic activity throughout the region.

Plan to implement the program: \_\_\_\_\_  
Ongoing communication with City officials to identify properties where assessment and/or remediation funding has been obtained, but have not been addressed due to the lack of local capacity. Manage existing/funded projects while seeking additional resources when needed. Meet with Neighborhood Revitalization Zones or other neighborhood groups to identify properties requiring assessment or remediation of known contamination. Inform and engage local constituencies in remediation and redevelopment. Coordinate with MetroCOG, which has consistently competed for and received EPA Assessment Grant Funding.



**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 06/30/2024  
MM - DD - YYYY

Post-project audit due date: 09/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$50,000.00
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____

Administrative expenses - itemized description:

a) <u>Personnel and office overhead</u>	\$40,000.00
b) <u>Accounting, audit and legal expenses</u>	\$10,000.00
c) _____	_____
d) _____	_____
	\$50,000.00

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ City of Bridgeport, Office of Planning and Economic Development
Mailing address: _____ Margaret E. Morton Center 999 Broad Street Bridgeport, CT 06604
Name of municipal liaison: <u>Max Perez</u>
Telephone number: <u>203 576-3976</u>
Fax number: <u>203576-3979</u>
Email address: <u>max.perez@bridgeportct.gov</u>

<p align="center"><b>Post-Project Audit</b></p> <p align="center">Is a post-project audit required for this proposal?</p> <p align="center"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p align="center">If <b>Yes</b>, date post-project audit due:</p> <p align="center">_____</p> <p align="center">Date</p>
--

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

EXTENDED TO NOVEMBER 15, 2022

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2021**

Open to Public Inspection

Form **990**

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

**A** For the 2021 calendar year, or tax year beginning \_\_\_\_\_ and ending \_\_\_\_\_

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **BRIDGEPORT ECONOMIC DEVELOPMENT**  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **10 MIDDLE STREET-14TH FL**  
 City or town, state or province, country, and ZIP or foreign postal code: **BRIDGEPORT, CT 06601**

**D** Employer identification number: **23-7374878**

**E** Telephone number: **203-335-3800**

**F** Name and address of principal officer: **EDWARD LAVERNOICH**  
**10 MIDDLE STREET, 14TH FLOOR, BRIDGEPORT, CT**

**G** Gross receipts \$: **2,092,707.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.BRBC.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**L** Year of formation: **1974** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: **IS A COMMUNITY BASED ORGANIZATION THAT DEVELOPS AND MANAGES PROGRAMS AND PROJECTS THAT**

Activities & Governance	3	13
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3 Number of voting members of the governing body (Part VI, line 1a)	4	12
4 Number of independent voting members of the governing body (Part VI, line 1b)	5	0
5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	6	0
6 Total number of volunteers (estimate if necessary)	7a	0.
7a Total unrelated business revenue from Part VIII, column (C), line 12	7b	0.
b Not unrelated business taxable income from Form 990-T, Part I, line 11		

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	97,406.	2,088,555.
9 Program service revenue (Part VIII, line 2g)	4,000.	4,150.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	4,522.	2.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	105,928.	2,092,707.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)	71,788.	84,196.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
16a Professional fundraising fees (Part IX, column (A), line 11e)		
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.	111,066.	104,849.
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	182,854.	189,045.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	-76,926.	1,903,662.
19 Revenue less expenses. Subtract line 18 from line 12		

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	143,969.	2,035,701.
21 Total liabilities (Part X, line 26)	28,006.	16,076.
22 Net assets or fund balances. Subtract line 21 from line 20	115,963.	2,019,625.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer: **EDWARD LAVERNOICH, PRESIDENT** Date: \_\_\_\_\_

Paid: Print/Type preparer's name: **SANDRA D. CALLANAN** Preparer's signature: \_\_\_\_\_ Date: **11/07/22** Check if self-employed  PTIN: **P01200948**

Preparer Use Only: Firm's name: **CIRONEFRIEDBERG, LLP** Firm's EIN: **06-1533315**

Firm's address: **6 RESEARCH DRIVE, #450 SHELTON, CT 06484** Phone no. **203-366-5876**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Connecticut Zoological Society / DBA Connecticut's Beardsley Zoo

Address: 1875 Noble Avenue, Bridgeport, CT 06610

Federal Employer Identification Number: 23-7068821

Program title: Greenhouse- New Skin and Framing

Name of contact person: Gregg Dancho

Telephone number: (203) 394-6575

Email address: gdancho@beardsleyzoo.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Installation of new greenhouse system that includes new skin and framing--The new standard in greenhouses is an insulated, double-pane unit with argon glass and a stainless-steel spacer. Proper glazing material decreases energy loss while allowing the natural spectrum of light inside to facilitate the healthy growth of the plants within. The frames are constructed to help minimize energy transfers and therefore regulate the temperature needs of an active greenhouse.

Need for program: \_\_\_\_\_

In 1969, an Ickes-Braun greenhouse was erected on the north side of the potting shed at the Zoo. Since that time, vast improvements have been made in the way of greenhouse construction materials that reduce energy consumption and optimize the efficiency of a greenhouse. It is the Zoo's goal to bring the north side greenhouse up to today's conservation standards, thereby increasing efficiency, and reducing waste and energy consumption.

Neighborhood area to be served: \_\_\_\_\_

City-wide

Plan to implement the program: \_\_\_\_\_

Once funding is complete, the Zoo will replace the north side greenhouse windows (skin) and frames with insulated, double pane units with argon glass with stainless-steel spacers. Construction to be completed by December 2024.

**Timetable:**

Program start date: 12/01/2023  
MM - DD - YYYY

Program completion date: 12/31/2024  
MM - DD - YYYY

Post-project audit due date: 03/30/2025  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) <u>Corporate Support</u>	\$50,000.00
b) <u>Foundation and Individual Support</u>	\$150,000.00
c) <u>Zoo Endowment</u>	\$150,000.00
d) <u>Grant Support</u>	\$500,000.00
	\$1,000,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Engineering Cost</u>	\$15,000.00
b) <u>Site Prep</u>	\$75,000.00
c) <u>Construction and Labor</u>	\$300,000.00
d) <u>Materials</u>	\$700,000.00
Administrative expenses - itemized description:	
a) <u>Staff</u>	\$10,000.00
b) _____	_____
c) _____	_____
d) _____	_____
	\$1,100,000.00

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Name of municipal liaison: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date



# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

---

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Central Connecticut coast YMCA dba Alpha Communtiy Services YMCA

Address: 1054 Boston Avenue, Bridgeport, CT 06610

Federal Employer Identification Number: 06-0662195

Program title: Hernan's Haven for Youth

Name of contact person: Carmen Colon, Vice President Bridgeport YMCAs

Telephone number: (203) 366-2809

Email address: ccolon@cccymca.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Housing and Homeless services

Description of program: \_\_\_\_\_

Hernan's Haven is a youth housing program with 11 units designed to support young adults between ages 18-24 who are experiencing homelessness. It was designed to not only house young adults, but give them the independence of their own space, the safety and stability of home and the wrap around services they need to be academically, fiscally, socially, emotionally and mentally well, successful and thriving. Challenged by life's stressors, being raised in poverty, surrounded by crime, neglect and abuse, the vulnerable population of young adults who continue to struggle with resources for housing, education and work force development.

Need for program: \_\_\_\_\_

Hernan's Haven does not have the funds to cover the cost of client supplies, office supplies, utility expenses, staff support, custodial supplies and occupancy contracted services. The program requires Case Managers who are uniquely positioned to understand and meet the needs of young people who have histories of homelessness, generational dysfunction, and who struggle with mental health issues and substance use disorders. From social work services, to tutoring, financial literacy, secondary education counseling and workforce development, residents of Hernan's Haven require full time support services.

Neighborhood area to be served: \_\_\_\_\_

Hernan's Haven serves youth in Bridgeport, CT as well as youth referred to us by the Fairfield County Coordinated Access network (CAN) 211 system.

Plan to implement the program: \_\_\_\_\_

In our efforts for stability of this program, We continue to advocate for service dollars from the State Department of Housing. We also continue to apply for local funding through the Community Development Block Grant along with securing private funding for this program. However the program faces a large gap in order to provide a high quality comprehensive program sufficient to meet the needs of the community. With additional funding, the Y can offer continued intensive case management services, continue to provide the workshops, and continue to provide basic needs items. Hernan's Haven request is intended to support the invisible homeless population in the City of Bridgeport and surrounding town

**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 06/30/2024  
MM - DD - YYYY

Post-project audit due date: \_\_\_\_\_  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) <u>M&amp;T Bank</u>	\$60,000.00
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Personnel Costs (includes Fringe, benefits, retirement)</u>	\$71,536.00
b) <u>Supplies (office, food, and client support supplies)</u>	\$33,464.00
c) <u>Occupancy (utilities, telephone, internet, security, maint.)</u>	\$40,000.00
d) <u>Equipment Lease/Rental (Xerox)</u>	\$5,000.00
Administrative expenses - itemized description:	
a) <u>Association Support- HR, Payroll, IT, Accounting, Admin..</u>	\$10,000.00
b) _____	_____
c) _____	_____
d) _____	_____
<b>Total Proposed Expenditures:</b>	<b>\$160,000.00</b>

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ City of Bridgeport
Mailing address: _____ Office of Planning & Economic Development, 999 Broad Street, Bridgeport, CT 06604
Name of municipal liaison: Max Perez
Telephone number: 203-576-3976
Fax number: 203-576-3979
Email address: max.perez@bridgeportct.gov

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
---

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

**2021**

**Open to Public Inspection**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

**A For the 2021 calendar year, or tax year beginning** , 2021, and ending , 20

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: CENTRAL CONNECTICUT COAST YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.  
 Doing business as: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address): 1240 CHAPEL ST  
 Room/suite: \_\_\_\_\_  
 City or town, state or province, country, and ZIP or foreign postal code: NEW HAVEN, CT 06511

**D** Employer identification number: 06-0662195  
**E** Telephone number: (203) 777-9622  
**G** Gross receipts \$: 31,162,165

**F** Name and address of principal officer: DAVID STEVENSON  
 SAME AS C ABOVE

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.  
**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ WWW.CCCYMCA.ORG  
**L** Year of formation: 1994  
**M** State of legal domicile: CT

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**Part I Summary**

Briefly describe the organization's mission or most significant activities: TO PUT JUDEO-CHRISTIAN PRINCIPLES INTO PRACTICE THROUGH PROGRAMS THAT BUILD HEALTHY SPIRIT, MIND AND BODY FOR ALL.

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: TO PUT JUDEO-CHRISTIAN PRINCIPLES INTO PRACTICE THROUGH PROGRAMS THAT BUILD HEALTHY SPIRIT, MIND AND BODY FOR ALL.		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	<b>3</b>	30
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>4</b>	28
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>5</b>	1,212
	<b>5</b> Total number of individuals employed in calendar year 2021 (Part V, line 2a)	<b>6</b>	2,301
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>7a</b>	0
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7b</b>	0
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11			
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g)	7,273,070	16,454,312
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	9,563,617	13,459,246
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	338,970	632,018
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	216,290	192,539
	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)	17,391,947	30,738,115
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		0
<b>Expenses</b>	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	13,757,668	15,002,010
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ 300,959	7,287,850	8,699,173
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	21,045,518	23,701,183
	<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	(3,653,571)	7,036,932
<b>Net Assets or Fund Balances</b>	<b>19</b> Revenue less expenses. Subtract line 18 from line 12	Beginning of Current Year	End of Year
	<b>20</b> Total assets (Part X, line 16)	42,295,471	48,852,527
	<b>21</b> Total liabilities (Part X, line 26)	11,922,318	10,843,930
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	30,373,153	38,008,597	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: \_\_\_\_\_ Date: \_\_\_\_\_  
 MELISSA KESSELL KESSELL, CFO  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: NICHOLAS YANOUZAS  
 Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Firm's name: WHITTLESEY PC  
 Firm's address: 280 TRUMBULL STREET, 24TH FLOOR, HARTFORD, CT 06103  
 Check  if self-employed PTIN: P01423868  
 Firm's EIN: 06-0903326  
 Phone no.: (860) 522-3111

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
McGivney Community Center

Address: Mailing: P.O. Box 5220, Bridgeport, CT 06610  
Site: 338 Stillman Street, Bridgeport, CT 06608

Federal Employer Identification Number: \_\_\_\_\_

Program title: McGivney's Youth Program

Name of contact person: Lorraine Gibbons

Telephone number: (203) 333-2789

Email address: lgibbons@mcgivney.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 40,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.



## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; or  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; or  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Since 1992, the McGivney Community Center has been fulfilling its mission to provide stimulating and enriching programs that foster academic success and self-esteem to the youth of Bridgeport. At McGivney's After School Program and Summer Camp, access to resources are provided to underserved Bridgeport youth through academic support, enrichment activities, recreation, character building, teamwork, and social interaction. The NAA's support will help supplement the cost of part-time staff salaries, as well as program supplies and special events to provide top quality programming to families.

Need for program: \_\_\_\_\_

There is a great need for quality and affordable out-of-school programming for children year-round in Bridgeport. At McGivney, 93% of our members fall into the extremely low, very low, and low income limits as determined by HUD. The McGivney Community Center understands the impact of poverty and the needs of our families, which has made it a pillar of support in the Bridgeport community. We are committed to providing our children with resources and opportunities that might not be available otherwise to transformatively change their lives.

Neighborhood area to be served: \_\_\_\_\_

The McGivney Community Center serves children from across the City of Bridgeport, Connecticut. The Center is located on the East Side of Bridgeport, and many of the youth that attend the After School Program and Summer Camp live within the neighborhood.

Plan to implement the program: \_\_\_\_\_

Each year through collaborative partnerships, social media, and the help of our families and alumnae, McGivney continues to grow in the number of children it is able to serve. The After School Program runs from September to June and Summer Camp runs for 7 weeks from late June to early August. The McGivney Community Center is committed to serving our community, supporting our families, and helping to cultivate future leaders.

**Timetable:**

Program start date: 7/1/2023

Program completion date: 6/30/2024

**The program completion date must not be more than two years from the program start date. A certified post-project audit is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.**

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$40,000.00
Other funding sources - itemized sources:	
a) <u>City of Bridgeport- Youth Service Bureau</u>	<u>\$7,500.00</u>
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Part Time Staff/Instructors</u>	<u>\$58,000.00</u>
b) <u>Program Supplies</u>	<u>\$5,500.00</u>
c) <u>Special Events</u>	<u>\$6,000.00</u>
d) _____	_____
Administrative expenses - itemized description:	
a) <u>Telephone</u>	<u>\$4,500.00</u>
b) <u>Insurance</u>	<u>\$4,200.00</u>
c) <u>Electric</u>	<u>\$12,000.00</u>
d) <u>Gas</u>	<u>\$6,000.00</u>
	<u>\$96,200.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If Yes, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see **Additional Information** below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program. This audit must be submitted to the municipality no later than three months after the program completion date.

## Additional Information

See the Guide to Connecticut Business Tax Credits available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

**A** For the 2021 calendar year, or tax year beginning 7/01, 2021, and ending 6/30, 2022

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** **MCGIVNEY COMMUNITY CENTER, INC**  
 338 STILLMAN STREET  
 BRIDGEPORT, CT 06610

**D** Employer identification number  
 22-3059815

**E** Telephone number  
 (203) 333-2789

**G** Gross receipts \$ 717,511.

**F** Name and address of principal officer:  
 SAME AS C ABOVE

**H(a)** Is this a group return for subordinates? Yes  No   
**H(b)** Are all subordinates included? If "No," attach a list. See instructions. Yes  No

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**H(c)** Group exemption number ▶ 0928

**J** Website: ▶ WWW.MCGIVNEY.ORG

**L** Year of formation: 1990 **M** State of legal domicile: CT

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**Part I Summary**

**1** Briefly describe the organization's mission or most significant activities: TO PROVIDE TO THE YOUTHS OF THE COMMUNITY STIMULATING AND ENRICHING PROGRAMS THAT FOSTER ACADEMIC SUCCESS AND SELF-ESTEEM.

**2** Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	24
<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	24
<b>5</b> Total number of individuals employed in calendar year 2021 (Part V, line 2a)	23
<b>6</b> Total number of volunteers (estimate if necessary)	0
<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	0.
<b>7b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	0.

	Prior Year	Current Year
<b>8</b> Contributions and grants (Part VIII, line 1h)	385,605.	434,578.
<b>9</b> Program service revenue (Part VIII, line 2g)	27,469.	84,136.
<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	22,900.	15,947.
<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	101,349.	70,743.
<b>12</b> Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12)	537,323.	605,404.

<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	307,834.	306,307.
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		
<b>b</b> Total fundraising expenses (Part IX, column (A), line 25) ▶ <u>53,888.</u>		
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	180,416.	211,682.
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	488,250.	517,989.
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	49,073.	87,415.

	Beginning of Current Year	End of Year
<b>20</b> Total assets (Part X, line 16)	1,509,640.	1,227,391.
<b>21</b> Total liabilities (Part X, line 26)	274,154.	15,877.
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	1,235,486.	1,211,514.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**  
 Signature of officer: \_\_\_\_\_ Date: \_\_\_\_\_  
LORRAINE GIBBONS EXECUTIVE DIR.  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name <b>MICHAEL A. MALETTA CPA</b>	Preparer's signature <b>MICHAEL A. MALETTA CPA</b>	Date <b>12/12/22</b>	Check <input checked="" type="checkbox"/> if self-employed	PTIN <b>P00435529</b>
Firm's name ▶ <b>MALETTA &amp; COMPANY</b>	Firm's EIN ▶ <b>061209905</b>		Phone no. <b>8605826715</b>	
Firm's address ▶ <b>43 ENTERPRISE DRIVE</b> <b>BRISTOL, CT 06010</b>				

May the IRS discuss this return with the preparer shown above? See instructions. Yes  No



Municipality: CITY OF BRIDGEPORT

**Form NAA-01**  
**2023 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
BOYS CLUB AND GIRLS CLUB OF BRIDGEPORT INC

Address: 102 PARK STREET, BRIDGEPORT CT 06608

Federal Employer Identification Number: 06-0669105

Program title: PROJECT LEARN

Name of contact person: ROBERT KEELEY

Telephone number: (203) 913-2373

Email address: INFO@JEROMEORCUTT.COM

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Our project proposes three phases of growth that will allow us to become a greater pillar of the community and serve up to 200 children and youth ages 3 to 18. With the focus on cultivating safety, unity, education and generational growth. This project will expand our After School Program and Early Childhood Development capacity and add three areas of support for the community; 1) provide additional children and youth of the East Side of Bridgeport a safe place from 7:00 am to 6:00 pm, 2) provide additional programs, that enhance academic and life opportunities and 3) expanded child care options in Bridgeport by adding a child care center for families with children 3-5 years old who are needing educational care and stability for employment.

Need for program: \_\_\_\_\_

According to the State of the Child 2019 report by the Bridgeport Child Advocacy Coalition; For the 5,470 Bridgeport children ages 3-5 in 2018, there were 68 nursery school capacity slots to serve them, with one vacancy. Our project will expand the need for additional 3-5 year old care by 200 slots. The report also stated that Math and English Language Arts/Literacy test results for Bridgeport schools show on average 55% of students do not meet the achievement level tested for, compared to 25% statewide. And 72.5% of children ages 6-17 lived in families in which both parents were in the labor force, leaving the gap from 3-6 pm to be unsupervised at times. Violent Crime on East Side is 3x to 5x grater than state and national average.

Neighborhood area to be served: \_\_\_\_\_

East Side of Bridgeport

Plan to implement the program: \_\_\_\_\_

K5 – 12, 200-child After School & Child Care Program. We are renovating the facility to meet building requirements. We have begun the permitting process and have submitted room layouts and specifications to the building department in Bridgeport, CT for their review and approval - Q223. We will replace doors, windows, implement a security and fire alarm system, outside fencing, new elevator and build out rooms to accommodate classes. We are currently going through the Child Care Center licensing process with the Department of Early Childhood Education. GO LIVE Q423

**Timetable:**

Program start date: 09/01/2023  
MM - DD - YYYY

Program completion date: 08/31/2024  
MM - DD - YYYY

Post-project audit due date: 11/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) <u>CARE FOR KIDS PROGRAM FUNDS</u>	\$800,000.00
b) <u>SPECIAL EVENTS</u>	\$50,000.00
c) <u>PRIVATE DONATIONS</u>	\$30,000.00
d) _____	_____
	\$1,030,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>DIRECTOR, TEACHERS, SUPPORT, CONSULTANTS</u>	\$721,733.00
b) <u>SUPPLIES</u>	\$116,000.00
c) <u>REPAIR, MAINTENANCE, TRASH DISPOSAL</u>	\$50,400.00
d) _____	_____
Administrative expenses - itemized description:	
a) <u>UTILITIES</u>	\$30,000.00
b) <u>ACCOUNTING, HR, LEGAL, IT, COMPLIANCE</u>	\$126,000.00
c) <u>INSURANCE</u>	\$43,800.00
d) _____	_____
	\$1,087,933.00

**Total Proposed Expenditures:**



**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
CITY OF BRIDGEPORT DEPT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Mailing address: \_\_\_\_\_  
999 BROAD STREET BRIDGEPORT CT 06608

Name of municipal liaison: MAX PEREZ

Telephone number: 203-576-3976

Fax number: 203-576-3979

Email address: max.perez@bridgeportct.gov

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                      No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

**2021**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning 07/01, 2021, and ending 06/30, 2022

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization BOYS CLUB & GIRLS CLUB OF BRIDGEPORT INC  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
102 PARK STREET  
 City or town, state or province, country, and ZIP or foreign postal code  
BRIDGEPORT, CT 06608

**D** Employer identification number 06-0669105  
**E** Telephone number 203-275-8925  
**G** Gross receipts \$ 98202

**F** Name and address of principal officer ROBERT KEELEY  
**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.  
**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ \_\_\_\_\_ **L** Year of formation: 1930 **M** State of legal domicile: CT

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**Part I Summary**

Briefly describe the organization's mission or most significant activities: \_\_\_\_\_  
 TO PROVIDE CITIZENSHIP AND LEADERSHIP DEVELOPMENT SERVICES AND CULTURAL ENRICHMENT, PERSONAL  
 EDUCATION AND SOCIAL RECREATION PROGRAMS.

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance		3	4	5	6	7a	7b
1	Briefly describe the organization's mission or most significant activities:						
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.						
3	Number of voting members of the governing body (Part VI, line 1a)						10
4	Number of independent voting members of the governing body (Part VI, line 1b)						10
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)						4
6	Total number of volunteers (estimate if necessary)						
7a	Total unrelated business revenue from Part VIII, column (C), line 12						
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11						

Revenue		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	120809	96101
9	Program service revenue (Part VIII, line 2g)	1515	2101
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	122324	98202
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		

Expenses		Prior Year	Current Year
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
14	Benefits paid to or for members (Part IX, column (A), line 4)	114932	42576
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		
16a	Professional fundraising fees (Part IX, column (A), line 11e)		
16b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 1442	100238	101720
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	215170	144296
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	-92846	-46094
19	Revenue less expenses. Subtract line 18 from line 12		

Net Assets or Fund Balances		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	573408	480177
21	Total liabilities (Part X, line 26)	70900	70900
22	Net assets or fund balances. Subtract line 21 from line 20	502508	409277

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer  
ROBERT KEELEY, EXECUTIVE DIRECTOR  
 Type or print name and title

Date

**Paid Preparer Use Only**

Print/Type preparer's name KEVIN M LAING Preparer's signature \_\_\_\_\_ Date 11/10/2022 Check  if self-employed PTIN P01896941  
 Firm's name ▶ KML ACCOUNTING AND TAX SERVICE LLC Firm's EIN ▶ 81-0981258  
 Firm's address ▶ 18 PLASKON DR 06484- Phone no. 203-914-0832

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

Form 990 (2021)

**Part III** Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:  
THE MISSION IS TO PROVIDE CITIZENSHIP &  
LEADERSHIP DEV., CULTURAL ENRICHMENT, PERSONAL,  
EDUCATION, AND SOC. PRGMS RECREATIONAL PROGRAMS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 79363 including grants of \$ ) (Revenue \$ )  
HEALTH AND SOCIAL RECREATION-DEVELOPS HEALTH AND LIFE  
SKILLS, GIVING THE CAPACITY TO YOUNG PEOPLE TO ENGAGE IN  
POSITIVE BEHAVIORS THAT NURTURE THEIR OWN WELL BEING.

4b (Code: ) (Expenses \$ 64933 including grants of \$ ) (Revenue \$ )  
SOCIAL AND RECREATIONAL DEVELOPMENT - TO ENABLE OUR YOUTH  
TO DEVELOP THEIR OWN CREATIVITY AND CULTURAL AWARENESS  
THROUGH KNOWLEDGE AND APPRECIATION OF THE VISUAL AND  
PERFORMING ARTS.

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.)  
(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 144296



Municipality: CITY OF BRIDGEPORT

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
BOYS CLUB AND GIRLS CLUB OF BRIDGEPORT INC

Address: 102 PARK STREET, BRIDGEPORT CT 06608

Federal Employer Identification Number: 06-0669105

Program title: ENERGY CONSERVATION AND GREEN PROJECTS

Name of contact person: ROBERT KEELEY

Telephone number: (203) 913-2373

Email address: INFO@JEROMEORCUTT.COM

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes

No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The Boys Club and Girls Club of Bridgeport is a 501C3 non-profit agency that has been in existence since 1893. Our mission is to provide a safe, educational, and recreational environment for the children and youth of the East Side of Bridgeport. The club is in need of new windows and an air conditioning system.

Need for program: \_\_\_\_\_

The club needs to reduce the cost of heating by installing energy efficient windows. The club also needs to install an energy efficient air conditioning system to support the children in our daycare program. We currently use inefficient fans that do not cool the rooms adequately. A proper system will allow us to keep the appropriate climatic temperature for the children in the building

Neighborhood area to be served: \_\_\_\_\_

East Side of Bridgeport

Plan to implement the program: \_\_\_\_\_

K5 – 12, 200-child After School & Child Care Program. We are renovating the facility to meet building requirements. We have begun the permitting process and have submitted room layouts and specifications to the building department in Bridgeport, CT for their review and approval - Q223. We will replace doors, windows, implement a security and fire alarm system, outside fencing, new elevator and build out rooms to accommodate classes. We are currently going through the Child Care Center licensing process with the Department of Early Childhood Education. GO LIVE Q423

**Timetable:**

Program start date: 09/01/2023  
MM - DD - YYYY

Program completion date: 08/31/2024  
MM - DD - YYYY

Post-project audit due date: 11/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>WINDOWS</u>	<u>\$100,000.00</u>
b) <u>COMMERCIAL THROUGH THE WALL UNITS</u>	<u>\$50,000.00</u>
c) <u>ROOFTOP AIR CONDITIONERSHVAC</u>	<u>\$100,000.00</u>
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$250,000.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ CITY OF BRIDGEPORT DEPT OF ECONOMIC AND COMMUNITY DEVELOPMENT
Mailing address: _____ 999 BROAD STREET BRIDGEPORT CT 06608
Name of municipal liaison: MAX PEREZ
Telephone number: 203-576-3976
Fax number: 203-576-3979
Email address: max.perez@bridgeportct.gov

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;">Yes                      <input checked="" type="checkbox"/> No</p> <p style="text-align: center;">If Yes, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
---



# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call 860-297-5687, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

**2021**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- ▶ Do not enter social security numbers on this form as it may be made public.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning 07/01, 2021, and ending 06/30, 2022

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization BOYS CLUB & GIRLS CLUB OF BRIDGEPORT INC  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) 102 PARK STREET Room/suite \_\_\_\_\_  
 City or town, state or province, country, and ZIP or foreign postal code BRIDGEPORT, CT 06608

**D** Employer identification number 06-0669105

**E** Telephone number 203-275-8925

**F** Name and address of principal officer ROBERT KEELEY

**G** Gross receipts \$ 98202

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.  
**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ \_\_\_\_\_ **L** Year of formation: 1930 **M** State of legal domicile: CT

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities:  
TO PROVIDE CITIZENSHIP AND LEADERSHIP DEVELOPMENT SERVICES AND CULTURAL ENRICHMENT, PERSONAL EDUCATION AND SOCIAL RECREATION PROGRAMS.

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	10
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	4
6	Total number of volunteers (estimate if necessary)	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	

	Prior Year	Current Year
8	120809	96101
9	1515	2101
10		
11	122324	98202
12		
13		
14	114932	42576
15		
16a		
b	1442	
17	100238	101720
18	215170	144296
19	-92846	-46094
	Beginning of Current Year	End of Year
20	573408	480177
21	70900	70900
22	502508	409277

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: ROBERT KEELEY, EXECUTIVE DIRECTOR  
 Date: \_\_\_\_\_  
 Type or print name and title: \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name: KEVIN M LAING  
 Preparer's signature: \_\_\_\_\_  
 Date: 11/10/2022  
 Check  if self-employed  
 PTIN: P01896941  
 Firm's name: KML ACCOUNTING AND TAX SERVICE LLC  
 Firm's EIN: 81-0981258  
 Phone no.: 203-914-0832  
 Firm's address: 18 PLASKON DR 06484-  
 Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Bridgeport Public Education Fund, Inc.

Address: 271 Park Avenue  
Bridgeport, CT 06604

Federal Employer Identification Number: 06-1379383

Program title: Mentoring for Academic Achievement and College/Career Success (MAACS)

Name of contact person: Faith Villegas

Telephone number: (203) 331-0551

Email address: fvillegas@bpef.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 50,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The Mentoring for Academic Achievement and College/Career Success (MAACS) is a high school mentoring and tutoring program. MAACS is dedicated to positive youth development by supporting Bridgeport Public high school students with academic/social/emotional success and post-secondary planning. MAACS mentors and tutors, who are college students themselves, meet one-on-one with referred high school students on a weekly basis. Matches meet for approximately 24 weeks of the school calendar year. The mentor-mentee and/or tutor/student matches must establish short, intermediate, and long-term goals as the relationship progresses.

Need for program: \_\_\_\_\_

The BPEF is dedicated to assisting students in the Bridgeport Public high schools to successfully graduate from high school, pursue a post-secondary education, and complete post-secondary education. The Bridgeport Public Schools district continues to experience fluctuating graduation rates, low standardized test scores and low college-attendance rates for its' graduates. Our mission and intent remains that same. We know that a student must first succeed in high school before transitioning to a post-secondary institution or any branch of the armed services. Additionally, the BPS has seen the needs of students increase to include english language learners, truancy/absenteeism, and mental health. The BPEF is aligning resources to better assist students.

Neighborhood area to be served: \_\_\_\_\_

Students attending high schools under the Bridgeport Public Schools district are served by the MAACS program. These schools include Bassick, Bpt. Military Academy, Central, and Fairchild Wheeler STEM academies (3). The locale of all schools encompasses a broad swath of the Bridgeport community.

Plan to implement the program: \_\_\_\_\_

Mentor, tutor and high school student recruitment begins on the college campuses and high schools in late August and throughout September. The students who are accepted as mentors and tutors will attend a mandatory four hour virtual orientation session. The high school students must submit a signed application and class schedule once they are approved for the MAACS program. Once the mentors and tutors have completed their required training and background checks, the formal process of mentoring and tutoring begins. Due to the fluid school structure, we anticipate mentoring and tutoring for a minimum of 12 weeks in both the fall and spring semesters.

**Timetable:**

Program start date: 08/01/2023  
MM - DD - YYYY

Program completion date: 07/30/2024  
MM - DD - YYYY

Post-project audit due date: \_\_\_\_\_  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$50,000.00
Other funding sources - itemized sources:	
a) <u>Foundations</u>	\$24,000.00
b) <u>Individuals</u>	\$20,000.00
c) <u>Scholarships donors</u>	\$35,000.00
d) _____	_____
	\$129,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>MAACS staff</u>	\$40,000.00
b) <u>Student Stipends/Scholarships</u>	\$45,000.00
c) <u>Mentor and Tutor</u>	\$16,000.00
d) _____	_____
Administrative expenses - itemized description:	
a) <u>Accounting/Payroll</u>	\$11,500.00
b) <u>BPEF staff</u>	\$18,000.00
c) <u>Internet/Telephone</u>	\$1,500.00
d) <u>Postage/subscriptions/trainings/fees</u>	\$5,000.00
	\$137,000.00

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I —General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II —Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III —Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV —Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**

**Return of Organization Exempt From Income Tax**

**2021**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Open to Public Inspection

- Do not enter social security numbers on this form as it may be made public.
- Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

**A** For the 2021 calendar year, or tax year beginning and ending

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **BRIDGEPORT PUBLIC EDUCATION FUND INC**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **446 UNIVERSITY AVENUE**  
 City or town, state or province, country, and ZIP or foreign postal code: **BRIDGEPORT, CT 06604**

**D** Employer identification number: **06-1379383**

**E** Telephone number: **(203) 331-0551**

**G** Gross receipts \$: **387,230.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions  
**H(c)** Group exemption number ▶

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ **WWW.BPEF.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: **1993** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: **TO INCREASE INVOLVEMENT OF THE GREATER BRIDGEPORT COMMUNITY IN THE BRIDGEPORT PUBLIC SCHOOL SYSTEM;**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance	3	Number of voting members of the governing body (Part VI, line 1a)	3	18	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	17	
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	28	
	6	Total number of volunteers (estimate if necessary)	6	0	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.	
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
	Revenue	8	Contributions and grants (Part VIII, line 1h)	296,004.	386,972.
9		Program service revenue (Part VIII, line 2g)	0.	0.	
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	355.	258.	
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.	
12		Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	296,359.	387,230.	
Expenses		13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	28,949.	30,550.
		14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
		15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	151,091.	148,754.
		16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
		b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>10,088.</b>	81,082.	77,572.
		17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	261,122.	256,876.
		18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	35,237.	130,354.
	19	Revenue less expenses. Subtract line 18 from line 12	261,122.	256,876.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	502,815.	619,643.	
	21	Total liabilities (Part X, line 26)	45,737.	19,557.	
	22	Net assets or fund balances. Subtract line 21 from line 20	457,078.	600,086.	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer: **FAITH VILLEGAS, EXECUTIVE DIRECTOR** Date: \_\_\_\_\_

Paid Preparer Use Only: Print/Type preparer's name: **SANDRA D. CALLANAN** Preparer's signature: \_\_\_\_\_ Date: **11/02/22** Check if self-employed  PTIN: **P01200948**

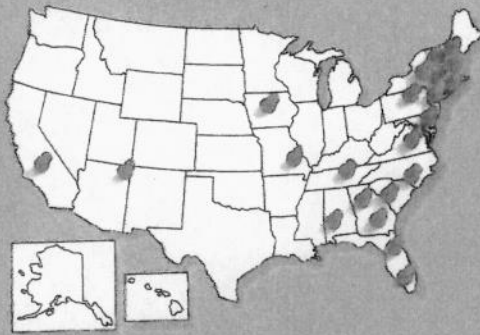
Firm's name: **CIRONEFRIEDBERG, LLP** Firm's EIN: **06-1533315**

Firm's address: **6 RESEARCH DRIVE, #450 SHELTON, CT 06484** Phone no.: **203-366-5876**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



# MAACS Impact



6% of our students earned

Massachusetts degree

79%

of our students completed their

bachelor's

20% obtained a

master's or doctorate!

Congratulations to the youth who trusted the Bridgeport Public Education Fund, Inc. to support them throughout high school and their post-secondary journey. These students received mentoring services for two (2) or more years in the Mentoring for Academic Achievement & College/Career Success (MAACS) Program and attended mandatory college and career-readiness and success workshops. Listed below are the number of high school seniors who fulfilled the eligibility requirements to become CAP scholars.

The College Assistance Program (CAP) was created in 2003 to aid former MAACS students with their post-secondary needs. Students from Bassick, Central, Fairchild Wheeler Inter-district Magnet, and Warren Harding High Schools enrolled in CAP to receive emotional, social, and financial support as they transition from high school into post-secondary education. Students receive semester stipends, emergency tuition aid, textbook help, and scholarships. Your support made all the difference.

High School Class of:	Number of MAACS Seniors who enrolled in CAP	Percentage Completed &/or Persisting	Graduated from post-secondary	Continuing Post-secondary	Stop-Out	Certification	Armed Forces
2003	15	100%	15				
2004	16	100%	16				
2005	24	100%	24				
2006	23	96%	22		1		
2007	31	94%	29		2		
2008	21	95%	20		1		
2009	33	94%	28		2	3	
2010	34	79%	26		7		1
2011	41	98%	38		1	1	1
2012	39	85%	28		6	3	2
2013	74	74%	46		19	6	3
2014	30	90%	18	9	3		
2015	44	64%	20	6	16	1	1
2016	35	100%	21	13			1
2017	33	100%	16	17			
2018	42	98%	8	33	1		
2019	57	100%	2	54			1
2020	16	100%	0	16			
2021	9	100%	0	9			
2022	14	100%	0	14			
	<b>631</b>	<b>93%</b>	<b>377</b>	<b>171</b>	<b>59</b>	<b>14</b>	<b>10</b>



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Wakeman Memorial Association (DBA Wakeman Boys & Girls Club)

Address: Smilow-Burroughs Clubhouse, 2414 Fairfield Avenue, Bridgeport, CT 06605

Federal Employer Identification Number: 06-0662198

Program title: Smilow-Burroughs Clubhouse Energy Efficient Lighting Project

Name of contact person: Margaret Reynolds, Director of Foundation and Government Relations

Telephone number: (203) 908-3381

Email address: margaret@wakemanclub.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 51,282.60

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes                       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

This energy efficiency project includes replacing 272 existing fluorescent and metal halide fixtures with new, LED fixtures that include controls to control dimming, trimming, occupancy sensing, and daylight harvesting. The fixtures can also be grouped for different scenarios based on the area use and hours of operation. The LED fixtures are high quality and will perform for many years with little maintenance. These controls will help the facility save significant energy, while increasing comfort levels and controllability.

Need for program: \_\_\_\_\_

Wakeman Boys & Girls Club, a nonprofit tax-exempt under section 501(c)(3) of the Internal Revenue Code, is in need of replacing lighting fixtures throughout the Smilow-Burroughs Clubhouse and enrolled in the Energize CT project through Earthlight to reduce energy consumption, lower the energy bill and decrease maintenance costs.

Neighborhood area to be served: \_\_\_\_\_

Smilow-Burroughs Clubhouse (SBC) is located in the West End of Bridgeport. After school and during the summer, SBC provides over 500 1st through 12th grade youth in the community with the opportunity to participate in impactful educational and enrichment programs that support long-term academic success, including successful high school graduation with a plan for college and career. The Club's programs are open to all, and no one is turned away regardless of their ability to pay.

Plan to implement the program: \_\_\_\_\_

The lighting project will be implemented as soon as possible and the funds received through the Neighborhood Assistance Act program will be applied directly to the net cost to Wakeman Boys & Girls Club through the local utility supplier.

**Timetable:**

Program start date: 01/01/2024  
MM - DD - YYYY

Program completion date: 01/31/2024  
MM - DD - YYYY

Post-project audit due date: 03/31/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$51,282.51</u>
Other funding sources - itemized sources:	
a) <u>Utility approved Incentive</u>	<u>\$35,197.08</u>
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Energy Efficient Lighting Project</u>	<u>\$86,479.59</u>
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____

**Total Proposed Expenditures:**

\$86,479.59

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                      No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning **AUG 1, 2020** and ending **JUL 31, 2021**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>WAKEMAN MEMORIAL ASSOCIATION, INC</b>		<b>D</b> Employer identification number <b>06-0662198</b>
	Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>268 POST ROAD 2ND FLOOR</b>		<b>E</b> Telephone number <b>(203)908-3381</b>
	City or town, state or province, country, and ZIP or foreign postal code <b>FAIRFIELD, CT 06824</b>		<b>G</b> Gross receipts \$ <b>7,742,501.</b>
	<b>F</b> Name and address of principal officer: <b>SABRINA E. SMELTZ</b> <b>268 POST ROAD, 2ND FLOOR, FAIRFIELD, CT 068</b>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions <b>H(c)</b> Group exemption number
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: <b>WWW.WAKEMANCLUB.ORG</b>			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			<b>L</b> Year of formation: <b>1920</b>
<b>M</b> State of legal domicile: <b>CT</b>			

**Part I Summary**

<b>1</b> Briefly describe the organization's mission or most significant activities: <b>COMMUNITY YOUTH SERVICES</b>		
<b>Activities &amp; Governance</b>	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	<b>3</b> <b>31</b>
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>4</b> <b>31</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>5</b> <b>180</b>
	<b>5</b> Total number of individuals employed in calendar year 2020 (Part V, line 2a)	<b>6</b> <b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>7a</b> <b>0.</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7b</b> <b>0.</b>
	<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year <b>3,774,147.</b> Current Year <b>4,758,254.</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>456,915.</b> <b>588,055.</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>171,864.</b> <b>318,395.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>-38,048.</b> <b>63,444.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>4,364,878.</b> <b>5,728,148.</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b> <b>0.</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b> <b>0.</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>1,587,336.</b> <b>1,903,133.</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	<b>0.</b> <b>0.</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) <b>408,408.</b>	<b>926,826.</b> <b>934,729.</b>
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>2,514,162.</b> <b>2,837,862.</b>
	<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>1,850,716.</b> <b>2,890,286.</b>
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>2,514,162.</b> <b>2,837,862.</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year <b>12,387,888.</b> End of Year <b>16,157,524.</b>
	<b>21</b> Total liabilities (Part X, line 26)	<b>404,501.</b> <b>471,080.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>11,983,387.</b> <b>15,686,444.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>SABRINA E. SMELTZ, CEO</b>	Date
	Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>JOSEPH V. BARRANCA, CPA</b>	Preparer's signature <b>JOSEPH V. BARRANCA,</b>
	Firm's name <b>CAPOSSELA, COHEN, LLC</b>	Date <b>03/10/22</b>
	Firm's address <b>368 CENTER STREET SOUTHPORT, CT 06890</b>	Check if self-employed <input type="checkbox"/> PTIN <b>P00591111</b>
		Firm's EIN <b>06-1415579</b>
		Phone no. <b>203.254.7000</b>



Municipality: \_\_\_\_\_

**Form NAA-01**  
**2023 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: Mercy Learning Center of Bridgeport, Inc.

Address: 637 Park Ave, Bridgeport, CT 06604-4611

Federal Employer Identification Number: 22-2859879

Program title: Literacy and Life Skills Program

Name of contact person: Megan Zboray

Telephone number: 203 - 334 - 6699

Email address: megan.zboray@mercylearningcenter.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.  
If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.



**Part II — Program Information**

Check the appropriate description of your program:

**100% credit percentage**

- Energy conservation; or
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

**60% credit percentage**

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; or
- Other (specify): \_\_\_\_\_

**Description of program:** Mercy Learning Center of Bridgeport, Inc. (MLC) provides basic literacy and life skills training to women with low income. MLC provides holistic instruction within a compassionate, supportive environment that allows women to learn English advance their education, earn a high school diploma, and attain life skills such as financial and health literacy. Other supports include social services, childcare, legal counsel, nursing, transportation, citizenship preparation, and a food and diaper pantry offered for all students.  
The program is open to women of all different backgrounds and all services are free.

**Need for program:** Ninety-three and a half percent of Mercy Learning Center's students report an annual household income below \$40,000 and all are primary caregivers. According to the U.S. Census Bureau, nearly 25% of Bridgeport women do not have a high school diploma. Without adequate education, it is virtually impossible for a woman to support herself and her family and maintain economic independence. Studies have found that educating mothers is the best way to boost children's academic success. Without financial support for MLC's programs, low income women will continue to struggle to pursue their education, work in minimum wage jobs, and provide for their families, perpetuating the cycle of poverty in the Greater Bridgeport community.

**Neighborhood area to be served:** Mercy Learning Center of Bridgeport, Inc. serves low income women living in Bridgeport and the surrounding community.

**Plan to implement the program:** See attached.

**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 06/30/2024  
MM - DD - YYYY

Post-project audit due date: 06/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) <u>Private Foundations</u>	<u>\$838,000.00</u>
b) <u>Corporate, Local Organizations</u>	<u>\$299,000.00</u>
c) <u>Government Grant</u>	<u>\$160,000.00</u>
d) <u>Individual Donations, Special Events, Investment Income</u>	<u>\$1,673,650.00</u>
	<u>\$2,970,650.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Personnel</u>	<u>\$2,260,150.00</u>
b) <u>Management and Occupancy</u>	<u>\$338,900.00</u>
c) <u>Instructional Programming</u>	<u>\$164,200.00</u>
d) <u>Outreach</u>	<u>\$259,800.00</u>
Administrative expenses - itemized description:	
a) <u>Board/Staff Professional Development</u>	<u>\$6,500.00</u>
b) <u>Insurances</u>	<u>\$40,800.00</u>
c) <u>Fundraising/Development/Marketing</u>	<u>\$32,300.00</u>
d) <u>Professional Services</u>	<u>\$37,000.00</u>
	<u>\$3,139,650.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



## **Mercy Learning Center of Bridgeport, Inc. Literacy and Life Skills Program Implementation**

Mercy Learning Center serves women with low income from the Greater Bridgeport area who have yet to earn a high school diploma. Over 25% of women in Bridgeport do not have high school diplomas and nearly half of households in the city speak a language other than English. The Literacy and Life Skills Program runs year-round.

During the 2021-2022 program year, MLC enrolled 504 women.

- The majority of women possessed very low income, such that 93.5% of students reported an annual household income below \$40,000 per year.
- 100% of women were the mothers or primary caregivers of children under the age of 18.
- The women represented 36 different countries of origin and identified themselves as 82% Hispanic/Latina, 11% Black/African American, 5% Asian, and 2% White.
- All of the women functioned below the intermediate level (roughly 4<sup>th</sup> grade) in reading upon enrollment.

All of MLC's adult learners struggle with a host of poverty-related issues and have made the courageous decision to empower themselves by obtaining an education for a better quality of life.

### **The Literacy and Life Skills Program**

#### **Approach**

Mercy Learning Center's approach to educating women is rooted in a belief that all women are capable of achieving their goals when given comprehensive, caring instruction and support. Each student is interviewed and evaluated upon enrollment and an individualized education plan is crafted in partnership with the student. Staff and volunteers work together to ensure that each woman sets clear goals, progresses toward those goals, and receives holistic support to help eliminate barriers to success. Mercy Learning Center maintains high standards for its students, staff, and volunteers.

Each student receives direct support from several staff members, all of whom collaborate to ensure that women's educational, social, emotional and basic needs are met. MLC pushes women to dream and succeed, while understanding that they come to the Center burdened with tremendous challenges. This combination of quality adult education, comprehensive support services, and strong relationships propels the women at MLC to achieve goals they never thought possible.

#### **Part-Time Program Track**

Mercy Learning Center's original Literacy and Life Skills Part-Time Program is entering its 36th year of operation. Each student is matched with a volunteer tutor and taught basic skills throughout the course of an academic year.

During 2021-2022, the Part-Time Program was offered 4 times a week at 2-hour interval sessions. A smaller number of volunteer tutors taught groups of between one and five students, while certified teachers taught groups of approximately fifteen students in a modified classroom setting. This model continued for the 2022-2023 academic year.

Each part-time student receives computer instruction for a minimum of four hours weekly, focused on digital literacy and employment preparation. Periodically, mandatory life skills workshops about a variety of topics including nutrition, emergency preparedness, and basic financial literacy are facilitated by different staff members. Mercy Learning Center staff work cohesively to recruit, test, enroll, place and support students, as well as to attract and retain volunteer tutors. Students with jobs gravitate toward the Part-Time Program due to its flexibility and opportunity to learn from qualified tutors.

Academic supplies and books are of no cost to students. Accessibility of these materials means that students can focus on educational progress rather than working or addressing other basic needs. The MLC Part-Time Program ensures rates of adult illiteracy in Bridgeport will continue to decrease. Students will be able to achieve high school equivalency, acquire employment with reasonable wages, and contribute positively to the Greater Bridgeport community.

### **Full-Time Program Track**

The Literacy and Life Skills Intensive Study program provides women with full time classroom instruction. Women enrolled in the program attend MLC Monday through Friday from 9am to 2pm for the duration of the school year and learn in a classroom environment taught by certified teachers. Fifteen women comprise each class including English Language Acquisition, Adult Basic Education (levels I, II, III), NEDP® and GED®. All Intensive Study students receive five hours per week of computer instruction in basic to advanced computer literacy and employment preparation. Intensive Study students are invited to participate in life skills workshops and to benefit from a series of discussions regarding topics including health, parenting, financial literacy, safety, and art appreciation. Practical skills for employment and transitioning to post-secondary education becomes a major focus as women enter more advanced classes.

The curriculum serves adult learners (seventeen years of age and older), and covers math, reading, civics/social studies, science, writing, computer technology, and family literacy. Relevant scenarios including doctor visits, grocery shopping, communicating with a landlord, and navigating public transportation are utilized in order to teach subject areas. Along the way, these students build friendships and knowledge about different cultures.

### **Support Services**

The majority of Mercy Learning Center students experience financial stress, employment and housing insecurity, complicated family dynamics, and cultural and communication barriers that impede their ability to learn. MLC provides support services to ensure that students can focus on educational achievement rather than on basic needs. Support services are available to all enrolled women and their families and include:

- **Social Services:** MLC's Case Management Team provides students with any resources or referrals they need, including legal assistance, health appointments, financial advice, medical supplies, food, clothing, and diapers.
- **Career and College Counseling:** MLC's Career and College Counselor works with students to improve their interviewing skills, locate employment opportunities, and sustain employment. The Counselor also works closely with students transitioning to

post-secondary education or job training programs, including securing scholarships and navigating the application process.

- **Early Childhood Education Program:** Mercy Learning Center provides childcare for children aged three months to four years in a licensed Early Childhood Education Program (ECEP). The ECEP promotes a multi-generational approach to learning, and ensures that children are prepared for English-dominant kindergarten programs.
- **Life Skills Workshops and Enrichment Opportunities:** MLC offers both required and optional life skills workshops regarding topics including financial literacy, nutrition, parenting and family concerns, safety, legal interactions, and housing issues. Enrichment opportunities include field trips to museums and local attractions, yoga, knitting, and other activities.

All programs and services at Mercy Learning Center are offered at no cost to participants.

## Outcomes

Mercy Learning Center's motto, "Educate a Woman... Educate a Family" speaks to the life-changing impact that its programs have on generations of family members. MLC students work diligently each day, often balancing two part time jobs, a household, and their studies. Through their work with instructors and tutors, MLC students develop essential workforce skills and increase their employability. According to the Connecticut Women and Girls Data Platform, women with a high school diploma earned 37% more per year on average than women without a high school diploma. Additionally, mother's education levels are proven to have a profound effect on children's educational achievement and health outcomes.

The desired outcomes for women enrolled at the English Language Learner level are to:

- Become fluent in English
- Advance basic education skills in order to support and assist their children in their own educational careers
- Gain the confidence and life skills to successfully navigate social systems (employment, health, education, housing, legal, civic)
- Gain and maintain living wage employment (if seeking) and/or secure more economic stability
- Earn a high school equivalency diploma through either the GED® or the NEDP®
- Transition successfully to college, other post-secondary education, or job training programs

The desired outcomes for women enrolled at the Adult Basic Education level are to:

- Advance basic education skills in order to support and assist their children with their own educations.
- Earn a high school equivalency diploma through either the GED® or the NEDP®.
- Gain the confidence and life skills to successfully navigate social systems (employment, health, transportation, education, housing, legal, and civic).
- Gain and maintain living wage employment (if seeking) and/or secure more economic stability.
- Transition successfully to college or other post-secondary education or job training programs.

The desired outcomes for the children enrolled in the Early Childhood Education Program are to:

- Be read to every day by their mother or caregiver.
- Become English-fluent and demonstrate school readiness by the time they complete preschool.
- Transition into a magnet school or other high-performing school for kindergarten.

## Evaluation

The impact of Mercy Learning Center's programs is measured by tracking both short-term and long-term outcomes. Academic progress is measured while women are actively enrolled in the program. Both during enrollment and after graduation, women's life skills achievements are tracked—including employment, post-secondary education, citizenship and community participation, and family-related accomplishments.

The following evaluation measures are used to assess student outcomes and program impact:

- **Comprehensive Adult Student Assessment System (CASAS):** A nationally recognized testing program that evaluates students' reading and math abilities, CASAS is used three times per year to evaluate student progress, chart improvement, reevaluate student competencies and assess program efficacy in a quantifiable manner.
- **Tracking student and graduate achievements:** Achievements include milestones that contribute to a woman's overall well-being and self-sufficiency such as: getting a new job, earning a job promotion, obtaining a professional certification, gaining college acceptance and scholarships, graduating from college, obtaining U.S. citizenship, getting a driver's license, etc.
- **Surveys and evaluations:** Mercy Learning Center also evaluates its programs and impact through ongoing informal conferences with students, tutors, volunteers, and staff. Surveys are distributed and workshops are held for students and volunteers each May. All staff members complete program evaluations each December and May.

## Accomplishments

Progress is depicted in a variety of ways among the diverse group of women Mercy Learning Center serves. Women who come to MLC with little or no English language proficiency demonstrate progress when they are able to explain their symptoms to a doctor independently. Students who work in minimum wage positions realize success when they receive promotions with higher wages. The women who work toward completing their high school education achieve success upon graduation.

During the 2021-2022 program year, 59 MLC alumnae were enrolled in certification programs and 22 received Women of Achievement scholarships, given to women who wish to pursue post-secondary education but don't have the resources to do so. Three graduates earned bachelor's degrees, eight earned associate's degrees, and two earned college certificates. Additionally, 54 students reported finding new jobs and 29 students passed the U.S. Citizenship exam. In 2021-2022, twenty-three women earned high school diplomas in the GED® and NEDP® programs. Cumulatively, MLC has graduated 413 women.

As a cohesive community, Mercy Learning Center students have a high rate of success. Mercy Learning Center's Adult Basic Education, GED®, and NEDP® students advance at rates that are higher than federal and state guidelines, while MLC's English Language Learning students



score nearly 25% percent higher than federal and state benchmarks. MLC's programs rank in the top 1% of adult education programs across the state of Connecticut.

Each of these achievements strengthens the Bridgeport community by increasing the number of educated and skilled workers as well as engaged parents, while creating economic stability and independence among families.

Form **990**

Department of the Treasury  
Internal Revenue Service

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2021**

Open to Public Inspection

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **MERCY LEARNING CENTER OF BRIDGEPORT, INC**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**637 PARK AVENUE**  
 City or town, state or province, country, and ZIP or foreign postal code  
**BRIDGEPORT, CT 06604**

**D** Employer identification number: **22-2859879**

**E** Telephone number: **203-334-6699**

**G** Gross receipts \$: **5,257,559.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions  
**H(c)** Group exemption number ▶

**F** Name and address of principal officer: **JANE E. FERREIRA**  
**637 PARK AVENUE, BRIDGEPORT, CT 06604**

**I** Tax-exempt status:  501(c)(3)  501(c)( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.MERCYLEARNINGCENTER.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: **1987** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: **THE CENTER EDUCATES LOW INCOME, UNDEREDUCATED WOMEN FROM PRE-LITERACY THROUGH HIGH SCHOOL**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	15
4	Number of independent voting members of the governing body (Part VI, line 1b)	14
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	53
6	Total number of volunteers (estimate if necessary)	93
7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	3,837,929.	5,094,440.
9 Program service revenue (Part VIII, line 2g)	0.	0.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	178,702.	139,086.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,016,631.	5,233,526.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	635,630.	437,363.
14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,820,366.	1,831,911.
16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>145,160.</b>	506,233.	524,459.
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,962,229.	2,793,733.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,054,402.	2,439,793.
19 Revenue less expenses. Subtract line 18 from line 12		
	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	10,114,620.	11,401,730.
21 Total liabilities (Part X, line 26)	44,388.	11,124.
22 Net assets or fund balances. Subtract line 21 from line 20	10,070,232.	11,390,606.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here** Signature of officer: **JANE E. FERREIRA, PRESIDENT & CEO**  
 Date: \_\_\_\_\_  
 Type or print name and title

**Paid Preparer Use Only**  
 Print/Type preparer's name: **JENNIFER BULL**  
 Preparer's signature: **JENNIFER BULL**  
 Date: **10/13/22**  
 Check if self-employed:   
 PTIN: **P00448361**  
 Firm's name: **PKF O'CONNOR DAVIES, LLP**  
 Firm's address: **FOUR CORPORATE DRIVE, SUITE 488 SHELTON, CT 06484-6241**  
 Firm's EIN: **27-1728945**  
 Phone no.: **203-929-3535**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Housatonic Community College

Address: 900 Lafayette Boulevard,  
Bridgeport, CT 06604

Federal Employer Identification Number: 13-4310869

Program title: Housatonic Museum of Art LED Upgrades

Name of contact person: Mario Pierce

Telephone number: (203) 332-5015

Email address: mpierce@hcc.commnet.eu

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 24,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes  No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_  
Retrofit existing fluorescent light fixtures with the Art Gallery Spaces across campus with LED fixtures that provide enhanced lighting and energy efficiency.

Need for program: \_\_\_\_\_  
Community College finances have been greatly affected like other sectors during the pandemic. This funding would greatly assist HCC with upgrading the lighting in our art gallery and provide the energy efficiency benefits and better lighting.

Neighborhood area to be served: \_\_\_\_\_  
Housatonic Community College is located in Bridgeport, Connecticut's largest city, and serves an eleven-town area in Southwestern Connecticut. A member of Connecticut State Colleges & Universities, the college opened its doors in 1966 as a branch of Norwalk Community College and became independent in 1967. In 1997 HCC moved to its present site in downtown Bridgeport. The student body reflects the diversity of the service region. Changes in student and educational goals, economic diversity, and industry needs are responded to with flexibility and responsible adjustment in programs and services. A majority of Housatonics population are marginalized and comprised of low-income, first generation college students, majority from the greater

Plan to implement the program: \_\_\_\_\_  
We plan to partner with one of our state contract vendors to assess how we might best optimize the retrofit of the gallery spaces both to address energy efficiency and poor lighting. Depending on the timing of funding disbursement, the goal will be to complete this project over the summer or another college break period.

**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 12/31/2023  
MM - DD - YYYY

Post-project audit due date: 02/01/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$24,000.00
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	\$24,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	\$24,000.00

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Name of municipal liaison: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I —General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II —Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III —Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV —Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Internal Revenue Service

Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

Date: March 10, 2006

Person to Contact:

Mr. Mason 31-07424

Customer Service Specialist

Toll Free Telephone Number:

877-829-5500

Federal Identification Number:

06-6000798

STATE OF CONNECTICUT OFFICE OF THE STATE  
COMPTROLLER  
% ANDREW LEINER PAYROLL EXAMINER II  
55 ELM ST  
HARTFORD CT 06106-1746 991

Dear Sir/Madam:

This is in response to your request of March 10, 2006, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

"Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2004-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

  
for Janna K. Skufca, Director, TE/GE  
Customer Account Services



CINCINNATI OH 45999-0038

In reply refer to: 0248222025  
Sep. 18, 2018 LTR 4076C 0  
13-4310869 000000 00  
00013793  
BODC: TE

HOUSATONIC COMMUNITY COLLEGE  
% RALPH T TYLER  
900 LAFAYETTE BLVD  
BRIDGEPORT CT 06604-4704

Federal Identification Number: 13-4310869  
Person to Contact: Customer Service  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

#### GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

#### ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

#### TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

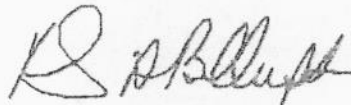
HOUSATONIC COMMUNITY COLLEGE  
% RALPH T TYLER  
900 LAFAYETTE BLVD  
BRIDGEPORT CT 06604-4704

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at [www.irs.gov/eo](http://www.irs.gov/eo).

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Kim A. Billups, Operations Manager  
Accounts Management Operations 1

Purchaser is:

United States

Name of agency

State of Connecticut

Housatonic Community College #76-0729241

Name of agency (List exemption number, if any.)

Federal credit union

Name of credit union

Connecticut municipality

Town or district and agency

Other entity exempted by Connecticut law

Name of entity

Exempting Connecticut statute

Other entity exempted by federal law

Name of entity

Exempting federal statute

or check box if acknowledgment letter from DRS is attached.

Connecticut Development Authority

Agent of a qualifying governmental agency listed above (Attach documentation of appointment as agent.)

Name of agent:

Agent's CT Tax Registration Number:

Agent's Federal Employer ID Number:

Name of qualifying governmental agency:

Appointed agent for making the following types of purchases:

Address of purchaser: 900 Lafayette Blvd, Bridgeport CT 06604-4704

Name of seller

City of Bridgeport

Address

PO Box 621  
Bridgeport, CT 06601

CT Tax Registration Number  
(If none, explain.)

Federal Employer ID Number  
06-6001865

Check one box:

Blanket certificate (CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94). See below.)

Certificate for one purchase only

Purchases that qualify for exemption under Conn. Gen. Stat. §12-412(94). Indicate the number of prior fundraising or social events during this calendar year for which you claimed exemption under Conn. Gen. Stat. §12-412(94):

Check the appropriate box(es) and provide a written description of each item purchased:

Tangible personal property

Taxable services

Description:

Building Services

### Declaration by Purchaser

The item(s) described above are tangible personal property or services being purchased under the exemption provided in Conn. Gen. Stat. §12-412(1)(A) or other applicable statute. The purchase of these items is exempt from sales and use taxes.

I declare under penalty of law that I have examined this certificate (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to DRS is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

Housatonic Community College

Name of purchaser

By:

*Angela B...*  
Signature of authorized person

Accountant

Title

4/14/23

Date

If the purchaser is an entity exempted under Connecticut law other than Conn. Gen. Stat. §12-412(1)(A), I have entered the citation of the exempting law above. If the purchaser is an entity exempted under federal law, I have entered the citation of the exempting law above, or, if there is no specific statutory authority, I have attached a copy of the letter from DRS acknowledging the exempt status.

If the purchaser is an agent of a qualifying governmental agency, I have attached a copy of the document from the qualifying governmental agency expressly designating the purchaser as agent.

Connecticut Department of Revenue Services



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Bridgeport Caribe Youth League, Inc.

Address: 1067 Park Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 20-0421577

Program title: Energy Efficient Repairs and Upgrades

Name of contact person: John Torres, Executive Director

Telephone number: (203) 913-0073

Email address: jtorres@bcyl.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes                       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; or  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; or  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_  
The purpose of this grant is to provide energy construction upgrades to the buildings on the University of Bridgeport campus which are used to support the recreation and education programs for BCYL. This, in turn, will assist in saving funds to be redirected to other programmatic needs.

Need for program: \_\_\_\_\_  
The University of Bridgeport is a 98-year-old institution which is comprised of many older buildings that were built before modern construction programs were in place. Many of the buildings do not meet current energy standards and are expensive to operate.

Neighborhood area to be served: \_\_\_\_\_  
Bridgeport

Plan to implement the program: \_\_\_\_\_  
As funds are received, work will be bid on and commence on UB properties according to the appropriate job specifications and estimates.  
John Torres, BCYL-Executive Director-Coordination of Caribe Programs  
Bryant Harrell, UB-Senior Vice President Facilities, Security and IT-Oversight of work according to job specifications

**Timetable:**

Program start date: 12/31/2023  
MM - DD - YYYY

Program completion date: 12/31/2025  
MM - DD - YYYY

Post-project audit due date: 03/31/2026  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Contracts for Energy Efficient Upgrades</u>	<u>\$150,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
City of Bridgeport

Mailing address: \_\_\_\_\_  
999 Broad Street, Suite 2, Bridgeport, CT 06604

Name of municipal liaison: Max Perez

Telephone number: 2037272707

Fax number: \_\_\_\_\_

Email address: max.perez@bridgeportct.gov

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                      No

If Yes, date post-project audit due:

03/31/2026  
\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



990

# Return of Organization Exempt From Income Tax

0047  
**2019**

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service  
For the 2019 calendar year, or tax year beginning 01-01-2019 and ending 12-31-2019  
Check if applicable:  
Address change  
Name change  
Initial return  
Final return/terminated  
Amended return  
Application pending

**C** Name of organization  
BRIDGEPORT CARIBE YOUTH LEADERS INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
1067 PARK AVENUE

City or town, state or province, country, and ZIP or foreign postal code  
BRIDGEPORT, CT 06604

**F** Name and address of principal officer:  
JOHN TORRES  
1067 PARK AVENUE  
BRIDGEPORT, CT 06604

**D** Employer identification number  
20-0421577

**E** Telephone number  
(203) 913-0073

**G** Gross receipts \$ 665,822

**H(a)** Is this a group return for subordinates?  Yes  No

**H(b)** Are all subordinates included?  Yes  No  
If "No," attach a list. (see instructions)

**H(c)** Group exemption number ▶

Tax-exempt status:  501(c)(3)  501(c) ( ) (Insert no.)  4947(a)(1) or  527

Website: WWW.BCYL.ORG

Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 2003 **M** State of legal domicile: CT

## Part I Summary

1 Briefly describe the organization's mission or most significant activities:  
TO FOSTER, IN THE CHILDREN OF THE COMMUNITY, THE IDEALS OF GOOD SPORTSMANSHIP, TEAMWORK, PRIDE, INTEGRITY, COMMITMENT AND RESPECT FOR AUTHORITY, SO THAT THEY MAY BE STRONGER AND HAPPIER CHILDREN AND WILL GROW TO BE GOOD, DECENT, HEALTHY AND TRUSTWORTHY LEADERS IN OUR COMMUNITY.

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	14
4	Number of independent voting members of the governing body (Part VI, line 1b)	13
5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	18
6	Total number of volunteers (estimate if necessary)	300
7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
7b	Net unrelated business taxable income from Form 990-T, line 39	0

	Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	514,943 / 585,508
9	Program service revenue (Part VIII, line 2g)	62,524 / 61,748
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	501 / 2,844
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-3,962 / -13,360
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	574,006 / 636,740
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	59,029 / 70,221
14	Benefits paid to or for members (Part IX, column (A), line 4)	0 / 0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	157,642 / 218,046
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0 / 0
16b	Total fundraising expenses (Part IX, column (D), line 25) ▶25,314	309,266 / 305,811
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	525,937 / 594,078
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	48,069 / 42,662
19	Revenue less expenses. Subtract line 18 from line 12	
	Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	547,619 / 599,529
21	Total liabilities (Part X, line 26)	14,719 / 22,144
22	Net assets or fund balances. Subtract line 21 from line 20	532,900 / 577,385

## Part II Signature Block

For penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer

2020-11-16  
Date



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Wakeman Memorial Association (DBA Wakeman Boys & Girls Club)

Address: Madison Avenue Clubhouse, 595 Madison Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 06-0662198

Program title: Madison Avenue Clubhouse Green Playground Project

Name of contact person: Margaret Reynolds, Director of Foundation and Government Relations

Telephone number: (203) 908-3381

Email address: margaret@wakemanclub.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 45,925.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If <b>Yes</b> , attach a copy of the <b>first page</b> of your most recent return.	
If <b>No</b> , attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.	

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Wakeman Boys & Girls Club is building an environmentally friendly playground for the new Clubhouse on Madison Avenue that will serve children ages 3-18 in the Early Learning Center and After School Program. Rubberized surfaces are popular as they are durable, low-maintenance, long-lasting, and safe for young, active children to play. We are expecting to serve 1,000 children each year during the day, after school and in the summer and want to ensure that the playground is safe and sustainable. Additionally, there will be landscaping to provide positive aesthetics, shade and some additional green space and mulch area.

Need for program: \_\_\_\_\_

Wakeman Boys & Girls Club, a nonprofit tax-exempt under section 501(c)(3) of the Internal Revenue Code, is aware of the need to preserve and protect the environment for future generations. Chemicals, manufacturing practices, and the depletion of natural resources all have the ability to negatively impact Earth in their own way. We have created an outdoor space that has eco-friendly playground equipment to benefit families and their children.

Neighborhood area to be served: \_\_\_\_\_

Wakeman Boys & Girls Club Madison Avenue Clubhouse is located in the North End/Hollow District of Bridgeport. This new 2-story 44,230 SF Boys & Girls Clubhouse will include a performing arts studio, STEM lab, fieldhouse and gymnasium, a licensed preschool, and a Southwest Community Health Center clinic open to the community and Club families. 89% of the families in the neighborhood are extremely low to low income without yards for children to play and get fresh air.

Plan to implement the program: \_\_\_\_\_

The drawings for the playground are complete and the project will be implemented as soon as funds from NAA business contributions are received.

**Timetable:**

Program start date: 01/01/2024  
MM - DD - YYYY

Program completion date: 01/31/2024  
MM - DD - YYYY

Post-project audit due date: 03/31/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$45,925.00</u>
Other funding sources - itemized sources:	
a) <u>N/A</u>	<u>                    </u>
b) _____	<u>                    </u>
c) _____	<u>                    </u>
d) _____	<u>                    </u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Landscape Improvements</u>	<u>\$13,725.00</u>
b) <u>Rubber Playground Safety Surface</u>	<u>\$32,200.00</u>
c) <u>Fencing</u>	<u>\$13,900.00</u>
d) <u>Addl. site improvements - games, benches, canopy, tables</u>	<u>\$268,255.00</u>
Administrative expenses - itemized description:	
a) _____	<u>                    </u>
b) _____	<u>                    </u>
c) _____	<u>                    </u>
d) _____	<u>                    </u>
<b>Total Proposed Expenditures:</b>	<u>\$328,080.00</u>

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
Mailing address:	_____ _____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

<b>Post-Project Audit</b>	
Is a post-project audit required for this proposal?	
Yes	No
If <b>Yes</b> , date post-project audit due:	
_____ Date	

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call 860-297-5687, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

# 2020

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning **AUG 1, 2020** and ending **JUL 31, 2021**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization  
**WAKEMAN MEMORIAL ASSOCIATION, INC**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**268 POST ROAD 2ND FLOOR**  
 City or town, state or province, country, and ZIP or foreign postal code  
**FAIRFIELD, CT 06824**  
**F** Name and address of principal officer: **SABRINA E. SMELTZ**  
**268 POST ROAD, 2ND FLOOR, FAIRFIELD, CT 06824**  
 Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**D** Employer identification number  
**06-0662198**

**E** Telephone number  
**(203) 908-3381**

**G** Gross receipts \$ **7,742,501.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions  
**H(c)** Group exemption number ▶

**J** Website: **WWW.WAKEMANCLUB.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: **1920** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: **COMMUNITY YOUTH SERVICES**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	31
4	Number of independent voting members of the governing body (Part VI, line 1b)	31
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	180
6	Total number of volunteers (estimate if necessary)	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.

	Prior Year	Current Year
8	3,774,147.	4,758,254.
9	456,915.	588,055.
10	171,864.	318,395.
11	-38,048.	63,444.
12	4,364,878.	5,728,148.
13	0.	0.
14	0.	0.
15	1,587,336.	1,903,133.
16a	0.	0.
b	408,408.	
17	926,826.	934,729.
18	2,514,162.	2,837,862.
19	1,850,716.	2,890,286.

	Beginning of Current Year	End of Year
20	12,387,888.	16,157,524.
21	404,501.	471,080.
22	11,983,387.	15,686,444.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**  
 Signature of officer: **SABRINA E. SMELTZ, CEO**  
 Date: \_\_\_\_\_

**Paid Preparer Use Only**  
 Print/Type preparer's name: **JOSEPH V. BARRANCA, CPA**  
 Preparer's signature: **JOSEPH V. BARRANCA**  
 Date: **03/10/22**  
 Check  self-employed  PTIN: **P00591111**  
 Firm's name: **CAPOSSELA, COHEN, LLC**  
 Firm's address: **368 CENTER STREET SOUTHPORT, CT 06890**  
 Firm's EIN: **06-1415579**  
 Phone no.: **203.254.7000**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
University of Bridgeport

Address: 126 Park Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 06-0546936

Program title: Adding Energy Effectiveness

Name of contact person: Elena Cahill

Telephone number: (203) 576-2389

Email address: ecahill@bridgeport.edu

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.



**Part II — Program Information**

Check the appropriate description of your program:

**100% credit percentage**

- Energy conservation; or
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

**60% credit percentage**

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; or
- Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The purpose of this grant application is to purchase and install energy efficient building systems for all of UB's older buildings. The systems include new windows, new insulated roof, new insulation, new HVAC and boiler systems. In addition, funding can be used to promote energy effectiveness and construction as model projects to interested partners to support these efforts in other places in the State of Connecticut.

Need for program: \_\_\_\_\_

The current building budgets do not include funds to provide higher energy efficiencies. These enhancements will save the institution money throughout the life of the buildings.

Neighborhood area to be served: \_\_\_\_\_

Bridgeport

Plan to implement the program: \_\_\_\_\_

Elena Cahill, VP of Innovation, Strategy and Advancement-Overall administration of the grant including matching all funds received to specific project requests as envisioned on this project.  
Bryant Harrell, VP for Physical Facilities, IT and Security-Oversight of the contract and contractors who will perform the redesign and installation of this project.

**Timetable:**

Program start date: 12/31/2023  
MM - DD - YYYY

Program completion date: 12/31/2025  
MM - DD - YYYY

Post-project audit due date: 03/31/2026  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested

\$150,000.00

Other funding sources - itemized sources:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\$150,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:

- a) New energy efficient systems
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

\$150,000.00

Administrative expenses - itemized description:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\$150,000.00

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
City of Bridgeport

Mailing address: \_\_\_\_\_  
999 Broad Street, Suite 2, Bridgeport, CT 06604

Name of municipal liaison: Max Perez

Telephone number: 2037272707

Fax number: \_\_\_\_\_

Email address: max.perez@bridgeportct.gov

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                      No

If Yes, date post-project audit due:

03/31/2026  
Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**  
 Department of the Treasury  
 Internal Revenue Service

## Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
 Do not enter social security numbers on this form as it may be made public.  
 Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047  
**2019**  
 Open to Public Inspection

**A** For the 2019 calendar year, or tax year beginning 07-01-2019, and ending 06-30-2020

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: UNIVERSITY OF BRIDGEPORT  
 Doing business as:  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: 126 PARK AVE WAHLSTROM LIBRARY7TH  
 City or town, state or province, country, and ZIP or foreign postal code: BRIDGEPORT, CT 06604

**D** Employer identification number: 06-0646936  
**E** Telephone number: (203) 576-4690  
**G** Gross receipts \$ 161,798,435

**F** Name and address of principal officer: STEPHEN HEALEY, 126 PARK AVE WAHLSTROM LIBRARY7TH, BRIDGEPORT, CT 06604

**H** (a) Is this a group return for subordinates?  Yes  No  
 (b) Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)  
 (c) Group exemption number ▶

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) 4 (insert no.)  4947(a)(1) or  527

**J** Website: HTTP://WWW.BRIDGEPORT.EDU

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 1927 **M** State of legal domicile: CT

**Part I Summary**

**1** Briefly describe the organization's mission or most significant activities:  
 THE UNIVERSITY OF BRIDGEPORT (THE UNIVERSITY) OFFERS CAREER ORIENTED UNDERGRADUATE, GRADUATE, AND PROFESSIONAL DEGREES AND PROGRAMS FOR PEOPLE SEEKING PERSONAL AND PROFESSIONAL GROWTH. THE UNIVERSITY PROMOTES ACADEMIC EXCELLENCE, PERSONAL RESPONSIBILITY, AND COMMITMENT TO SERVICE. DISTINCTIVE CURRICULA IN AN INTERNATIONAL, CULTURALLY DIVERSE, SUPPORTIVE LEARNING ENVIRONMENT PREPARE GRADUATES FOR LIFE AND LEADERSHIP IN AN INCREASINGLY INTERCONNECTED WORLD. THE UNIVERSITY IS INDEPENDENT AND NON-SECTARIAN.

**2** Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	33
<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	33
<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a)	1,999
<b>6</b> Total number of volunteers (estimate if necessary)	29
<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	156,059
<b>7b</b> Net unrelated business taxable income from Form 990-T, line 39	122,385

	Prior Year	Current Year
<b>8</b> Contributions and grants (Part VIII, line 1h)	4,494,260	5,887,781
<b>9</b> Program service revenue (Part VIII, line 2g)	132,114,953	127,489,067
<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	697,695	695,118
<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,372,113	16,327,182
<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	138,679,021	150,399,148
<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	47,380,039	44,130,797
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	0	0
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	55,574,935	52,582,531
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	0	0
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ 3,178,843		
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	44,111,104	46,929,658
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	147,066,078	143,642,986
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	-8,387,057	6,756,162

	Beginning of Current Year	End of Year
<b>20</b> Total assets (Part X, line 16)	137,344,288	128,448,654
<b>21</b> Total liabilities (Part X, line 26)	80,736,977	74,650,418
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	46,607,311	53,798,236

**Part II Signature Block**  
 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: \_\_\_\_\_ Date: 2021-05-17

STEPHEN HEALEY INTERIM PRESIDENT  
 Type or print name and title

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P00431862
Firm's name ▶ MARCUM LLP			Firm's EIN ▶ 11-1986323	
Firm's address ▶ 555 LONG WHARF DRIVE NEW HAVEN, CT 06511			Phone no. (203) 781-9600	

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
University of Bridgeport

Address: 126 Park Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 06-0646936

Program title: Jobs for Bridgeport

Name of contact person: Elena Cahill

Telephone number: (203) 576-2389

Email address: ecahill@bridgeport.edu

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes                      No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

**Part II — Program Information**

Check the appropriate description of your program:

**100% credit percentage**

- Energy conservation; or
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

**60% credit percentage**

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; or
- Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The University of Bridgeport seeks to enhance its work as a community centered, workforce focused institution of higher learning. It seeks to provide education and training leading to employment as a foundation for lifelong learning. Most of the UB college students for this program are referred by local community based organizations and are low income students requiring tuition assistance.

Need for program: \_\_\_\_\_

The Bridgeport labor market area continues to experience chronic unemployment. At the same time, job training funds in the area have decreased, creating great needs for retraining our unemployed and under-employed workforce.

Neighborhood area to be served: \_\_\_\_\_

Bridgeport Area

Plan to implement the program: \_\_\_\_\_

University of Bridgeport-Training invocational areas and ESL.

**Timetable:**

Program start date: 12/31/2023  
MM - DD - YYYY

Program completion date: 12/31/2025  
MM - DD - YYYY

Post-project audit due date: 03/31/2026  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	\$150,000.00
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	\$150,000.00

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) Tuition	\$150,000.00
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	\$150,000.00

**Total Proposed Expenditures:**



**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ City of Bridgeport
Mailing address: _____ 999 Broad Street, Suite 2, Bridgeport, CT 06604
Name of municipal liaison: <u>Max Perez</u>
Telephone number: <u>2037272707</u>
Fax number: _____
Email address: <u>max.perez@bridgeportct.gov</u>

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes                      No</p> <p style="text-align: center;">If Yes, date post-project audit due:</p> <p style="text-align: center;"><u>03/31/2026</u> Date</p>
--

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**  
 Department of the Treasury  
 Internal Revenue Service

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
 Do not enter social security numbers on this form as it may be made public.  
 Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047  
**2019**  
 Open to Public Inspection

**A** For the 2019 calendar year, or tax year beginning 07-01-2019, and ending 06-30-2020

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: UNIVERSITY OF BRIDGEPORT  
 Doing business as: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: 126 PARK AVE WAHLSTROM LIBRARY7TH  
 City or town, state or province, country, and ZIP or foreign postal code: BRIDGEPORT, CT 06604

**D** Employer identification number: 06-0646936

**E** Telephone number: (203) 576-4690

**G** Gross receipts \$ 161,788,435

**F** Name and address of principal officer:  
 STEPHEN HEALEY  
 126 PARK AVE WAHLSTROM LIBRARY7TH  
 BRIDGEPORT, CT 06604

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)  
**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) 4 (insert no.)  4947(a)(1) or  527

**J** Website: HTTP://WWW.BRIDGEPORT.EDU

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**L** Year of formation: 1927 **M** State of legal domicile: CT

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities:  
 THE UNIVERSITY OF BRIDGEPORT (THE UNIVERSITY) OFFERS CAREER ORIENTED UNDERGRADUATE, GRADUATE, AND PROFESSIONAL DEGREES AND PROGRAMS FOR PEOPLE SEEKING PERSONAL AND PROFESSIONAL GROWTH. THE UNIVERSITY PROMOTES ACADEMIC EXCELLENCE, PERSONAL RESPONSIBILITY, AND COMMITMENT TO SERVICE. DISTINCTIVE CURRICULA IN AN INTERNATIONAL, CULTURALLY DIVERSE, SUPPORTIVE LEARNING ENVIRONMENT PREPARE GRADUATES FOR LIFE AND LEADERSHIP IN AN INCREASINGLY INTERCONNECTED WORLD. THE UNIVERSITY IS INDEPENDENT AND NON-SECTARIAN.

**Activities & Governance**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	33
4	Number of independent voting members of the governing body (Part VI, line 1b)	33
5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	1,999
6	Total number of volunteers (estimate if necessary)	29
7a	Total unrelated business revenue from Part VIII, column (C), line 12	156,059
7b	Net unrelated business taxable income from Form 990-T, line 39	122,385

	Prior Year	Current Year
<b>8</b> Contributions and grants (Part VIII, line 1h)	4,494,260	5,887,781
<b>9</b> Program service revenue (Part VIII, line 2g)	132,114,953	127,489,067
<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	697,695	695,118
<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,372,113	16,327,182
<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	47,380,039	44,130,797
<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	55,574,935	52,582,531
<b>15a</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0	0
<b>15b</b> Professional fundraising fees (Part IX, column (A), line 11e)		
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ 3,176,843	44,111,104	46,929,658
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	147,066,078	143,642,986
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	-8,387,057	6,756,162
<b>19</b> Revenue less expenses. Subtract line 18 from line 12		
	Beginning of Current Year	End of Year
<b>20</b> Total assets (Part X, line 16)	137,344,298	128,448,654
<b>21</b> Total liabilities (Part X, line 26)	88,736,977	74,650,418
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	48,607,311	53,798,236

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: \_\_\_\_\_ Date: 2021-05-17

**Sign Here**  
 STEPHEN HEALEY INTERIM PRESIDENT  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P00431862
Firm's name ▶ MARCUM LLP			Firm's EIN ▶ 11-1986323	
Firm's address ▶ 555 LONG WHARF DRIVE NEW HAVEN, CT 06511			Phone no. (203) 781-9600	

Print Form

Reset Form



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Mutual Housing Association of Southwestern Connecticut, Inc.

Address: 1235 Huntington Turnpike, Trumbull CT 06611

Federal Employer Identification Number: 22-3035152

Program title: Clinton Commons (91 Clinton Street) Fire, Safety and Security Upgrades - Necessary Flooring

Name of contact person: Steve Gulick (Ext 1730)

Telephone number: (203) 359-4960

Email address: sgulick@cthousingpartners.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

**Part II — Program Information**

Check the appropriate description of your program:

**100% credit percentage**

- Energy conservation; or
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

**60% credit percentage**

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; or
- Other (specify): Fire, Safety and Security Upgrades and Necessary Flooring

Description of program: \_\_\_\_\_  
See attachment.

Need for program: \_\_\_\_\_  
See attachment.

Neighborhood area to be served: \_\_\_\_\_  
See attachment.

Plan to implement the program: \_\_\_\_\_  
See attachment.

**Timetable:**

Program start date: 06/01/2023  
MM - DD - YYYY

Program completion date: 04/01/2025  
MM - DD - YYYY

Post-project audit due date: 07/01/2025  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>New Fire Monitoring Service and Upgrade</u>	<u>\$52,000.00</u>
b) <u>Camera System Upgrade and Additional Security Cameras</u>	<u>\$11,000.00</u>
c) <u>New Entry System</u>	<u>\$4,900.00</u>
d) <u>Necessary Flooring Common Area and Some Units</u>	<u>\$73,100.00</u>
Administrative expenses - itemized description:	
a) <u>Project Supervision, Audit, Administration</u>	<u>\$9,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
City of Bridgeport	_____
Mailing address:	_____
999 Broad Street, Bridgeport CT 06604	_____
Name of municipal liaison:	Max Perez _____
Telephone number:	(203) 576-3976 _____
Fax number:	(203) 576-3979 _____
Email address:	max.perez@bridgeportct.gov _____

### Post-Project Audit

Is a post-project audit required for this proposal?

| | Yes | | No

If Yes, date post-project audit due:

\_\_\_\_\_ Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



## ATTACHMENTS

### Description of Program:

Mutual Housing Association of Southwestern Connecticut (MHASWCT) has been preserving communities and enhancing the quality of life for low-income families in Connecticut since 1990. MHASWCT's mission is to create and sustain innovative housing, revitalize neighborhoods, and enhance the quality of life for low and moderate-income residents. MHASWCT is a community builder and a nonprofit developer that strives to improve the quality of life through affordable housing opportunities to low-to-moderate income families in Connecticut. To meet this challenge, MHASWCT focuses on two main areas: Affordable Housing Development and Property Management.

Building affordable housing is MHASWCT's core mission. Our developments and programs have produced more than \$110 million in community investments and provided safe, secure, affordable housing to more than 1000 residents. Each year, our property management division handles annual revenue exceeding \$6.3 million, and we provide more than \$2.5 million in professional maintenance services.

The proposed project for NAA funding will focus on necessary fire, safety and security upgrades and necessary flooring replacement in one of MHASWCT's Bridgeport properties, Clinton Commons. Clinton Commons is a 4 story, 33-unit affordable housing development built in 2014 at 91 Clinton Avenue in Bridgeport offering a mix of one, two and three-bedroom rental units. These smoke free units boast air conditioning, cable ready, gas range, a laundry facility, hardwood flooring, oversized closets, stainless steel appliances, an elevator and disability access. Clinton Commons is minutes from public transportation, Metro-North Train Station and I-95. Clinton Commons is also a Green Community.

In this funding round this property will receive the following fire, safety and security upgrades and necessary flooring replacement:

### Scope of Work:

#### Building Fire Alarm Upgrade and Services

- Replace the existing cellular communicator currently connected to the fire alarm control panel.
- Program the communicator to transmit alarm signals to the ADT monitoring center.
- Transmit test signals from each of the alarm system devices to verify that all alarm device signals are received by the monitoring center.
- Recurring Monthly charges to include
  - Monitoring
  - ADT Service Plan (maintenance)

- Signaling (cellular service charge)
- Test/Inspection (annual, per fire code)

### **Safety and Security Upgrades – Video System Expansion**

- Upgrade existing video surveillance system.
- Upgrade video recorder.
- Replace/upgrade cameras.
- Install new cameras at a number of locations.

### **Necessary Flooring Replacement**

- Replace flooring in 1, 2, 3-bedroom units and townhouse units where necessary.
- Replace common area flooring with LVT flooring.

### **Need for Program:**

Built in 2014, Clinton Commons is located in the West end of Bridgeport. It is a 33-unit family affordable development which serves clients who earn less than 60% of the area's median family income. The existing fire, safety and security systems need upgrading, monitoring and monthly and annual servicing. The floor in some units and the common area desperately needs replacement. The upgrades described for this property will have a positive impact on the residents and their environment and will help MHASWCT to continue to provide a safe and secure environment and a quality of living for 33 families living in the units by:

1. Providing a safe environment with upgrades and additions to the fire, safety and security systems, as well as maintenance and monitoring of the systems.
2. Addressing the ongoing needs to maintain the residents' units and the interior common areas of the building/property by replacing necessary areas within the building/property.

MHASWCT is seeking \$150,000.00 in investment funds from the Connecticut Neighborhood Assistance Tax Credit Program to support the fire, safety and security upgrades as well as related monitoring; and necessary interior flooring replacement described above for Clinton Commons.

### **Bridgeport's West End Community**

Bridgeport is the largest city in the state with a total population of 148,333 (2021). The average Bridgeport household size is 2.72 and earns \$46,445 (Census 2021).

Located on the West end of Bridgeport adjacent to the Town of Fairfield, the West End neighborhood borders the Long Island Sound and is bisected by I-95 and the Amtrak/Metro-North rail line. The West End is characterized by a tight weave of industry and service sector jobs with housing typical of the pre-World War I industrial era with walk-to-work neighborhoods. The median family income for the West End is approximately \$40,555.

The consequence of the harsh reality of housing in Bridgeport is that low-income families are either living in substandard housing or they are on the brink of homelessness. Residents are not prepared for unexpected expenses, a job loss, or any financial burdens. Thus, the result is more families have nowhere to turn and many will become homeless without the services and housing development that MHASWCT provides.

The proposed upgrades in fire, safety and security upgrades for Clinton Commons will keep the residents in a safe and secure environment. The necessary flooring replacement is to continue to improve the quality of life for the residents of Clinton Commons. By using proceeds from NAA tax credits, MHASWCT can make these improvements as part of its overall housing redevelopment strategy.

### **Plan to Implement the Program**

MHASWCT's Chief Executive Officer, Renée Dobos, who oversees a staff of 22 and leads all of MHASWCT's real estate development activities from concept through to construction, including property acquisition, financial feasibility, obtaining funding, construction management, and property management; will be the over-arching over-seer of the program on MHASWCT's behalf, in which 10% of her time will be dedicated to ensuring MHASWCT remains in compliance throughout the entire NAA Tax Credit program period.

Steve Gulick, MHASWCT's Vice President of Real Estate, is specifically responsible for the packaging of the NAA Tax Credit application. He is also primarily responsible for replacement, implementation, and commissioning of energy-efficient improvements at each of the projects.

Robin Jerrild, MHASWCT's Director of Development, who oversees all marketing, fund raising, grant application and administration is specifically responsible for securing a corporate partner or partners for the financing and investment of NAA Tax Credit funds.

Minerva Martinez, Director of Operations, oversees the day-to-day operations of the property and asset management teams. She will be specifically responsible for any required subsequent reporting to the City of Bridgeport and/or Department of Revenue Services post tax credit distribution.

Having such well-rounded dedicated staff on MHASWCT's team will ensure that the NAA Tax Credit program will be implemented in a responsible and timely manner as we provide critical fire, safety, and security upgrades as well as necessary flooring replacements for the property/buildings occupied by low-income residents of the City of Bridgeport.

**Return of Organization Exempt From Income Tax**

**2021**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning 2021, and ending 20

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** **MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CT, INC.**  
 1235 HUNTINGTON TURNPIKE  
 TRUMBULL, CT 06611

**D** Employer identification number  
 22-3035152

**E** Telephone number  
 (203) 359-6940

**G** Gross receipts \$ 2,661,661.

**H(a)** Is this a group return for subordinates? Yes  No

**H(b)** Are all subordinates included? If "No," attach a list. See instructions. Yes  No

**F** Name and address of principal officer:  
 SAME AS C ABOVE

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: ▶ CTHOUSINGPARTNERS.ORG

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 1996 **M** State of legal domicile: CT

**H(c)** Group exemption number ▶

Part I Summary		Prior Year	Current Year
1 Briefly describe the organization's mission or most significant activities: <u>SEE SCHEDULE O</u>			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
Activities & Governance	3	Number of voting members of the governing body (Part VI, line 1a)	14
	4	Number of independent voting members of the governing body (Part VI, line 1b)	14
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	21
	6	Total number of volunteers (estimate if necessary)	50
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.
	Revenue	8	Contributions and grants (Part VIII, line 1h)
9		Program service revenue (Part VIII, line 2g)	1,348,194.
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	-802,460.
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	48,528.
12		Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,570,750.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	
	14	Benefits paid to or for members (Part IX, column (A), line 4)	
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	942,112.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>375.</u>	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,013,874.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,955,986.
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12	-1,385,236.
	20	Total assets (Part X, line 16)	16,448,869.
	21	Total liabilities (Part X, line 26)	3,063,103.
	22	Net assets or fund balances. Subtract line 21 from line 20	13,385,766.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: RENEE DOBOS Date: EXECUTIVE DIR.

**Paid Preparer Use Only**

Print/Type preparer's name: JASON D. GEEL CPA Preparer's signature: JASON D. GEEL CPA Date: 7/29/22 Check  if self-employed PTIN: P01664437

Firm's name: ▶ MALETTA & COMPANY Firm's EIN: ▶ 061209905

Firm's address: ▶ 43 ENTERPRISE DRIVE Phone no.: 8605826715  
BRISTOL, CT 06010



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
The Center for Family Justice, Inc.

Address: 753 Fairfield Avenue, Bridgeport, CT 06604-3727

Federal Employer Identification Number: 06-0646991

Program title: CFJ's Expansion & Renovation Project

Name of contact person: Catherine Burns

Telephone number: (203) 993-8133

Email address: cburns@centerforfamilyjustice.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes  No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The Center for Family Justice is planning to expand and renovate space to accommodate the 32% increase in domestic violence and sexual assault victims that we have witnessed in the wake of the Covid-19 pandemic. We plan to accommodate this increase in services with additional staff. Many of our partner agencies' offices (who were working remotely during the lockdown) are being used now by new staff. We would like our partners to return on-site once we are able to accommodate the additional 4,500 square feet of office space for new staff.

Need for program: \_\_\_\_\_

The Center for Family Justice has witnessed a 32% overall increase in the demand for our services. In the wake of the pandemic, more victims of DV and sexual assault were trapped in their homes with their abusers, suffering even more severe violence. The numbers speak for themselves:  
Domestic Violence Advocacy Services: 1,581 clients served (+11%)  
Sexual Assault Advocacy Services: 610 clients served (+39%)  
Child Advocacy Center Services 210 clients served (+1%)  
Civil Court Services 241 clients served (+18%)

Neighborhood area to be served: \_\_\_\_\_

The Greater Bridgeport area - which also includes Trumbull, Stratford, Monroe, Fairfield and Easton.

Plan to implement the program: \_\_\_\_\_

Our intention is to begin the renovation as soon as November 1, 2023 and conclude September 30, 2024.





**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ _____
Mailing address: _____ _____
Name of municipal liaison: _____
Telephone number: _____
Fax number: _____
Email address: _____

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input type="radio"/> Yes                      <input type="radio"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
--

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

EXTENDED TO MAY 15, 2023

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

**2021**

Open to Public Inspection

Form **990**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

**A** For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization  
**THE CENTER FOR FAMILY JUSTICE INC.**

Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**753 FAIRFIELD AVENUE**

City or town, state or province, country, and ZIP or foreign postal code  
**BRIDGEPORT, CT 06604**

**F** Name and address of principal officer: **DEBRA GREENWOOD**  
**753 FAIRFIELD AVE, BRIDGEPORT, CT 06604**

**D** Employer identification number  
**06-0646991**

**E** Telephone number  
**203-334-6154**

**G** Gross receipts \$ **5,490,510.**

**H(a)** Is this a group return for subordinates?  Yes  No

**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**H(c)** Group exemption number ▶

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ **WWW.CENTERFORFAMILYJUSTICE.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: **1895** **M** State of legal domicile: **CT**

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: **TO STRENGTHEN WOMEN AND FAMILIES AND ELIMINATE VIOLENCE AND ABUSE THROUGH EDUCATION, INTERVENTION,**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance	3	Number of voting members of the governing body (Part VI, line 1a)	23		
	4	Number of independent voting members of the governing body (Part VI, line 1b)	23		
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	69		
	6	Total number of volunteers (estimate if necessary)	100		
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	-1,287.		
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.		
	Revenue	8	Contributions and grants (Part VIII, line 1h)	4,284,191.	4,999,217.
9		Program service revenue (Part VIII, line 2g)	38,387.	60,644.	
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	25,751.	15,459.	
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	221,860.	223,290.	
12		Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,570,189.	5,298,610.	
Expenses		13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	168,878.	118,271.
		14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
		15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	2,646,390.	3,049,980.
		16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
		16b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>533,923.</b>	820,338.	839,107.
		17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	3,635,606.	4,007,358.
18		Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	934,583.	1,291,252.	
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12	4,356,643.	5,768,506.	
	20	Total assets (Part X, line 16)	937,887.	1,125,199.	
	21	Total liabilities (Part X, line 26)	3,418,756.	4,643,307.	
22	Net assets or fund balances. Subtract line 21 from line 20				

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here** Signature of officer  
**DEBRA GREENWOOD, EXECUTIVE DIRECTOR**  
 Type or print name and title

Date

**Paid** Print/Type preparer's name  
**KIMBERLY NAPP**  
 Preparer's signature Date Check if self-employed PTIN **P01390521**

**Preparer Use Only** Firm's name ▶ **WHITTLESEY PC** Firm's EIN ▶ **06-0903326**  
 Firm's address ▶ **280 TRUMBULL ST 24TH FL** Phone no. **860.522.3111**  
**HARTFORD, CT 06103**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Central Connecticut coast YMCA dba Bridgeport YMCA

Address: 850 Park Avenue Bridgeport, CT 06604

Federal Employer Identification Number: 06-0662195

Program title: Bridgeport YMCA - RALPHOLA TAYLOR COMMUNITY CENTER

Name of contact person: Carmen Colon, Vice President Bridgeport YMCAs

Telephone number: (203) 334-5551

Email address: ccolon@cccymca.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 50,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Youth Development

Description of program: \_\_\_\_\_

The Bridgeport YMCA-Ralphola Taylor Community Center YMCA (Bridgeport Y-RTCC), a branch of the Central Connecticut Coast YMCA (CCCY), provides a variety of recreational, academic, and youth development programs targeted primarily toward young people living in the East End, East Side, and South End of Bridgeport. In addition to formal programming, the RTCCY serves as a safe haven for youth to enjoy open gym, access to computers, get homework help, or participate with their families in recreation nights and continues to build on existing youth and teens programs emphasizing on STEM, teen internship, teen mentoring, teen leaders club and safety around water

Need for program: \_\_\_\_\_

The Bridgeport Y- RTCC have begun the process to obtain an Office of Early Childhood camp license. With additional funding, RTCCY can hire additional staff that will meet all the state requirements which includes a qualified nurse/first aid approved staff by these state standards. This will allow us to offer additional services for school age children and to support them in positive youth development activities as well as supporting families in providing care on off days during the school year. We would like to offer field trips to our days off program as a new component as well as having funding to provide outside specialists and programming that brings new exposure and experiences to our youth.

Neighborhood area to be served: \_\_\_\_\_

The Bridgeport Y-Ralphola Taylor Community Center serves Bridgeport's East End, East Side, and South End of Bridgeport however we accept all children in the Bridgeport area.

Plan to implement the program: \_\_\_\_\_

If we do not receive the requested funding or receive less than the amount requested, the Bridgeport YMCA Ralphola Taylor Community Center will continue to provide services but will monitor the hours in programming. Along with this funding, the Bridgeport Y's child care and early education programs are funded with a combination of government and private funding. Our staff works to develop excellent relationships with public funders by maintaining the quality of programming. In addition, staff members seek funding and collaboration opportunities in the private sector both to enrich programming and leverage resources.

**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 06/30/2024  
MM - DD - YYYY

Post-project audit due date: \_\_\_\_\_  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$50,000.00</u>
Other funding sources - itemized sources:	
a) <u>State of CT Judicial</u>	<u>\$124,585.00</u>
b) <u>State of CT Judicial</u>	<u>\$35,000.00</u>
c) <u>City of Bridgeport - ARPA Youth &amp; Education</u>	<u>\$200,000.00</u>
d) _____	
	<u>\$359,585.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Personnel (includes fringe, benefits, retirement)</u>	<u>\$251,204.00</u>
b) <u>Supplies (food, office, program supplies and custodial)</u>	<u>\$45,000.00</u>
c) <u>Field Trips, Program Transportation</u>	<u>\$40,000.00</u>
d) <u>Maintenance/Repair Contracted Services</u>	<u>\$63,381.00</u>
Administrative expenses - itemized description:	
a) <u>Association Support- HR, Payroll, IT, Accounting, Admin..</u>	<u>\$10,000.00</u>
b) _____	
c) _____	
d) _____	
	<u>\$409,585.00</u>

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
City of Bridgeport	_____
Mailing address:	_____
Office of Planning & Economic Development, 999 Broad Street, Bridgeport, CT 06604	_____
Name of municipal liaison:	Max Perez
Telephone number:	203-576-3976
Fax number:	203-576-3979
Email address:	max.perez@bridgeportct.gov

### Post-Project Audit

Is a post-project audit required for this proposal?

Yes

No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I —General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II —Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III —Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures.

**Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV —Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.



# Return of Organization Exempt From Income Tax

**2021**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the **2021** calendar year, or tax year beginning , 2021, and ending , 20

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: CENTRAL CONNECTICUT COAST YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
 1240 CHAPEL ST  
 City or town, state or province, country, and ZIP or foreign postal code  
 NEW HAVEN, CT 06511

**D** Employer identification number: 06-0662195

**E** Telephone number: (203) 777-9622

**F** Name and address of principal officer: DAVID STEVENSON  
 SAME AS C ABOVE

**G** Gross receipts \$: 31,162,165

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.  
**H(c)** Group exemption number ▶

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ WWW.CCCYMCA.ORG

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 1994 **M** State of legal domicile: CT

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities: TO PUT JUDEO-CHRISTIAN PRINCIPLES INTO PRACTICE THROUGH PROGRAMS THAT BUILD HEALTHY SPIRIT, MIND AND BODY FOR ALL.

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	30
4	Number of independent voting members of the governing body (Part VI, line 1b)	28
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	1,212
6	Total number of volunteers (estimate if necessary)	2,301
7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0

	Prior Year	Current Year
8	7,273,070	16,454,312
9	9,563,617	13,459,246
10	338,970	632,018
11	216,290	192,539
12	17,391,947	30,738,115
13		0
14	13,757,668	15,002,010
15	0	0
16a		300,959
17	7,287,850	8,699,173
18	21,045,518	23,701,183
19	(3,653,571)	7,036,932
	<b>Beginning of Current Year</b>	<b>End of Year</b>
20	42,295,471	48,852,527
21	11,922,318	10,843,930
22	30,373,153	38,008,597

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: MELISSA KESSELL KESSELL, CFO  
 Date: \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name: NICHOLAS YANOZAS  
 Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Firm's name: WHITTLESEY PC  
 Firm's address: 280 TRUMBULL STREET, 24TH FLOOR, HARTFORD, CT 06103  
 Firm's EIN: 06-0903326  
 Phone no.: (860) 522-3111  
 Check  if self-employed  
 PTIN: P01423868

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Groundwork Bridgeport, Inc.

Address: 1001 Main Street, Suite 20, Bridgeport, CT 06604

Federal Employer Identification Number: 06-1556949

Program title: Tree Stewards

Name of contact person: Christina Smith

Telephone number: (203) 335-6126

Email address: csmith@groundworkbridgeport.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The purpose of this project is to support capacity within Groundwork Bridgeport to care for trees in the city. These funds will help us establish relationships with the community around tree stewardship by creating paid tree stewardship opportunities. By bringing on this tree corps, we will be able to do more work around tree care.

Need for program: \_\_\_\_\_

Overall, by taking on this project, we are trying to solve two problems: a need for more exposure to opportunities and career paths for young people in our city, and a need to better steward trees and our natural landscape. Bridgeport has the second-highest unemployment rate in the state, and many young people face a lack of opportunities and access to stable careers. At the same time, a lack of city resources means that trees in our city are not properly taken care of, especially newly planted trees that require watering and care to reach their full environmental potential.

Neighborhood area to be served: \_\_\_\_\_

All of Bridgeport - We will address these two problems listed above by establishing a tree stewardship program that will provide stipends to up to twenty local residents (up to 2 for each of the city's 10 council districts) to care for streets within their district boundaries. The aim is to hire residents specifically from each district to steward their own district which would then preclude the need for transportation as the person would care for trees in walking distance from where they live.

Plan to implement the program: \_\_\_\_\_

As part of this program, we will provide training that will teach the stewards the basics of urban tree care, namely around watering, basic pruning (e.g. trimming suckers), and identification and reporting of problems. The work would be done on a part time basis. Our Stewardship Manager will be in charge of overseeing this initiative and leading the training.

**Timetable:**

Program start date: 09/01/2023  
MM - DD - YYYY

Program completion date: 10/31/2024  
MM - DD - YYYY

Post-project audit due date: 01/30/2025  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Tree Steward Stipends</u>	<u>\$60,000.00</u>
b) <u>tracking and application software</u>	<u>\$6,580.00</u>
c) <u>Wages/Salaries</u>	<u>\$45,000.00</u>
d) <u>Contractors</u>	<u>\$3,000.00</u>
Administrative expenses - itemized description:	
a) <u>Accounting/bookkeeping/payroll fees</u>	<u>\$12,420.00</u>
b) <u>Insurance</u>	<u>\$3,000.00</u>
c) <u>Outreach (Postcard mailing/social media ads)</u>	<u>\$20,000.00</u>
d) _____	_____

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
City of Bridgeport - Office of Planning and Economic Development

Mailing address: \_\_\_\_\_  
999 Broad Street, Bridgeport, CT 06604

Name of municipal liaison: Max Perez

Telephone number: 203-727-2707

Fax number: \_\_\_\_\_

Email address: max.perez@bridgeportct.gov

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                      No

If Yes, date post-project audit due:

1/30/2025  
Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2021**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2021 calendar year, or tax year beginning and ending

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **GROUNDWORK BRIDGEPORT INC**  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **STE 20**  
**1001 MAIN ST**  
 City or town, state or province, country, and ZIP or foreign postal code  
**BRIDGEPORT, CT 06604-4200**

**D** Employer identification number: **06-1556949**

**E** Telephone number: **203-335-6126**

**F** Name and address of principal officer: **CHRISTINA SMITH**  
**SAME AS C ABOVE**

**G** Gross receipts \$: **428,417.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**H(c)** Group exemption number

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **GROUNDWORKBRIDGEPORT.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1998** **M** State of legal domicile: **CT**

Part I Summary		Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <b>GROUNDWORK BRIDGEPORT'S MISSION IS TO BRING ABOUT THE SUSTAINED REGENERATION IMPROVEMENTS AND</b>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	6
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	6
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	3
	6 Total number of volunteers (estimate if necessary)	6	56
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	135,422.	421,117.
	9 Program service revenue (Part VIII, line 2g)	0.	7,300.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	135,422.	428,417.
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
Expenses	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	125,051.	200,739.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) <b>21,817.</b>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	48,598.	141,092.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	173,649.	341,831.
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	-38,227.	86,586.
	20 Total assets (Part X, line 16)	Beginning of Current Year 154,478.	End of Year 289,578.
	21 Total liabilities (Part X, line 26)	2,706.	51,220.
	22 Net assets or fund balances. Subtract line 21 from line 20	151,772.	238,358.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: **CHRISTINA SMITH, PRESIDENT & C.E.O.** Date: \_\_\_\_\_

Type or print name and title: **CHRISTINA SMITH, PRESIDENT & C.E.O.**

Print/Type preparer's name: **WILLIAM SKODY** Preparer's signature: **WILLIAM SKODY** Date: **11/15/22** Check if self-employed  PTIN: **P00631754**

Firm's name: **SKODY SCOT & CO, CPAS, PC** Firm's EIN: **13-3597814**

Firm's address: **520 EIGHTH AVE, SUITE 2200** Phone no. **212 967-1100**

**NEW YORK, NY 10018**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Recovery Network of Programs, Inc. (RNP)

Address: 2 Trap Falls Rd Ste 405, Shelton, CT 06484

Federal Employer Identification Number: 06-0910080

Program title: Renovation of Tina Klem Serenity House and McGrath House

Name of contact person: Linda Mosel, Chief Operating Officer

Telephone number: (203) 929-1954

Email address: Linda.Mosel@rnpinc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 149,750.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes                       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.



## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; or  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; or  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

RNP seeks to upgrade and modernize both the Tina Klem Serenity House (TKSH) and McGrath House (MH). Both of these sites provide critical clinical and other services, including housing, to RNP clients. TKSH provides 90-day housing for up to 12 women at a time who have co-occurring substance use and psychiatric disorders, and may have a history of trauma. MH is part of RNP's Supervised Apartments program for people who have psychiatric disabilities and are involved in the mental health service system. It offers permanent housing, case management and community support services that assist individuals to live independently.

Need for program: \_\_\_\_\_

The state faces a housing crisis. Homelessness increased in by 13% in 2022. In 2021 Bridgeport had 239 individuals who were homeless, a number that assuredly rose in 2022. Many of these individuals deal with mental health and substance use disorders. That's why maintaining the housing capability at both TKSH and MH is so critically important to the City. Without these resources the residents might slip into chronic homelessness negatively impacting their lives and the community. The buildings in question are old and in need of repair and upgrade.

Neighborhood area to be served: \_\_\_\_\_

Greater Bridgeport

Plan to implement the program: \_\_\_\_\_

Upon Notice of Award, Contractors will be assigned to the projects and work will get underway. Completion within 3 months.

**Timetable:**

Program start date: 05/15/2023  
MM - DD - YYYY

Program completion date: 08/15/2023  
MM - DD - YYYY

Post-project audit due date: 11/15/2023  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$149,750.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$149,750.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Tina Klem House Renovation</u>	<u>\$87,900.00</u>
b) <u>McGrath House Renovation</u>	<u>\$61,850.00</u>
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$149,750.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                      No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I —General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II —Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III —Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures.

**Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV —Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Neighborhood Assistance Act Itemized Budget

**Tina Klem Serenity House Renovation**  
**74 HUNTINGTON RD. BRIDGEPORT**

LAMINATE FLOORING

- 1- Remove approximately 250sqft of carpet located in upstairs hallway and dispose in dumpsters provided by contractors.
- 2- Install waterproof laminate flooring with corner round molding throughout 1,750

REFURBISH STAIRCASE

- 1- Remove existing carpet located on staircase treads and dispose material.
- 2- Sand and stain all staircase and railings
- 3- Install laminate treads on all stairs 2,800

BATHROOM REMODEL #1 & #2

- 1-Demo entire bathroom to studs and dispose material off site
- 2- Install new electrical and plumbing to code
- 3- Furnish and install new walk-in shower kit, toilet, sink, mirror, and laminate flooring.
- 4- Install new sheet rock with compound and paint throughout 27,600

BATHROOM REMODEL #3 DOWNSTAIRS

- 1- Replace all broken tiles and reglaze/seal entire shower and bathroom
- 2- Replace/repair plumbing and electrical to code
- 3. Replace ceiling fan and add new LED lights
- 4. Patch and paint entire bathroom with waterproof caulking throughout 7,800

BATHROOM REMODEL #4 KITCHEN BATHROOM

- 1- Remove toilet, sink and flooring
- 2- Compound and paint all walls and ceiling
- 3- Install new LED fixtures and plumbing to code
- 4- Install new vinyl flooring 40sqft, sink, mirror, and toilet 5,800

1st FLOOR KITCHEN RENOVATION

DEMO

- 1- Disconnect all appliances and set aside to be re-installed after
- 2- Remove all cabinets and flooring and countertops

FLOORING

- 3- Install new 350sqft of laminate flooring with trim CABINETS
- 4- Install new Hampton Bay cabinets for base and upper with new hardware COUNTERTOP
- 5- Install new solid surface countertop with bull nose round edging for safety CARPENTRY
- 6- Re-install all appliances, paint all walls and ceiling ELECTRICAL
- 7- Furnish and install new LED recess lighting in ceiling 11,050

**Tina Klem Serenity House Renovation (Page 2)**  
**74 HUNTINGTON RD. BRIDGEPORT**

**NEW LED LIGHT FIXTURES**

1- Furnish and install 8 new LED light fixtures throughout the house with new switches. Dispose of old fixtures when complete 3,900

**EXTERIOR SOFFIT REPAIR**

1- Remove all rotted wood and replace with new pressure treated wood  
2- Install new aluminum siding and wrap all edges.  
3- Install new aluminum soffits under the over hangs 4,900

**EXTERIOR BILCO DOOR**

1- Furnish and install new exterior bilco door in replace of the damaged existing one. New cement will be added to make all the repairs on building prior to installing new one 3,500

**EXTERIOR STONEWALL REPAIR WITH NEW STUCCO**

1- Repair front stone wall with Type S mortar mix and cement blocks  
2- Furnish and install new top cement caps on entire stone wall  
3- Furnish and install stucco on entire stone wall to reface existing blocks that are exposed, sand texture finished will be added 3,950

**EXTERIOR CONCRETE RAMP AND RAILINGS PERMITS**

1- Obtain proper permits prior to excavating site.  
2. Jackhammer and excavate existing concrete ramp and stairs, dispose material off-site

**FRAME AND INSTALL BASE**

1. Install 3/4" gravel base compacted in 2" lifts in base of new ramp  
2. Frame out new sidewalk and ramp with 6" wood and install rebar, mesh wire for strength.

**CONCRETE**

1. Furnish and install 6" of 4500psi concrete on new ramp design with a broom finish for traction  
Approx size of ramp 16'x 6' & 8'x 10'

**METAL RAILINGS**

1- Furnish and install custom metal railings on side of new concrete sidewalk to code 2- Railings will have 3 coats of paint to prevent rusting  
Approx length of railings 26' 14,850

**Total Request**

**87,900**

**McGrath House - COMPLETE RENOVATION INTERIOR AND EXTERIOR  
465 SUMMIT ST. BRIDGEPORT**

**2nd FLOOR BATHROOM RENOVATION**

**DEMO**

1- Remove all flooring, tub, toilet, and sink. Remove walls surrounding tub. Dispose materials in dumpster provided by contractor.

**CARPENTRY**

- 1- Build new frame to accommodate a new 32" stand-up walk-in shower kit.
- 2- Install new subfloor and laminate flooring
- 3- New Sheetrock and paint

**PLUMBING**

1. Install new PEX plumbing with new drains throughout.
2. Install new toilet, sink with vanity, mirror, and new shower kit system

**ELECTRICAL**

- 1- Install new exhaust fan, GFI outlet and LED lights on top of mirror and ceiling 8,000

**3rd FLOOR BATHROOM RENOVATIONS**

**DEMO**

1- Remove all flooring, tub, toilet, and sink. Remove walls surrounding tub.

**CARPENTRY**

- 1- Build new frame to accommodate a new 32" stand up wall in shower kit
- 2- Install new subfloor and laminate flooring
- 3- New sheetrock and paint

**PLUMBING**

1. Install new PEX plumbing with new drains throughout
2. Install new toilets, sink, with vanity, mirror, and new shower kit system
3. Install new exhaust fan, GFI outlet and LED lights on top of mirror and ceiling

7,000

**1st FLOOR KITCHEN RENOVATION**

**DEMO**

- 1- Disconnect all appliances and set aside to be re-installed after
- 2- Remove all cabinets, flooring, and countertops

**FLOORING**

- 1- Install new laminate flooring with trim

**CABINETS**

- 1- Install new Hampton Bay cabinets for base and upper with new hardware

**COUNTERTOP**

- 1- Install new solid surface countertop with bull nose round edging for safety

**CARPENTRY**

- 1- Re-install all appliance, paint all walls and ceiling

**ELECTRICAL**

- 1- Furnish and install new LED recess lighting in ceiling 10,500

**McGrath House - COMPLETE RENOVATION INTERIOR AND EXTERIOR (Page 2)**

**465 SUMMIT ST. BRIDGEPORT**

**2nd FLOOR KITCHEN RENOVATION**

**DEMO**

1- Disconnect all appliances and set aside to be re-installed after 2- Remove all cabinets, flooring, and countertops

**FLOORING**

1- Install new laminate flooring with trim

**CABINETS**

1- Install new Hampton Bay cabinets for base and upper with new hardware

**COUNTERTOP**

1- Install new solid surface countertop with bull nose round edging for safety

**CARPENTRY**

1- Re-install all appliances, paint all walls and ceiling

**Electrical**

1- Furnish and install new LED recess lighting in ceiling 10,500

**3rd FLOOR KITCHEN RENOVATION**

**DEMO**

1- Disconnect all appliances, set aside to be re-installed after

2- Remove all cabinets, flooring, and countertop

**FLOORING**

1- Install new laminate flooring throughout kitchen, living room and dining area.

2- Install new corner round molding on all edges of flooring

**CABINETS**

1- Install new Hampton Bay cabinets for base and upper with new hardware

**COUNTERTOP**

1- Install new solid surface countertop with bull nose round edging for safety

**CARPENTRY**

1- Re-install all appliances, paint all walls and ceiling

**ELECTRICAL**

1- Furnish and install new LED recess lighting in ceiling 11,800

**REFURBISH STAIRCASE**

1- Remove existing carpet located on staircase treads and dispose material off-site

2- Sand and paint all staircase and railings

3- Install laminate treads on all 32 treads leading to 2nd floor

4- Install laminate on 4 separate landings to complete the staircase 7,500

**NEW LED LIGHT FIXTURES**

1- Furnish and install 19 new LED light fixtures throughout the house with new switches. Dispose of old fixtures when complete 4,750

**EXTERIOR SIDING REPAIR**

1- Remove damaged siding on side of house and dispose material

2- Furnish and install new siding on side with aluminum edging on corners to make the repair 1,800



Recovery Network of Programs, Inc.  
NAA Application 2023

**Total Request**  
**\$61,850**

Form 990

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

Open to Public Inspection

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury Internal Revenue Service

A For the 2020 calendar year, or tax year beginning JUL 1, 2020 and ending JUN 30, 2021

Form header section containing fields B through M: B Check if applicable, C Name of organization (RECOVERY NETWORK OF PROGRAMS, INC.), D Employer identification number (06-0910080), E Telephone number (203-929-1954), F Name and address of principal officer (JENNIFER KOLAKOWSKI), G Gross receipts (\$23,174,379), H(a) Is this a group return for subordinates? (No), H(b) Are all subordinates included? (No), I Tax-exempt status (501(c)(3)), J Website (WWW.RECOVERY-PROGRAMS.ORG), K Form of organization (Corporation), L Year of formation (1972), M State of legal domicile (CT).

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1 Briefly describe the organization's mission... (RECOVERY NETWORK OF PROGRAMS, INC. WAS EST. TO RESTORE HOPE, HEALTH & WELL BEING TO INDIVIDUALS); 2-7a Activities & Governance; 8-12 Revenue; 13-19 Expenses; 20-22 Net Assets or Fund Balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature block section containing fields for Sign Here (Signature of officer: JENNIFER KOLAKOWSKI, CEO), Paid Preparer (Garrett M. Higgins), and Preparer Use Only (Garrett M. Higgins, PKF O'CONNOR DAVIES, LLP).

May the IRS discuss this return with the preparer shown above? See instructions. [X] Yes [ ] No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Burroughs Community Center

Address: 2470 Fairfield Ave, Bridgeport, CT 06605

Federal Employer Identification Number: 06-1418097

Program title: Increase energy conservation through the addition of solar and internal LED lighting

Name of contact person: Michael Quan

Telephone number: (203) 334-0293

Email address: michael@burroughscenter.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 85,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes

No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

The Burroughs Center has been a resource for the Bridgeport Community for over 26 years and is the home for 5 community nonprofit organizations. Annually 30,000 neighbors receive support and vital resources needed to overcome barriers and achieve success. This year's program will allow us to build upon the successful completion of phase 1 of our capitol project to improve energy efficiency, reduce operating costs, and gain significant energy savings. In phase 1, the HVAC controls and monitoring systems for the facility were upgraded. We are now ready to engage in phase 2 of these efforts by adding solar and LED lighting.

Need for program: \_\_\_\_\_

Burroughs remains committed to reinvesting in our energy infrastructure so that we will be positioned to thrive meeting the needs of so many in our community for another 26 years. In phase 2 we prepare for increased energy conservation through the addition of solar and LED lighting throughout the building. In order to allow for solar installation, it is necessary that the existing 26 year old roof be replaced to improve insulation value. In addition to the additional insulation, we are preparing to move forward to install solar as well as upgrading all internal lighting from florescent to efficient LED.

Neighborhood area to be served: \_\_\_\_\_

Burroughs provides services to individuals and families in the Greater Bridgeport area. Through partnerships and collaborations with over 85 community organizations, as well as direct programming and services, we serve thousands in our community who are too frequently faced with significant barriers; including income, language, technology, and systemic inequalities.

Plan to implement the program: \_\_\_\_\_

The Burroughs Center continues to follow a comprehensive multi step plan as part of a defined strategy designed to address the overall financial and operational efficiency. The successful completion of the new HVAC and monitoring systems combined with the addition of solar and LED from this years program, creates immediate and future savings and overall energy conservation for the organization for the next 20 year and beyond.

**Timetable:**

Program start date: 06/01/2023  
MM - DD - YYYY

Program completion date: 07/31/2024  
MM - DD - YYYY

Post-project audit due date: 10/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$85,000.00</u>
Other funding sources - itemized sources:	
a) <u>Matching funds from private donors/grants</u>	<u>\$30,000.00</u>
b) <u>COVID/DMHAS grant</u>	<u>\$20,000.00</u>
c) _____	_____
d) _____	_____
	<u>\$135,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>LED lighting throughout building</u>	<u>\$40,000.00</u>
b) <u>Solar Energy with roof upgrade</u>	<u>\$95,000.00</u>
c) _____	_____
d) _____	_____
	<u>\$135,000.00</u>
Administrative expenses - itemized description:	
a) <u>None</u>	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$135,000.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: \_\_\_\_\_  
\_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Name of municipal liaison: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Post-Project Audit**

Is a post-project audit required for this proposal?

Yes                       No

If **Yes**, date post-project audit due:

\_\_\_\_\_

Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I — General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II — Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III — Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures.

**Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV — Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

IRS e-file Signature Authorization for a Tax Exempt Entity

2021

For calendar year 2021, or fiscal year beginning 7/1, 2021, and ending 6/30, 2022

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

Department of the Treasury Internal Revenue Service

EIN or SSN

XX-XXX8097

Name of filer

BURROUGHS COMMUNITY CENTER INC.

Name and title of officer or person subject to tax

MICHAEL QUAN

EXECUTIVE DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

Table with 10 rows (1a-10a) and 10 columns (1b-10b) for return information. Includes checkboxes for various forms and corresponding revenue, tax, and balance due amounts.

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) BURROUGHS COMMUNITY CENTER INC. (EIN) XX-XXX8097 and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize SOLAKIAN & COMPANY, LLC to enter my PIN XXXXX as my signature. ERO firm name. Enter five numbers, but do not enter all zeros.

on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

XXXXXXXXXXXX Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature MICHAEL SOLAKIAN

Date 12/13/2022

ERO Must Retain This Form—See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So





Municipality: BRIDGEPORT

**Form NAA-01**  
**2023 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Marrakech, Inc.

Address: 6 Lunar Drive, Woodbridge, CT 06525

Federal Employer Identification Number: 23-7148533

Program title: Window Replacement at 2 Anton Circle, Bridgeport

Name of contact person: Lauri MacLean

Telephone number: 203.389.2970 Ext 1043

Email address: lmaclean@marrakechinc.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 30,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes  No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

**Part II — Program Information**

Check the appropriate description of your program:

**100% credit percentage**

- Energy conservation; **or**
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

**60% credit percentage**

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; **or**
- Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

Replacement of 18 windows and 1 sliding glass patio window with new energy efficient windows.

Need for program: \_\_\_\_\_

2 Anton Circle is as group home that Marrakech owns that provides safe and affordable housing for the individuals we support. The windows at this property are in poor shape and need to be replaced with energy efficient units to improve the comfort of the tenants at the property, reduce heating and cooling costs and reduce maintenance.

Neighborhood area to be served: \_\_\_\_\_

2 Anton Circle, Bridgeport

Plan to implement the program: \_\_\_\_\_

A scope of work for the new windows will be developed by the Vice President of Plant Operations, Edgar Graham. Local contractors will be invited to bid on the project. Marrakech, Inc. procurement policy requires at least three bids for capital improvement projects. Once a contractor has been chose, the Vice President of Plant Operations will oversee the project to ensure that the work performed meets the appropriate workmanship standards as detailed in the scope of work. Lauri MacLean, Development Coordinator, will oversee adherence to the project timeline to ensure that project is completed on time.

**Timetable:**

Program start date: 02/01/2024  
MM - DD - YYYY

Program completion date: 05/30/2024  
MM - DD - YYYY

Post-project audit due date: 08/30/2024  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$ 30,000.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>18 Windows/1 Sliding Glass Patio Window</u>	<u>\$ 30,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) <u>N/A</u>	_____
b) _____	_____
c) _____	_____
d) _____	_____

**Total Proposed Expenditures:**

\$ 30,000.00

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
	CITY OF BRIDGEPORT
Mailing address:	_____
	999 Broad Street, Bridgeport, CT 06604
Name of municipal liaison:	Max Perez, Director of Business Development
Telephone number:	203.576.2976
Fax number:	203.576.3979
Email address:	_____

### Post-Project Audit

Is a post-project audit required for this proposal?

Yes

No

If **Yes**, date post-project audit due:

\_\_\_\_\_  
Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

---

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

Form **990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**  
Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2020 calendar year, or tax year beginning **07/01/20**, and ending **06/30/21**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **MARRAKECH, INC.**  
 Doing business as: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address): **6 LUNAR DRIVE**  
 City or town, state or province, country, and ZIP or foreign postal code: **WOODBIDGE CT 06525**

**D** Employer identification number: **23-7148533**

**E** Telephone number: **203-389-2970**

**G** Gross receipts \$: **8,613,189**

**F** Name and address of principal officer:  
**HEATHER I. LATORRA**  
**6 LUNAR DRIVE**  
**WOODBIDGE CT 06525**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.MARRAKECHINC.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1972**

**M** State of legal domicile: **CT**

**H(c)** Group exemption number: \_\_\_\_\_

**Part I Summary**

1 Briefly describe the organization's mission or most significant activities:  
**VOCATIONAL TRAINING FOR THE DEVELOPMENTALLY DISABLED PERSONS.**

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	10
4	10
5	945
6	0
7a	4,174
7b	1,633

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	331,836	394,449
9 Program service revenue (Part VIII, line 2g)	8,243,921	8,058,952
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	-18,750	13,991
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11,232	65,837
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	8,568,239	8,533,229
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	4,982,260	4,847,702
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) <b>150,483</b>	3,607,889	3,536,166
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	8,590,149	8,383,868
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	-21,910	149,361
19 Revenue less expenses. Subtract line 18 from line 12	Beginning of Current Year	End of Year
	15,857,738	17,188,402
20 Total assets (Part X, line 16)	8,564,338	9,745,641
21 Total liabilities (Part X, line 26)	7,293,400	7,442,761
22 Net assets or fund balances. Subtract line 21 from line 20		

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: **HEATHER I. LATORRA** CEO Date: \_\_\_\_\_

Type or print name and title: **HEATHER I. LATORRA** CEO

Print/Type preparer's name: **CHRISTOPHER B. CONLEY** Preparer's signature: \_\_\_\_\_ Date: **05/16/22** Check  if self-employed  if PTIN **P00936552**

Firm's name: **GUILMARTIN, DIPIRO & SOKOLOWSKI, LLC** Firm's EIN: **06-0971998**

Firm's address: **505 MAIN ST MIDDLETOWN, CT 06457-2809** Phone no.: **860-347-5689**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: City of Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Bridgeport Youth Lacrosse

Address: 56 Fairview Ave, Bridgeport, CT 06606

Federal Employer Identification Number: 26-2798869

Program title: Sports for Peace

Name of contact person: Donald Wilson

Telephone number: (203) 273-6084

Email address: bridgeportyouthlacrosse@gmail.com

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 90,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_

BYL uses sports as a vehicle for conflict resolution. "Sports for Peace" is a plan to eradicate youth violence. BYL host spring and summer middle school sports summer league in addition to our year round programming. Our leagues consist of Co-Ed Flag Football, Co-Ed Kickball, Co-Ed Lacrosse, Co-Ed Soccer, Co-Ed Track & Field, Co-Ed Volleyball and E-Sports. Bridgeport Youth Lacrosse offers students the chance to experience a unique sport not offered in all inner city environments. BYL gives participants a constructive, supervised activity to learn new skills, develop sportsmanship, supervised activity to learn new skills, develop sportsmanship, etc.

Need for program: \_\_\_\_\_

Violence is a major concern for youth in Bridgeport, CT. Poverty is also a major concern for individuals in Bridgeport. 100% of students in Bridgeport qualify for free or reduced lunch. Bridgeport's poverty is twice the national rate and three times the Fairfield County rate. One of BYL's biggest goals is to diminish the disparity between the quality of holistic sports programs available to Bridgeport's urban youth and those offered to their suburban counterparts. Youth violence is a complex social problem that requires a multifaceted approach.

Neighborhood area to be served: \_\_\_\_\_

All Bridgeport residents

Plan to implement the program: \_\_\_\_\_

BYL currently operates year round and plans to continue to increase capacity. In 2022, BYL hosted our middle school sports spring league where we hosted 450+ kids. We will offer this program in 2023 where will host 750 kids. We continue to plan to grow and our expand our program. We will plan to host 1,000+ kids in spring of 2024. We also plan to host additional summer programming and leagues outside of our normal summer camp. We want to continue to offer exceptional programs to our current members.



**Timetable:**

Program start date: 07/01/2023  
MM - DD - YYYY

Program completion date: 03/30/2024  
MM - DD - YYYY

Post-project audit due date: 07/15/2014  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$90,000.00</u>
Other funding sources - itemized sources:	
a) <u>American Rescue Plan Act</u>	<u>\$200,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$290,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Salaries (Coaches, Site Coordinators, Program Director)</u>	<u>\$136,000.00</u>
b) <u>Supplies (Unifrom, Cones, Field Markers, Etc.)</u>	<u>\$75,000.00</u>
c) <u>Equipment (Track Time Machine, Flag Football, etc)</u>	<u>\$50,000.00</u>
d) _____	_____
Administrative expenses - itemized description:	
a) <u>Payroll System</u>	<u>\$1,000.00</u>
b) <u>General Supplies (Laptop, Software, etc)</u>	<u>\$20,000.00</u>
c) <u>Admin Fee (2.75 percent)</u>	<u>\$8,000.00</u>
d) _____	_____
	<u>\$290,000.00</u>

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ _____
Mailing address: _____ _____
Name of municipal liaison: _____
Telephone number: _____
Fax number: _____
Email address: _____

<p style="text-align: center;"><b>Post-Project Audit</b></p> <p style="text-align: center;">Is a post-project audit required for this proposal?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project audit due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
--

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# Return of Organization Exempt From Income Tax

**2022**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2022 calendar year, or tax year beginning 2022, and ending 2022

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization BRIDGEPORT YOUTH LACROSSE INC  
 Doing business as \_\_\_\_\_ Room/suite \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) \_\_\_\_\_  
56 FAIRVIEW AVENUE  
 City or town, state or province, country, and ZIP or foreign postal code \_\_\_\_\_  
BRIDGEPORT CT 06606

**D** Employer identification number 26-2798868

**E** Telephone number 203-273-6084

**F** Name and address of principal officer: Donald Wilson  
56 Fairview Avenue  
BRIDGEPORT, CT 06606

**G** Gross receipts \$ 721104

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions.  
**H(c)** Group exemption number 0

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: www.bridgeportyouthlacrosse.org

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: \_\_\_\_\_

**M** State of legal domicile: CT

**Part I Summary**

Briefly describe the organization's mission or most significant activities: SPORT RECREATIONAL ACTIVITIES FOR YOUTH WITHIN THE BRIDGEPORT AREA. THEY EMPOWER YOUTH THROUGH ENGAGEMENT AND MENTORSHIP.

Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance		3	4	5	6	7a	7b
1	Number of voting members of the governing body (Part VI, line 1a)	0	0	0	10	0	0
2	Number of independent voting members of the governing body (Part VI, line 1b)	0	0	0	0	0	0
3	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	0	0	0	0	0	0
4	Total number of volunteers (estimate if necessary)	0	0	0	0	0	0
5	Total unrelated business revenue from Part VIII, column (C), line 12	0	0	0	0	0	0
6	Net unrelated business taxable income from Form 990-T, Part I, line 11	0	0	0	0	0	0

Revenue		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	0	721104
9	Program service revenue (Part VIII, line 2g)	0	0
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	0	721104

Expenses		Prior Year	Current Year
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	0	0
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
16b	Total fundraising expenses (Part IX, column (D), line 25)	0	720859
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	0	720859
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	0	245
19	Revenue less expenses. Subtract line 18 from line 12	0	0

Net Assets or Fund Balances		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	0	0
21	Total liabilities (Part X, line 26)	0	0
22	Net assets or fund balances. Subtract line 21 from line 20	0	0

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: Donald Wilson, president Date: 03/14/2023

Type or print name and title: \_\_\_\_\_

Preparer's signature: Deborah Martinez Date: 03/23/2023 Check  if self-employed PTIN: P0-2155548

Print/Type preparer's name: Deborah Martinez

Firm's name: Martinez Associates LLC Firm's EIN: 87-2977701

Firm's address: 341 E CENTER STREET 252 MANCHESTER CT 06040 Phone no.: 860 3648547

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: \_\_\_\_\_

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_

Bridgeport Hospital Foundation

Address: 267 Grant Street, Bridgeport, CT 06610

Federal Employer Identification Number: 22-2908698

Program title: Bringing Technology to Life

Name of contact person: Danielle Marchione

Telephone number: (203) 384-4755

Email address: danielle.marchione@bpthosp.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 50,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?



Yes



No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

## Part II — Program Information

Check the appropriate description of your program:

### 100% credit percentage

- Energy conservation; **or**  
 Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

### 60% credit percentage

- Job training/education for unemployed persons aged 50 or over;  
 Job training/education for persons with physical disabilities;  
 Program serving low-income persons;  
 Child care services;  
 Establishment of a child day care facility;  
 Open space acquisition fund; **or**  
 Other (specify): Bringing Technology to Life Campaign for Advanced Technology

Description of program: \_\_\_\_\_

Bridgeport Hospital shares the same network of highly trained physicians and staff with Yale New Haven Hospital, joining forces with world-class specialists. The hospital is investing in technology to:

- Provide significantly expanded access to patients seeking lifesaving interventional heart procedures within the next three years, including nearly double the current number of electrophysiology patients;
- Reduce the effects of 400-500 severe strokes over five years, giving patients the best opportunity for recovery.

Need for program: \_\_\_\_\_

While these advances in technology and care will support all of Greater Bridgeport, it will be of particular importance to reduce healthcare disparities by enabling early diagnosis for more patients. Bridgeport, the largest city in CT, has a population of close to 150,000 residents, of which 34% are Black and African American. While heart disease is the leading cause of death in America, African Americans are 30% more likely to die from heart disease than Non-Hispanic Whites, according to the US Department of Health and Human Services.

Neighborhood area to be served: \_\_\_\_\_

Bridgeport and Greater Bridgeport Area

Bridgeport Hospital receives the largest volume of stroke patients in Fairfield County. It has been designated a Primary Stroke Center by the State of Connecticut, and was the first hospital in Fairfield County to remove a blood clot from a stroke patient's brain.

Plan to implement the program: \_\_\_\_\_

With exciting recent advances in neurology and interventional cardiology, Bridgeport Hospital is ready to chart the future of healthcare by expanding access to lifesaving technology and procedures and dramatically improving patient outcomes.

The hospital's Board of Trustees has endorsed a \$25 million plan to completely modernize more than 15,000 square feet of clinical and patient care space. The plan consists of two components – a Neurovascular Center of Excellence and new Interventional Cardiology Labs in the Joel E. Smilow Heart Institute – to be completed

**Timetable:**

Program start date: 04/06/2023  
MM - DD - YYYY  
Program completion date: 04/07/2025  
MM - DD - YYYY  
Post-project audit due date: 04/07/2025  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$50,000.00</u>
Other funding sources - itemized sources:	
a) <u>The Elizabeth M. Pfreim Foundation</u>	<u>\$2,000,000.00</u>
b) <u>The John and Ethel Kashulon Foundation</u>	<u>\$250,000.00</u>
c) <u>The Trefz Foundation</u>	<u>\$500,000.00</u>
d) <u>Miscellaneous</u>	<u>\$1,550,000.00</u>
	<u>\$4,350,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Techonolgy Equipment for Stroke and Cardiac Care</u>	<u>\$4,500,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	<u>0</u>
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$4,500,000.00</u>

**Total Proposed Expenditures:**

## Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program:	_____
Mailing address:	_____ _____
Name of municipal liaison:	_____
Telephone number:	_____
Fax number:	_____
Email address:	_____

<b>Post-Project Audit</b>
Is a post-project audit required for this proposal?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>Yes</b> , date post-project audit due:
_____
Date



# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

# "Public Disclosure Copy"

Form **990**

## Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning **OCT 1, 2020** and ending **SEP 30, 2021**

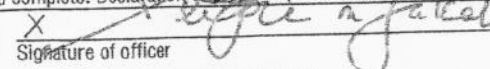
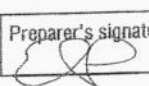
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization BRIDGEPORT HOSPITAL FOUNDATION, INC. Doing business as		<b>D</b> Employer identification number 22-2908698
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 267 GRANT STREET	<b>E</b> Telephone number 203-688-0580	
City or town, state or province, country, and ZIP or foreign postal code BRIDGEPORT, CT 06610		<b>G</b> Gross receipts \$ 81,994,633.	
<b>F</b> Name and address of principal officer: STEPHEN JAKAB 267 GRANT ST, BRIDGEPORT, CT 06610		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(c)</b> Group exemption number	
<b>J</b> Website: <a href="http://FOUNDATION.BRIDGEPORTHOSPITAL.ORG/">HTTP://FOUNDATION.BRIDGEPORTHOSPITAL.ORG/</a>		<b>L</b> Year of formation: 1988 <b>M</b> State of legal domicile: CT	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			

### Part I Summary

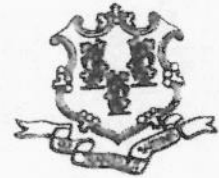
1 Briefly describe the organization's mission or most significant activities: FUNDRAISING FOR BRIDGEPORT HOSPITAL.			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	3	11
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	9
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	-1,314.
	7b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
			Prior Year
Revenue	8 Contributions and grants (Part VIII, line 1h)	4,667,097.	5,630,774.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	4,061,196.	5,333,255.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	299,099.	208,653.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	9,027,392.	11,172,682.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	4,825,122.	4,690,187.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,355,313.	1,340,445.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	16b Total fundraising expenses (Part IX, column (D), line 25) 545,838.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,725,885.	1,635,559.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	7,906,320.	7,666,191.
19 Revenue less expenses. Subtract line 18 from line 12	1,121,072.	3,506,491.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	101,482,043.	126,171,501.
	22 Net assets or fund balances. Subtract line 21 from line 20	3,282,723.	1,538,841.
		98,199,320.	124,632,660.

### Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<input checked="" type="checkbox"/> Signature of officer  STEPHEN JAKAB, PRESIDENT Type or print name and title	Date 7/19/22
	Print/Type preparer's name EVAN W. SEEKAMP	Preparer's signature 
Paid	Check if self-employed <input type="checkbox"/> PTIN P01907071	
Preparer Use Only	Firm's name KPMG LLP Firm's address 345 PARK AVENUE NEW YORK, NY 10154	Firm's EIN 13-5565207 Phone no. 212-758-9700

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No



Municipality: Bridgeport

## Form NAA-01

### 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

#### Part I — General Information

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Bridgeport Caribe Youth League, Inc.

Address: 1067 Park Avenue, Bridgeport, CT 06604

Federal Employer Identification Number: 20-0421577

Program title: Workforce Technology Program

Name of contact person: John Torres, Executive Director

Telephone number: (203) 913-0073

Email address: jtorres@bcyl.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes

No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

**Part II — Program Information**

Check the appropriate description of your program:

**100% credit percentage**

- Energy conservation; or
- Comprehensive college access loan forgiveness (see Conn. Gen. Stat. § 12-635(3)).

**60% credit percentage**

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for persons with physical disabilities;
- Program serving low-income persons;
- Child care services;
- Establishment of a child day care facility;
- Open space acquisition fund; or
- Other (specify): \_\_\_\_\_

Description of program: \_\_\_\_\_  
BCYL functions as a unique social and economic development organization. The purpose of this program is to provide pre-vocational and vocational education for 100 local residents, so that they may be more prepared for employment in this region.

Need for program: \_\_\_\_\_  
There is a growing disconnect between a diverse local population and the workforce opportunities in the region. There is a significant need for basic and pre-vocational education to connect the large population of unemployed and unskilled residents to existing jobs and future opportunities in higher education. Our collaborating social service agencies are seeing hundreds of new clients monthly who need the types of training to be funded by this proposal.

Neighborhood area to be served: \_\_\_\_\_  
Bridgeport Labor Market Area (as described by the CT DOL)

Plan to implement the program: \_\_\_\_\_  
John Torres, BCYL-Executive Director-Overall management of agency and coordination of the program.  
University of Bridgeport-Training in vocational areas and ESL.

**Timetable:**

Program start date: 12/31/2023  
MM - DD - YYYY

Program completion date: 12/31/2025  
MM - DD - YYYY

Post-project audit due date: 03/31/2026  
MM - DD - YYYY

The program start date must not be more than two years prior to the program completion date.  
Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$150,000.00</u>
Other funding sources - itemized sources:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Funding:**

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) <u>Tuition</u>	<u>\$150,000.00</u>
b) _____	_____
c) _____	_____
d) _____	_____
Administrative expenses - itemized description:	
a) _____	_____
b) _____	_____
c) _____	_____
d) _____	_____
	<u>\$150,000.00</u>

**Total Proposed Expenditures:**

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ City of Bridgeport
Mailing address: _____ 999 Broad Street, Suite 2, Bridgeport, CT 06604
Name of municipal liaison: <u>Max Perez</u>
Telephone number: <u>2037272707</u>
Fax number: _____
Email address: <u>max.perez@bridgeportct.gov</u>

<b>Post-Project Audit</b>
Is a post-project audit required for this proposal?
<input checked="" type="checkbox"/> Yes                      No
If Yes, date post-project audit due:
<u>03/31/2026</u>
Date

# 2023 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, 2023 *Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will not be accepted. For where to direct inquiries, see *Additional Information* below.

## Part I – General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II – Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Plan to implement the program:** Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III – Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program.

This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV – Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with the Department of Revenue Services (DRS) for all NAA matters.

**Post-Project Audit:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project audit, prepared by a certified public accounting firm, to the municipality overseeing the program, no later than three months after the program completion date.

## Additional Information

See the *Guide to Connecticut Business Tax Credits* available on the DRS website at [portal.ct.gov/DRS](http://portal.ct.gov/DRS). E-mail any questions to [NAAProgram@ct.gov](mailto:NAAProgram@ct.gov) or call **860-297-5687**, Monday through Friday, 8:30 a.m. to 4:30 p.m. for more information.

990

Return of Organization Exempt From Income Tax

OMB No. 1545-

2019

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury Internal Revenue Service

For the 2019 calendar year, or tax year beginning 01-01-2019, and ending 12-31-2019

- Check if applicable: Address change
- Name change
- Initial return
- Final return/terminated
- Amended return
- Application pending

**C Name of organization**  
BRIDGEPORT CARIBE YOUTH LEADERS INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
1067 PARK AVENUE

City or town, state or province, country, and ZIP or foreign postal code  
BRIDGEPORT, CT 06604

**D Employer identification number**  
20-0421577

**E Telephone number**  
(203) 913-0073

**G Gross receipts \$** 665,922

**F Name and address of principal officer:**  
JOHN TORRES  
1067 PARK AVENUE  
BRIDGEPORT, CT 06604

**H(a) Is this a group return for subordinates?**  Yes  No

**H(b) Are all subordinates included?**  Yes  No  
If "No," attach a list. (see instructions)

**H(c) Group exemption number** ▶

Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

Website: WWW.BCYL.ORG

Form of organization:  Corporation  Trust  Association  Other ▶

**L Year of formation:** 2003 **M State of legal domicile:** CT

Part I Summary

1 Briefly describe the organization's mission or most significant activities:  
TO FOSTER, IN THE CHILDREN OF THE COMMUNITY, THE IDEALS OF GOOD SPORTSMANSHIP, TEAMWORK, PRIDE, INTEGRITY, COMMITMENT AND RESPECT FOR AUTHORITY, SO THAT THEY MAY BE STRONGER AND HAPPIER CHILDREN AND WILL GROW TO BE GOOD, DECENT, HEALTHY AND TRUSTWORTHY LEADERS IN OUR COMMUNITY.

2 Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	14
4	Number of independent voting members of the governing body (Part VI, line 1b)	13
5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	18
6	Total number of volunteers (estimate if necessary)	300
7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
7b	Net unrelated business taxable income from Form 990-T, line 39	0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	514,943	585,508
9 Program service revenue (Part VIII, line 2g)	62,524	61,748
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	501	2,844
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-3,962	-13,360
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	574,006	636,740
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	59,029	70,221
14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	157,642	218,046
16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 25,314		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	309,266	305,811
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	525,937	594,076
19 Revenue less expenses. Subtract line 18 from line 12	48,069	42,662
	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	547,619	599,529
21 Total liabilities (Part X, line 26)	14,719	22,144
22 Net assets or fund balances. Subtract line 21 from line 20	532,900	577,385

Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer

2020-11-16  
Date



Item # \*54-22 Consent Calendar

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

Report  
of  
Joint Committee  
On

CCD& Environment and Contracts

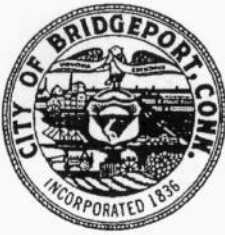
City Council Meeting Date: June 5, 2023

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

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

Date Signed: 6/13/23

RECEIVED  
CITY CLERKS OFFICE  
23 JUN 14 PM 12:39  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Joint Committees on Economic and Community Development and Environment and Contracts begs leave to report; and recommends for adoption the following resolution:

**Item No. \*54-22 Consent Calendar**

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

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

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

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

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

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

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



# City of Bridgeport, Connecticut

## Office of the City Clerk

Joint Committee on ECD and Environment and Contracts  
Item No. \*54-22 Consent Calendar

-2-

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

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

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

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

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

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

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

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



# City of Bridgeport, Connecticut

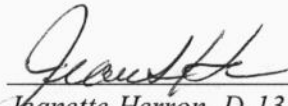
## Office of the City Clerk

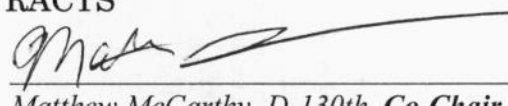
Joint Committee on ECD and Environment and Contracts  
Item No. \*54-22 Consent Calendar

-3-

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL** that, based upon the statements and representations made herein, the Director of OPED is hereby authorized to finalize and to execute the attached Land Development Agreement and Ground Lease Agreement in substantially the form attached hereto and made a part hereof, and is further authorized to negotiate and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City.

**RESPECTFULLY SUBMITTED,  
THE JOINT COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT  
AND CONTRACTS**

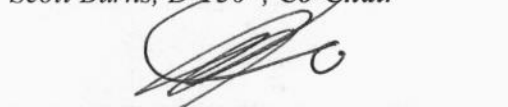
  
\_\_\_\_\_  
Jeanette Herron, D-133rd, Co-Chair

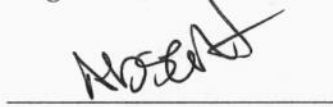
  
\_\_\_\_\_  
Matthew McCarthy, D-130th, Co-Chair

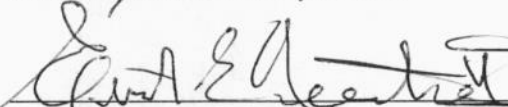
\_\_\_\_\_  
Maria I. Valle, D-137<sup>th</sup>, Co-Chair

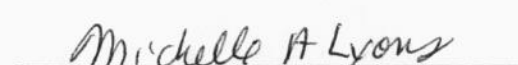
  
\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>, Co-Chair


\_\_\_\_\_  
Jorge Cruz, Sr., D-131st

  
\_\_\_\_\_  
Rosalina Roman-Christy, D-135<sup>th</sup>

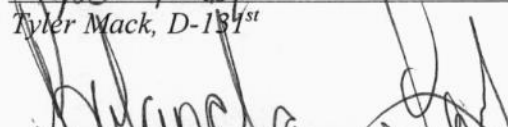
  
\_\_\_\_\_  
Maria H. Pereira, D-138<sup>th</sup>

  
\_\_\_\_\_  
Ernest Newton, II, D-139<sup>th</sup>

  
\_\_\_\_\_  
Michelle A. Lyons, D-134<sup>th</sup>

  
\_\_\_\_\_  
Tyler Mack, D-137<sup>st</sup>

\_\_\_\_\_  
Mary A. McBride-Lee, D-135<sup>th</sup>

  
\_\_\_\_\_  
Rolanda Smith, D-132nd

  
\_\_\_\_\_  
Frederick Hodges, D-136<sup>th</sup>

City Council Date: June 5, 2023

# **LAND DEVELOPMENT AGREEMENT**

**between**

**City of Bridgeport**

**and**

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

**for the Redevelopment of**

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

## LAND DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### CONDITION OF PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### Section 2.8 Environmental Representations.

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

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

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

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

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

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

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

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

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

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

**Business Automobile** insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

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

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

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

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

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

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

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

The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Office of Planning and Economic Development

999 Broad Street  
Bridgeport, Connecticut 06604

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

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

**SECTION 2.13 Closing of the Ground Lease**

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

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

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

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

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

#### SECTION 2.14 Additional Contingencies

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

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

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

### ARTICLE III

#### RESTRICTIONS AND EASEMENTS

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

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

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

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

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

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

### **SECTION 3.3. Developer to Cooperate with the City**

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

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

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



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

## **ARTICLE IV**

### **ACCESS TO PROPERTY**

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

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

## **ARTICLE V**

### **CONSTRUCTION OF THE IMPROVEMENTS**

#### **SECTION 5.1 Construction of Improvements**

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

#### **SECTION 5.2 Commencement and Continuation of Operations**

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

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

### **SECTION 5.3 Time for Commencement and Completion**

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

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

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

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

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

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

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

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

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

#### **SECTION 5.6 Tax Credits and Incentives**

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

### **ARTICLE VI**

#### **SUBMISSION OF PLANS; REVIEW AND APPROVAL BY THE CITY**

##### **SECTION 6.1 Time for Submission of Plans**

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

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

##### **SECTION 6.2 Review of Plans**

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

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

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

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

## ARTICLE VII

### COMPLETION OF IMPROVEMENTS

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

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

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

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

## **ARTICLE IX**

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

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

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

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

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

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

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

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

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

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

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

#### 9.5 **Environmental Indemnification.**

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

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

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

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

## **ARTICLE X**

### **MAINTENANCE OF IMPROVEMENTS**

#### **SECTION 10.1 Maintenance of Improvements**

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

## **ARTICLE XI**

### **EVENTS OF DEFAULT; REMEDIES**

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

#### **SECTION 11.2 Defaults by Developer**

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



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

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

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

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

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

### **SECTION 11.3 Force Majeure**

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

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

## ARTICLE XII

### **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **SECTION 12.1 Representations, Warranties and Covenants of the City.**

The City represents and warrants that:

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

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

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

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

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

with a copy to:

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

(b) With respect to the City:

Director, Office of Planning & Economic Development  
City of Bridgeport

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

**SECTION 13.12 Limitations on Personal or Financial Interest**

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

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

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

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

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

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

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

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

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

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

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

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

**[ Signatures to follow on next page ]**



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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF BRIDGEPORT**

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

**DEVELOPER**

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

Its \_\_\_\_\_  
Duly authorized

**Schedule A**

**Description of the Property**

[TO BE PROVIDED UPON MUTUAL AGREEMENT OF THE PARTIES]

**Schedule B**

**Permitted Encumbrances**

[TO BE PROVIDED UPON MUTUAL AGREEMENT OF THE PARTIES]

**Exhibit A**

**Ground Lease**

**Exhibit B**

**Developer's Preliminary Site Plan**

**Exhibit C**

**Development Schedule**

**Exhibit D**

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

**Disbursement Requirements For State Funds**



**GROUND LEASE**

by and between

**CITY OF BRIDGEPORT**

and

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

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

Dated as of \_\_\_\_\_, 2023

## TABLE OF CONTENTS

### Article

### Page No.

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

## **SCHEDULES**

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

## **EXHIBITS**

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

## GROUND LEASE

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

### WITNESSETH:

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

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

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

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

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

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

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

## ARTICLE 1

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

### DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2

### GRANT OF LEASE

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

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

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

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

[NONE]

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

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

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

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



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

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

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

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

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

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

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

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

### Definitions

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3

#### TERM

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

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

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

#### ARTICLE 4

##### RENT

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

#### ARTICLE 5

##### TYPE OF DEMISE

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

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

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

## ARTICLE 6

### USE AND MAINTENANCE OF PREMISES

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

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

Section 6.2. Maintenance of Improvements and Alterations; Restoration After Partial or Total Destruction. Throughout the Term, the Tenant shall maintain the Improvements in reasonably good and stable condition, making any and all necessary ordinary and capital repairs thereto or capital replacements thereof at its sole cost and expense. In the event any or all of the Improvements shall be partially or totally destroyed, the Tenant shall repair or reconstruct same to render them substantially equivalent to the form of the Improvements prior to said destruction or construct a replacement improvement of equivalent or greater value, all at its sole cost and expense within one (1) year from the date of such damage or destruction, unless the Landlord agrees to a longer period in the exercise of its commercial business judgment, provided, however, that the Tenant shall not be required to repair or restore the Improvements partially or totally destroyed in the final two (2) years of the Initial Term or any Renewal Term, as applicable. The provisions of this Section 6.2 shall survive the termination of this Lease.

Section 6.3. Compliance With Laws. The Tenant shall comply with all Applicable Laws related to the Premises, the Project and the use thereof and shall not use or allow the Premises to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto.

## ARTICLE 7

### QUIET ENJOYMENT

Section 7.1. Right to Quiet Enjoyment. In consideration of the lease of the Premises, the Tenant's full and timely payment of the Rent, and the Tenant's full, timely and diligent performance of all terms and conditions of this Lease, the Tenant shall quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or

molestation by any party claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease.

## ARTICLE 8

### RELATIONSHIP OF THE PARTIES

Section 8.1. No Partnership, Joint Venture, Etc. Nothing in this Lease shall create or be construed to create a partnership between the Tenant and the Landlord, or make them joint venturers, or bind or make the Landlord in any way liable or responsible for any debts, obligations, liabilities or losses of the Tenant.

Section 8.2. Disclosure. Commencing upon the execution of this Lease and annually thereafter, the Tenant shall disclose to the Landlord in writing the names of its officers, directors, managers, subtenants, agents and any other individuals or entities having a significant role in the activities of the Tenant. At no time may any such individual or entity be delinquent in any tax obligation owed to the City of Bridgeport or have been convicted of or charged with a crime punishable by a prison term of one year or more or by a fine of \$10,000 or more for the previous ten (10) years.

## ARTICLE 9

### DESIGN REVIEW; DEVELOPMENT IN PHASES; SCHEDULE OF COMPLETION; SUBSTANTIAL COMPLETION

Section 9.1. Future Alterations and/or Expansions. The Tenant agrees that it shall not make future alterations or expansions of the Improvements on the Premises without the Landlord's Approval except for accessory uses not requiring a building permit. Other improvements in each Phase not previously constructed or Approved by the Landlord require prior notice to and receipt of the Landlord's Approval, which may not be unreasonably withheld in the exercise of the Landlord's commercial business judgment. The rights and obligations set forth in this Article shall survive the expiration or earlier termination of this Lease.

Section 9.2. Phases of Development. If there are any Phases of the Project that have not been completed prior to the execution of this Lease, the Tenant shall continue to be obligated to develop the Project in such Phases in the manner and within the timeframes established in the LDA.

Section 9.3. Landlord's Right to Approve all Subtenants and Occupants.

(a) The Tenant shall request the Landlord's Approval, acting through OPED, in writing, to sublet or permit temporary occupancy by a third party of a portion of the Premises, which request shall contain the name of the entity, the names of its principal

owners or members having 10% or more ownership, a copy of the proposed agreement containing the material terms of any sublease, license, lease or other occupancy agreement (each, an "**Occupancy Agreement**"). The Tenant shall send such request not less than thirty (30) days prior to the proposed effective date of any such transaction and provide any other information or documents reasonably requested by the Landlord. The Landlord may grant Approval of such Occupancy Agreement in the exercise of its commercial business judgment reasonably exercised.

(b) If the Tenant enters into an occupancy agreement or permits occupants other than the Tenant at the Premises or any portion thereof without the Landlord's prior Approval, the Landlord shall have the right to declare a Tenant Default and terminate this Lease unless the Tenant removes such occupant within thirty (30) days after written notice from Landlord. If the Tenant fails to remove such occupant from the Premises within such 30-day period, in addition to the Landlord's right to terminate this Lease, it may impose upon Tenant a \$500 per day fine ("**Liquidated Damages**") measured from the date of delivery of such 30-day notice and continuing daily until such occupant is removed to the Landlord's sole satisfaction. Such Liquidated Damages shall constitute a lien on the Tenant's leasehold interest in the Premises and a lien on the Tenant's Improvements. The Parties agree that the injury to the Landlord for such an unauthorized occupancy established by the amount of Liquidated Damages are a reasonable amount because the damage to the Landlord resulting from such default are uncertain or difficult of proof and the amount agreed to is not greatly disproportionate to the Landlord's anticipated damages.

Section 9.4. Use of Minority and Local Companies. The Tenant shall continue to be obligated under the LDA to meet the goals and requirements of the Landlord's Minority Business Enterprise Ordinance to hire minority-owned companies and to hire Bridgeport residents in connection with the construction of the Project.

Section 9.5. Landlord Cooperation. The Landlord agrees to cooperate fully with the Tenant at no cost to the Landlord in connection with the construction of the Phases of the Project, including, without limitation, signing any necessary applications or permits as owner of the Premises and otherwise assisting Tenant in the timely and lawful completion of any remaining Phases of the Project not yet completed at no cost to the Landlord.

## ARTICLE 10

### LEASEHOLD FINANCING

Section 10.1. Leasehold Mortgages Permitted. With the prior written Approval of Landlord not to be unreasonably withheld, the Tenant may, upon the circumstances and subject to the terms contained in this Article, encumber the Tenant's leasehold interest in the Premises and the Project and all of Tenant's rights under this Lease in order to finance the construction of the Project.

Section 10.2. Landlord To Join in Financing Or Recognize in Writing the Leasehold Mortgagee's Rights. In connection with any such leasehold financing, the Tenant may require the Landlord, and the Landlord hereby agrees, to either:

(a) acknowledge the existence or commencement of a mortgage or other financing instrument on the Tenant's leasehold interest in the Premises to provide financing for the Project, or

(b) execute an agreement with any mortgagee or financing party, in recordable form and otherwise in form and substance satisfactory to such party, providing in pertinent part that:

(1) The Landlord will give such party notice of any default by Tenant under this Lease and a reasonable opportunity to cure such default; provided, however, that such party shall have no obligation to effect a cure of the Tenant's default by reason of receipt of such notice;

(2) In the event such mortgage is foreclosed upon by the mortgagee and the leasehold estate is acquired by the mortgagee or an independent third party as the result of a foreclosure sale under said mortgage, this Lease will survive any such foreclosure and the Landlord will permit such acquiring mortgagee or independent third party to become the Tenant under this Lease, provided that such mortgagee or third party shall execute an assignment and assumption agreement acceptable to the Landlord in the Landlord's exercise of its commercial business judgment reasonably exercised wherein all obligations, covenants and undertakings of the Tenant are assumed by the mortgagee or third party, as the case may be, which assumption or liability shall be limited to the period of time during which such mortgagee or third party is the holder of the leasehold estate created by this Lease;

(3) Neither the Landlord nor the Tenant may modify this Lease or terminate the same without prior written notice to the mortgagee and receipt of its prior written consent;

(4) The Landlord hereby agrees that if any leasehold mortgagee to whom the Tenant proposes to grant a leasehold mortgage on the Tenant's leasehold interest hereby created shall require as a condition to making any loan secured by such leasehold interest that the Landlord agree to modifications of this Lease, then the Landlord agrees that it will enter into modifications that are required by such lender mortgagee provided that such changes are reasonable in Landlord's commercial business judgment. However, in no circumstances shall the Landlord be required to make any agreement that materially changes the dimensions of the Premises, decreases the Rent, materially abridges or extends the Term of the Lease, requires the expenditure of funds by the Landlord which the Landlord is not obligated to expend under the terms of this Lease, or in any other manner materially modifies the Landlord's rights, remedies or obligations



under this Lease. The foregoing enumeration is not intended as a limitation on the Landlord's right to refuse to consent to a modification.

(5) Any subsequent tenant of the mortgagee shall be permitted to become the Tenant under this Lease provided it executes an assignment and assumption agreement satisfactory to Landlord in Landlord's commercial business judgment.

Section 10.3. New Lease in the Event of Bankruptcy. If, at any time during the Term of this Lease, the Tenant files for bankruptcy protection under the Bankruptcy Code or any successor statute thereto, or under any statute pursuant to which the Landlord may reject this Lease, and the Landlord does in fact reject this Lease, the Landlord shall enter into a new lease with such mortgagee on identical terms to those contained in this Lease for the remainder of the Term provided for hereunder. In such circumstances, the mortgagee shall have the right to transfer its rights under the new Lease to a third party, provided however, that such third party shall have executed an assignment and assumption agreement acceptable to the Landlord in the Landlord's commercial business judgment reasonably exercised providing that such third party assumes all obligations, covenants and undertakings of the Tenant under this Lease arising after the execution of such assignment and the issuance of a new lease.

Section 10.4. Types of Leasehold Mortgages Permitted. Any mortgage permitted hereunder is required to be in favor of an institutional lender as mortgagee, meaning any nationally chartered or State bank, trust company, savings and loan association, insurance company, pension fund, governmental lending or bond-issuing agency, or similar organization (each, an "**Institutional Lender**").

Section 10.5. Limitations on Landlord's Liability. In the event the Landlord joins in a mortgage permitted hereunder, in accordance with Section 10.2, such mortgage must contain a provision that the mortgagee recognizes it to be a fact that the joinder by the Landlord in the mortgage is primarily for the purpose of creating a mortgage lien against the Tenant's leasehold interest in the Premises and that no personal liability shall ever attach to or personal judgment be sought or obtained against the Landlord by reason of the Landlord's joinder in the mortgage.

Section 10.6. Limitations on Leasehold Mortgagee's Liability. No leasehold mortgagee shall be or become liable to the Landlord as an assignee of this Lease or otherwise until it expressly assumes by written instrument such liability (in which event the mortgagee's liability shall be limited to the period in which it is the holder of the leasehold estate created by this Lease), and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof, provided, however, that nothing in this Section 10.6 shall be deemed to prevent the Landlord from exercising the remedies contained in Article 17 if the obligations of such foreclosing mortgagee as the Tenant under this Lease are not subsequently performed. No person who acquires title to, or other rights in, the Premises or this Lease solely by virtue of a mortgage, collateral assignment, security agreement, or similar security instrument shall have any liability under this Lease except as provided in this Article 10, notwithstanding

that such security instrument may provide for a present assignment of the Tenant's rights under this Lease to the mortgagee.

## ARTICLE 11

### INDEMNIFICATION AND INSURANCE

#### Section 11.1. Indemnification.

(a) Each Party (the "**Indemnifying Party**") shall defend, hold harmless and indemnify the other Party (the "**Indemnified Party**") against any and all claims, causes of action, damages, judgments, liability costs, expenses, including attorneys' and consultants' fees, and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at or about the Premises or any part thereof, or occasioned wholly or in part by any act, omission or negligence of the Indemnifying Party, its subtenants and occupants, agents, contractors, employees, servants, licensees, or others under its direction or control, except for those matters resulting from the proximate cause of the Indemnified Party if the Tenant and resulting from the sole proximate cause of the Indemnified Party if the Landlord.

(b) In addition the Tenant covenants and agrees that it shall defend and indemnify the Landlord and hold it harmless from and against any claims, judgments, liens, damages, penalties, fines, costs, liabilities, losses or other expense, including without limitation all reasonable attorneys' fees, incurred or paid by the Landlord arising out of: (i) The Tenant's failure to perform and comply with any of its covenants, representations, agreements and obligations arising under this Agreement, or (ii) the material inaccuracy of any representation, warranty, covenant or agreement made by the Tenant to the Landlord or any other governmental agency, commission, board or other entity related to the Premises or pursuant to the terms of this Agreement.

(c) Within thirty (30) days after an event giving rise to a claim for indemnification becomes known to a Party, the Indemnified Party shall promptly notify the Indemnifying Party in writing of its claim for indemnification hereunder. Such notice shall contain a brief written description of the facts relating to the alleged claim, suit, proceeding or loss and copies of all relevant documents, pleadings or other instruments relating thereto. The Indemnifying Party shall then proceed to provide a defense of such matter on behalf of the Indemnified Party at the Indemnifying Party's sole cost and expense and may not compromise or settle such alleged claim, suit or proceeding without the Indemnified Party's prior written consent, which consent may not be unreasonably withheld or delayed in the exercise of the Indemnified Party's commercial business judgment, reasonably exercised.

Section 11.2. Insurance Requirements: The following insurance coverage is required of the Tenant and the **Tenant shall ensure that the Landlord is named by policy endorsement as an additional insured with thirty (30) days notice of**

**cancellation by policy endorsement.** The Tenant shall procure, present to the Landlord, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the Landlord.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$2,000,000 per occurrence and \$1,000,000 property damage.

Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

Upon commencement of the construction of any Phase of the Project not started at the time of the execution of this Lease, a policy of Builder's Risk Comprehensive Insurance with endorsements for fire, extended coverage, and vandalism insurance, in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the Premises and the Improvements, and in any event, in amounts not less than one hundred (100%) percent of the fair market value of the Project and the Improvements. For the purpose of this paragraph, the aforesaid policy of Builder's Risk Comprehensive Insurance, if carried by the general contractor who has contracted to construct the Improvements (as evidenced by a copy of the declaration page of such policy affording such coverage or a certificate of insurance evidencing the same), and

meeting all of the Landlord's requirements for coverage need not be carried by the Tenant.

General requirements. All policies shall include the following provisions:

General provisions—No policy shall have a deductible of more than \$25,000.00 without the prior consent of the Landlord. Each policy shall provide that it shall not be invalidated as to the Landlord by reason of any act or omission by the Tenant or if the Tenant has made any misrepresentations in its application for said insurance. All policies shall be written as primary and not contributing with or in excess of the coverage which the Landlord may carry. All policies of insurance required pursuant to this Article 11 shall be issued by insurers licensed to do business in the State of Connecticut.

Cancellation notice—The Landlord shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage **by policy endorsement** to be given to the Landlord at: Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance; **Required Endorsements**—All policies of liability coverage shall be evidenced by an original certificate of insurance **and a policy endorsement** as above described delivered to the Landlord and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate **and endorsements** required to be delivered to the Landlord prior to the Tenant's entry upon the Premises and prior to any work or other activity with new certificates **and endorsements** evidencing the coverages required annually during the Term.

Additional insured—The Tenant shall name the Landlord, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the Landlord, as its interest may appear, on a non-contributory basis. The undersigned shall submit to the Landlord prior to the Tenant's entry upon the Premises and upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this Lease, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut issued in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Office of Planning and Economic Development  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut 06604".

Section 11.3. Tenant Responsible. The Landlord shall not be liable for any theft or damage to the Premises nor for any damage caused by any persons in or about the Premises, or caused during construction of any private, public or quasi-public work. All property of the Tenant at or about the Premises shall be installed, used, or enjoyed at the risk of the Tenant only, and the Tenant shall defend, indemnify and hold the Landlord harmless from any and all claims and/or causes of action pertaining to, or arising out of, damage to the same including, but not limited to, subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the sole, proximate negligence of the Landlord. This paragraph shall survive expiration of this Lease or early termination.

Section 11.4. No Abatement of Rent. The Tenant shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term hereof, notwithstanding any destruction or damage to the Premises by any cause whatsoever.

## ARTICLE 12

### CONDEMNATION

Section 12.1. Entire Taking. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole or materially all of the Premises at any time during the Term, the rights of the Landlord and the Tenant to share in the net proceeds of any award for land, buildings, improvements and damages upon any such taking, shall be as follows and in the following order of priority:

(a) The Landlord, at all times, regardless of when the taking occurs, shall be entitled to receive that portion of the award as shall represent compensation for the value of the Landlord's fee simple interest in the Premises, considered as vacant and unimproved land, such value being hereinafter referred to as the "Land Value." The Landlord shall also be entitled to costs and any interest awarded in the condemnation proceeding proportionately attributable to such Land Value.

(b) During the Term herein demised, the Tenant shall be entitled to the entire balance of the award, which balance is hereinafter referred to as "Award Balance."

(c) If the values of the respective interest of the Landlord and the Tenant shall be determined according to the provision of subdivisions (a) and (b) of this Section in the proceeding pursuant to which the Premises shall have been taken or condemned, the values so determined shall be conclusive and enforceable upon the Landlord and the

Tenant. If such values shall not have been thus separately determined, such values shall be fixed by agreement between the Landlord and the Tenant, or, if they are unable to agree, then the controversy shall be resolved by the dispute resolution procedures set forth herein.

Section 12.2. Definition of Entire Taking. If title to the whole or materially all of the Premises shall be taken or condemned, this Lease shall cease and terminate, and all Rent, additional rent and other charges hereunder shall be apportioned as of the date of vesting of title in such taking or condemnation proceeding. For the purposes of this Article, a taking or condemnation of materially all of the Premises, as distinguished from a taking or condemnation of the whole of the premises of which the Premises is a portion, means a taking of such scope that the untaken portion of the Premises is insufficient to permit the restoration of the then-existing improvements thereon so as to constitute a complete rentable building capable of producing a proportionately fair and reasonable net annual income, taking into consideration the payment of all operating expenses thereof, including, but not limited to, the net rent, additional rent and all other charges herein reserved, and, after the performance of all covenants, agreements and provisions herein provided to be performed by the Tenant. The determination of what constitutes a fair and reasonable net annual income shall be governed by reference to the average net annual income produced by the Premises during the five-year period immediately preceding the taking. As used above, the term "operating expenses" does not include depreciation, income taxes or franchise taxes.

Section 12.3. Partial Taking. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Premises, this Lease (except as hereinafter provided) shall, nevertheless, continue, but the annual net Rent to be paid by the Tenant shall thereafter be reduced in the ratio that the rental value of the portion of the Premises taken or condemned bears to the rental value of the entire Premises at the time of the taking or condemnation and the Tenant shall promptly restore the building, as below provided.

That portion of the award as shall represent compensation for the Land Value shall belong to the Landlord. The Award Balance shall belong to the Tenant.

Should such partial taking or condemnation (a) result in rendering the part of the Premises remaining, unsuitable for the purposes for which the building was designed or (b) occur during the last five (5) years of the Term, then the Tenant in either event, at its option, upon thirty (30) days' prior notice to the Landlord, given at any time within sixty (60) days after the vesting of title in the condemnor, may cancel and terminate this Lease and the net rental and other charges hereunder to be apportioned as of the date of termination and the Tenant to be discharged from responsibility to restore the Premises. In the circumstances of such termination, the entire Award Balance shall belong to the Landlord free of any claim thereto or any part thereof by the Tenant, anything above set forth to the contrary notwithstanding.

Section 12.4. Temporary Taking. If the whole or any part of the Premises or of the Tenant's interest under this Lease be taken or condemned by any competent authority

for its or their temporary use or occupancy, this Lease shall not terminate by reason thereof and the Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all additional rent and other charges payable by the Tenant hereunder, and, except only to the extent that the Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions, and obligations hereof upon the part of the Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking, or condemnation, the Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid or by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the term of this Lease, in which case such award shall be apportioned between the Landlord and the Tenant as of such date of expiration of the Term, but the Landlord shall in that circumstance receive the entire portion of the award that is attributable to physical damage to the Premises and the restoration thereof to the condition immediately prior to the taking or condemnation. The Tenant covenants that, upon the termination of any such period of temporary use or occupancy, prior to the expiration of the Term, it will, at its sole cost and expense, restore the Premises, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such taking.

## ARTICLE 13

### PAYMENT OF TAXES

Section 13.1. Payment of Personal Property Taxes. The Tenant shall be responsible for any and all personal property taxes, charges, water and sewer charges and assessments, extraordinary as well as ordinary (each a "Tax") starting at such time as they may be levied, imposed or assessed during the Term of this Lease by governmental authorities upon the Premises or the Project.

Section 13.2. Changes in Taxation. If at any time after the date of this Lease, the methods of taxation of real property prevailing at the date of this Lease shall be altered and there shall be levied, assessed or imposed in substitution, in whole or in part, for the present general real estate taxes, a capital levy tax, or a tax upon revenues or rents derived from real estate or personal property, or any other tax howsoever denominated by whatsoever governmental agency or authority (including, but not limited to, any municipal, county, state, or federal authority) which shall be measured by or based in whole, or in part, upon the value of the Premises or the revenues or rents derived therefrom, then all such taxes, or the part thereof so measured or based, shall be deemed to be included within the term "Tax" for purposes of this Section, but only to the extent to which they shall be substituted for the present personal property taxes. In addition, the Tenant shall pay any new tax of a nature not presently in effect, but which may hereafter be levied, assessed or imposed upon the Landlord or the Premises, if such tax is based on or arises out of the ownership, use or operation of the Premises or the Project.

Section 13.3. Tenant to Provide Evidence of Payment. Tenant shall furnish Landlord and its mortgagees, if any, within thirty (30) days after the date when any Tax would become delinquent, with evidence satisfactory to the Landlord or such mortgagee, evidencing the payment thereof. A certificate, receipt or bill of the appropriate official authorized to make or issue the same or to receive payment of any such Tax, shall be prima facie evidence that such Tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, receipt or bill.

## ARTICLE 14

### DEFAULTS; REMEDIES

#### Section 14.1. Tenant's Default; Landlord Remedies.

(a) In the event the Tenant defaults in the full and timely payment of any or all sums payable under this Lease, whether as Rent, utilities or service charges, insurance premium costs, Taxes, other taxes, charges, or assessments, or any other charges whatsoever, and said default continues for ten (10) days after written notice from the Landlord to the Tenant specifying the obligations in default or in the event the Tenant defaults in the full and timely performance of any and all material terms and conditions of this Lease (each a "**Tenant Event of Default**") and said default continues for (30) days after written notice from the Landlord to the Tenant specifying the facts of such default, or in the case of a default which cannot with due diligence be cured within said 30-day period, the Tenant fails to proceed promptly with best efforts to cure the same and thereafter to prosecute the curing of such default with due diligence; or if the Tenant does anything constituting a default under the section of this Lease relating to the Tenant's bankruptcy (a "**Tenant Default**"), then in any or all such events the Landlord shall be entitled to exercise any and all remedies under this Lease and/or those available at law and/or equity with respect to such Tenant Default, and those remedies shall include, but not be limited to the following:

(i) The Landlord shall be entitled to terminate this Lease and the Tenant's occupancy by written notice to that effect sent to the Tenant, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the parties to the contrary), and the Tenant shall forthwith quit, vacate and surrender the Premises to the Landlord and the Tenant shall be liable for and thereupon pay to the Landlord any and all sums described in this Lease to the expiration date thereof on the Tenant's part to be paid, all of which amounts shall be immediately due and payable from the Tenant to the Landlord. The Landlord or its designees shall also be entitled with prior written notice to enter the Premises whether by force, peaceable repossession, summary proceedings or action or proceedings at



law or equity, and remove the Tenant and anyone seeking to claim rights or interest in the Premises together with all the portable personal property of said persons or entities, and the Landlord shall be entitled to place and store the same in a public or private warehouse at the Tenant's expense, all without liability to the Landlord or its designees and without being liable, or subject to prosecution therefor.

(ii) The Landlord shall also be entitled to take, hold, and use all, but only all, of the Premises for its own account, in which event the Tenant shall forthwith pay to the Landlord any and all costs, expenses, fees, attorneys' fees, and losses incurred by the Landlord in recovering the Premises and such property, restoring the same to good repair and good working order, removing property of the Tenant or others, curing any and all defaults of the Tenant up to the date of the Landlord's taking of the Premises for which purposes the Landlord shall be entitled to recover said sums from the Tenant by any or all remedies available at law and equity.

(iii) The Landlord shall also be entitled, without terminating this Lease, to re-let all, or part, of the Premises for the account of the Tenant for the balance of the Term described in this Lease or any longer or shorter period, on the same or other terms and conditions in whole or in part, and alter, decorate, repair or restore the Premises and any such personalty in any way appropriate or necessary in the Landlord's discretion to re-let the same, without releasing the Tenant from any liability to Landlord, and apply the proceeds of such re-letting first to reimbursement or payment, as the case may be, of the cost and expenses of removing the Tenant and any others from the said Premises, then to restoring and repairing the Premises, then to the costs and expense of preparing the same for any new tenant or tenants, then to the costs and expenses of re-letting the same, then to its attorneys' fees in the matter, and then applied to the extent thereof in full or part payment as the case may be to any and all sums described in this Lease as Rent whether due or to become due, and the Tenant shall be and remain liable for any deficiency in the full payment and satisfaction of the foregoing and shall pay such deficiency to the Landlord forthwith upon the Landlord's demand, failing which the Landlord shall be entitled to collect the same by remedies available at law and equity, and the Tenant shall be entitled to any surplus after such full payment and satisfaction for all of the foregoing.

(b) Tenant Liable for the Landlord's Attorneys' Fees. In case suit shall be brought for recovery of possession of the Premises and/or for the recovery of Rent or any other amounts due under the provisions of this Lease or because of the breach of any other covenant herein contained on the part of the Tenant to be kept or performed, and such breach shall be established, the Tenant shall pay to the Landlord all reasonable expenses incurred therefor, including out-of-pocket expenses, court costs and reasonable attorneys' fees. This paragraph shall survive termination of the Lease.

(c) Landlord's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to and not in substitution for any remedies available at law or equity.

(d) Landlord's Right to Cure Tenant's Defaults. If the Tenant shall default in the performance or observance of any covenant or condition herein contained on the Tenant's part to be performed or observed, the Landlord may, on at least (10) days' prior written notice to the Tenant, or without notice if in the Landlord's opinion an emergency shall exist, perform the same for the account and at the expense of the Tenant, and the expense of so doing, together with interest thereon at the maximum annual rate permitted by law, from the date of the advance therefor, shall be additional rent hereunder and due and payable upon the Landlord's demand therefor. If the Landlord shall incur any costs, including reasonable attorneys' fees, instituting, prosecuting or defending any action or proceedings instituted by reason of a default by the Tenant, the Tenant shall promptly reimburse the Landlord for the amount of such expense.

(e) No Waiver of Performance Except in Writing. No failure by the Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by the Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

(f) Landlord's Right of Injunction. In the event of any breach or threatened breach by the Tenant of any of the agreements, terms, covenants, or conditions contained in this Lease, the Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed by law or in equity, or by statute or otherwise, as though right of re-entry, summary proceedings and other remedies were not provided for in this Lease.

(g) Trustee's Right to Cure Tenant Default. The Landlord agrees to give to the Trustee in bankruptcy copies of all notices of the Tenant default(s) under this Lease in the same manner as, and whenever, the Landlord shall give any such notice of default to the Tenant. The Trustee shall have the right to remedy any Tenant default under this Lease, or to cause any default of the Tenant under this Lease to be remedied, and for such purpose the Landlord hereby grants the Trustee such period of time given to the Tenant for remedying, or causing to be remedied, any such default plus thirty (30) days. The Landlord shall accept performance by the Trustee of any term, covenant, condition or agreement to be

performed by the Tenant under this Lease with the same force and effect as though performed by the Tenant.

Section 14.2. Landlord Default; Tenant Remedies.

(a) In the event the Landlord defaults in the full and timely performance of any and all material terms and conditions of this Lease (each a "**Landlord Event of Default**") and said default continues for (30) days after written notice from the Tenant specifying the facts of such default, or in the case of a default which cannot with due diligence be cured within said 30-day period, the Landlord fails to proceed promptly with best efforts to cure the same and thereafter to prosecute the curing of such default with due diligence; or if the Landlord does anything constituting a default under the section of this Lease relating to the Landlord's bankruptcy (a "**Landlord Default**"), then in any or all such events the Tenant shall be entitled to exercise any and all remedies under this Lease and/or those available at law and/or equity with respect to such Landlord Default, and those remedies shall include, but not be limited to the following:

(i) The Tenant shall be entitled to terminate this Lease by written notice to that effect sent to the Landlord, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the Parties to the contrary).

(ii) The Tenant shall also be entitled to seek all available remedies at law or in equity against the Landlord, provided, however, the Tenant shall not be entitled to seek or recover consequential, punitive, exemplary or other damages.

(b) Landlord Liable for Tenant's Attorneys' Fees. In case suit shall be brought for a Landlord Default because of the breach of any covenant herein contained on the part of the Landlord to be kept or performed, and such breach shall be established, the Landlord shall pay to the Tenant all costs and expenses incurred in connection therewith, including out-of-pocket expenses, court costs and reasonable attorneys' fees. This paragraph shall survive termination of the Lease.

(c) Tenant's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to and not in substitution for any remedies available at law or equity.

(d) Tenant's Right to Cure Landlord's Defaults. If the Landlord shall default in the performance or observance of any covenant or condition herein contained on the Landlord's part to be performed or observed, the Tenant may, on at least (10) days' prior written notice to the Landlord, or without notice if in the Tenant's opinion an emergency shall exist, perform the same for the account and

at the expense of the Landlord, and the expense of so doing, together with interest thereon at the maximum annual rate permitted by law, from the date of the advance therefor, shall be due and payable upon the Tenant's demand therefor. If the Tenant shall incur any costs, including reasonable attorneys' fees, instituting, prosecuting or defending any action or proceedings instituted by reason of a default by the Landlord, the Landlord shall promptly reimburse the Tenant for the amount of such expense.

(e) No Waiver of Performance Except in Writing. No failure by the Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by the Landlord, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Tenant. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

(f) Tenant's Right of Injunction. In the event of any breach or threatened breach by the Landlord of any of the agreements, terms, covenants, or conditions contained in this Lease, the Tenant shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed by law or in equity, or by statute or otherwise.

(g) Trustee's Right to Cure Landlord Default. The Tenant agrees to give to the Trustee in bankruptcy copies of all notices of the Landlord default(s) under this Lease in the same manner as, and whenever, the Landlord shall give any such notice of default to the Tenant. The Trustee shall have the right to remedy any Landlord Default under this Lease, or to cause any default of the Landlord under this Lease to be remedied, and for such purpose the Landlord hereby grants to the Trustee such period of time given to the Trustee for remedying, or causing to be remedied, any such default plus thirty (30) days. The Tenant shall accept performance by the Trustee of any term, covenant, condition or agreement to be performed by the Landlord under this Lease with the same force and effect as though performed by the Landlord.

## ARTICLE 15

### DUTY TO SURRENDER

Section 15.1. Tenant's Duty to Surrender. On the expiration or earlier termination of this Lease or any extension thereof, or upon the Landlord's exercise of its right to limit

the Tenant's occupancy to the Premises, the Tenant shall deliver possession of any portion of the Premises to the Landlord that the Tenant is not entitled to occupy under this Lease in such order and state of repair as provided herein.

## **ARTICLE 16**

### **HOLDOVER**

Section 16.1. Landlord's Rights If Tenant Holds Over. If the Tenant remains in possession of the Premises or any portion thereof after the described date of expiration of the Term or after the earlier termination of the Lease, at the option of the Landlord, the Tenant shall be deemed to be in occupation as a month-to-month tenant at the Rent most recently chargeable under the terms and conditions of this Lease, and subject to the other terms and conditions of this Lease apart from the length of Term including but not limited to Liquidated Damages, and the terms and conditions of this Lease provision shall be enforceable by the Landlord notwithstanding expiration or other termination of this Lease, but nothing in this Lease provision shall be deemed to extend the Term beyond the expiration date thereof or the date of its earlier termination nor grant any right to the Tenant or any other person to use, occupy or remain in possession of all or any part of the Premises beyond the date of expiration of this Lease or any earlier termination of this Lease. This paragraph shall survive termination of the Lease.

## **ARTICLE 17**

### **NO LANDLORD LIABILITY**

Section 17.1. No Landlord Liability. The Landlord shall not be liable for any loss or damage to the Premises, the Project or to any property of the Tenant or any other person thereon, anything in this Lease to the contrary notwithstanding and no Party shall be liable to its respective failure to perform in the case of Force Majeure (see below).

## **ARTICLE 18**

### **RIGHT OF ENTRY**

Section 18.1. Landlord's Right of Entry. The Landlord expressly reserves and shall have the right by its agents and servants upon reasonable prior notice to enter into and upon the Premises during normal business hours notice except in the case of emergency for the purpose of inspecting same.

## ARTICLE 19

### SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 19.1. Subordination to Easements and Restrictions. This Lease shall be subject to any and all easements and restrictions now of record, and to any and all utility easements hereafter affecting the Premises (the "**Permitted Encumbrances**") after the Commencement Date.

Section 19.2. Attornment. The Tenant hereby agrees that in the event of sale or assignment of the Landlord's interest in the Premises, whether by act of the Landlord, by operation of law or otherwise, the Tenant shall attorn to the Landlord or any new owner upon any such event and recognize such person, firm or entity as the owner of the Premises as the "Landlord" under this Lease and the Landlord shall deliver a non-disturbance agreement from its assignee to the Tenant in a form mutually agreeable to the parties.

Section 19.3 Estoppel. At any time, and from time to time upon not less than thirty (30) days' prior written notice by the Tenant to the Landlord, the Landlord shall execute, acknowledge and deliver to the Tenant a statement, in writing in form satisfactory to the Tenant, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and the dates to which the Rent have been paid in advance, stating whether there are any offsets to the Tenant's obligation to pay Rent hereunder and describing them, if any, and stating whether or not to the best knowledge of the signer of such certificate (who shall be a duly-authorized officer or signatory of the Landlord) the Tenant is in default in performance of any term, covenant or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, and containing such other information as shall reasonably be required by the Tenant, it being intended that any such statement delivered pursuant hereto may be relied upon by any party dealing with the Tenant.

Section 19.4. No Liens. The Tenant shall not encumber the Landlord's fee interest in the Premises in any manner without the prior written consent of the Landlord and the Landlord shall not encumber the Tenant's leasehold interest in the Premises without the prior written Approval of the Tenant.

## ARTICLE 20

### NOTICES

Section 20.1. Form and Manner of Notice. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications, or documents required or desired to be given, delivered or served, or which may be given, delivered or served under or by the terms and provisions of this

Lease, pursuant to law or otherwise, shall be in writing and shall be deemed to have been duly given, delivered or served if and when either personally delivered or two (2) days after mailing by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service addressed to the other Party, at the respective addresses of each indicated below or to such other address, for example, a mortgagee, as a Party may from time to time designate by written notice to the other Party:

(a) To Landlord: City of Bridgeport  
Director,  
Office of Planning and Economic Development  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

With copy to: City Attorney  
Office of City Attorney  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

(b) To Tenant: Keith Williams  
Chairman  
East End NRZ Market & Café Inc.  
1841 Stratford Avenue  
Bridgeport, CT 06607

With copy to: Edward Lavernoich  
President  
BEDCO  
10 Middle Street  
Bridgeport, CT 06604

## ARTICLE 21

### WAIVER

Section 21.1. Waiver Effective Only If In Writing. No waiver by either Party to this Lease of any condition or term of this Lease shall be effective unless it is in writing and

signed by the waiving party, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

## **ARTICLE 22**

### **PAYMENTS UNDER PROTEST**

Section 22.1. Tenant's Right to Make Payments Under Protest. In case of any dispute between the Landlord and the Tenant with respect to the amount of money payable by the Tenant to the Landlord under the provisions of this Lease, the Tenant shall have the right to make payment under protest, and, in such event, shall be permitted to assert and prosecute a claim or claims for the recovery of the sum, or any part thereof, that shall have been so paid by the Tenant under protest.

## **ARTICLE 23**

### **ENTIRE AGREEMENT; NO ORAL MODIFICATION**

Section 23.1. All Prior Understandings and Writings Merged. All prior understandings and agreements between the Parties are merged into this Lease, which alone fully and completely sets forth the understanding of the Parties, and this Lease may not be changed orally or in any manner other than by an agreement in writing and signed by the Party against whom enforcement of the change or termination is sought.

## **ARTICLE 24**

### **COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES**

24.1. Covenants Binding on Heirs, Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of the Landlord, its successors and assigns, and the Tenant, its permitted successors and assigns, except as may be otherwise provided herein.

## **ARTICLE 25**

### **CONSTRUCTION OF LEASE**

Section 25.1. Connecticut Law Applies. This Lease shall be governed and construed in accordance with the laws of the State of Connecticut.



## ARTICLE 26

### CAPTIONS AND TABLE OF CONTENTS

Section 26.1. Captions. The captions of this Lease are for convenience and reference only, and neither define, limit nor describe the scope or intent of this Lease nor in any way affect this Lease.

Section 26.2. Table of Contents. The Table of Contents preceding this Lease, but under the same cover, is for the purpose of convenience and reference only, and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto, or amendatory thereof.

## ARTICLE 27

### RESOLUTION OF DISPUTES

Section 27.1. Disputes. All disputes under this Agreement shall be resolved by a court of law having jurisdiction over the parties located in Fairfield County, Connecticut.

## ARTICLE 28

### NO MERGER

Section 28.1. No Merger. There shall be no merger of the leasehold estate with the fee estate in the real property comprising the Premises because one Party or such Party's transferee may acquire or shall hold directly or indirectly any interest in the estate created by or granted by this Lease and no such merger shall occur unless all entities shall obtain the Approval of their respective governing bodies and thereafter join in a written instrument effecting such merger and shall duly-record same on the land records of the City of Bridgeport.

## ARTICLE 29

### COUNTERPARTS

Section 29.1. Counterparts. This Lease may be executed by the Parties in several counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement.

## ARTICLE 30

### NON-DISCRIMINATION

#### Section 30.1. Non-Discrimination; Affirmative Efforts to Hire MBEs, WBEs, Bridgeport-Based Businesses.

The Tenant agrees to comply with the City of Bridgeport's laws against discrimination and its MBE Ordinance in contracting for construction services with minority business enterprises, women's business enterprises and Bridgeport-based businesses and shall use its best efforts to meet the requirements and goals set forth in such MBE Ordinance.

## ARTICLE 31

### TRANSFER; ASSIGNMENT

#### Section 32.1. Landlord Consent to Tenant's Transfer or Assigning of Interest.

(a) The Tenant represents and warrants to the Landlord that its lease of the Premises and its other undertakings pursuant to this Agreement, are and will be for the purpose of the development and use of the Premises in accordance with the terms of this Lease and the LDA.

(b) Tenant's Transfer or Encumbrance of its Leasehold Interest in the Premises Prior to Completion of the Project.

(1) Prior to completion of the Improvements constituting the Project, the Tenant shall not convey, assign or otherwise transfer to a third party any portion of its interest in the Premises except in the manner set forth in this Lease to an Affiliate that is Approved by the Landlord. The Tenant shall deliver written notice to the Landlord of such proposed transfer, together with all material information pertaining to the proposed transaction and any proposed Affiliate, an assignment and assumption agreement reasonably satisfactory to the Landlord, and a written instrument reasonably satisfactory to the Landlord guaranteeing the performance of this Lease by the transferee. The Tenant shall not make any such transfer until it obtains the prior written Approval of the Landlord, which Approval shall not be unreasonably withheld or delayed in the exercise of Landlord's commercial business judgment, reasonably exercised. No such assignment shall relieve the Tenant of any obligation arising in connection with this Agreement except as may be set forth in an assignment and assumption agreement acceptable to the Landlord.

(c) Transfer of Tenant's Interest Subsequent to Completion of the Project.

(1) Subsequent to the completion of the Improvements, the Tenant shall have the right to convey, assign, or otherwise transfer, to a third party or to an Affiliate any of its rights or interests under this Agreement, or any right or interest it may have in the Premises, provided, however, that the Tenant has not committed a Tenant Default that continues beyond any applicable grace or cure period, and, further provided that the Tenant shall within a reasonable time before such conveyance, assignment, or transfer, deliver to the Landlord an assignment and assumption of this Lease reasonably satisfactory to the Landlord. The Tenant shall not make any such transfer until it obtains the prior written Approval of the Landlord, which Approval shall not be unreasonably withheld or delayed.

## ARTICLE 32

### FORCE MAJEURE

Section 32.1. Force Majeure. The Parties hereto, respectively, shall not be in default of this Lease if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, epidemic, pandemic, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any party's ability to perform its respective obligations, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties and may result in the need to modify the Lease accordingly.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the year and date first above written.

Signed, sealed and delivered  
in the presence of:

LANDLORD:

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name  
Title  
Duly-authorized

\_\_\_\_\_  
Witness

TENANT:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:  
Duly-authorized

\_\_\_\_\_  
Witness

**SCHEDULE A**

**Property Description**

**SCHEDULE B**

**Permitted Encumbrances**

**SCHEDULE C**

**Project Site Survey Showing Locations of All Phases  
Of the Project**

**Exhibit 1**

**Council Resolution**



**Exhibit 2**

Land Disposition Agreement dated \_\_\_\_\_,  
Incorporated by reference as if fully set forth herein.

**Exhibit 3**

**Environmental Land Use Restriction  
And Survey**

**Environmental Release**

**TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:**

**GREETING, KNOW YE, THAT** \_\_\_\_\_, having an address at \_\_\_\_\_ ("Releasor"), for good and valuable consideration received from the \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of Connecticut, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for **ITSELF, ITS** administrators, successors and assigns, remise, release and forever discharge the said \_\_\_\_\_, **ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS**, and their respective heirs, administrators, successors and assigns ("Releasees") of and from all, and all manner of, actions, causes of action, suits, personal injury claims, property damage, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity relating to:

**Environmental Conditions existing prior to the date hereof defined on Schedule A attached hereto and made a part hereof**

which against the said \_\_\_\_\_ **AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS**, and their respective heirs, administrators, successors and assigns ever had, now have or which the undersigned's administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents.

And especially in connection with **ANY ENVIRONMENTAL CLAIMS** related to that certain **Land Disposition Agreement** dated \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Releasor has hereunto set its hand and seal on the day of \_\_\_\_\_, 20\_\_\_\_.

Sealed in the presence of:

[Releasor]

\_\_\_\_\_

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

Name:

Title:

duly-authorized

\_\_\_\_\_



Item# \*57-22 Consent Calendar

Appointment of Mark Stevens Harp (D) to the Harbor Commission.



Report  
of  
Committee  
on

Miscellaneous Matters

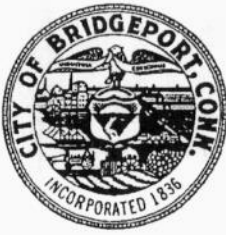
City Council Meeting Date: June 5, 2023

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

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

Date Signed: 6/13/23

RECEIVED  
CITY CLERKS OFFICE  
23 JUN 14 PM 12:38  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No.** \*57-22 Consent Calendar

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


**NAME**

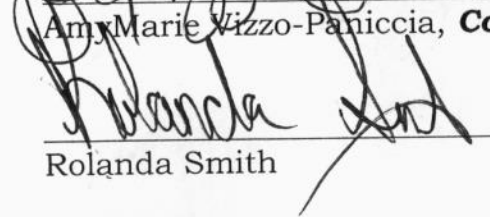
**TERM EXPIRES**

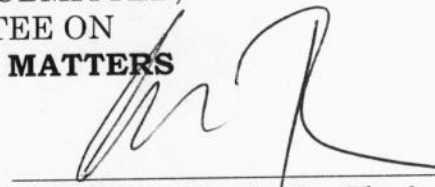
Mark Stevens Harp (D)  
1 Rockridge Circle  
Bridgeport, CT 06605

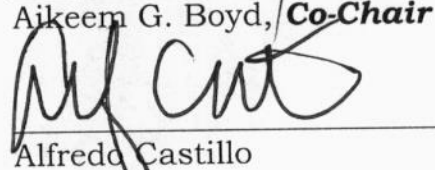
September 30, 2027

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

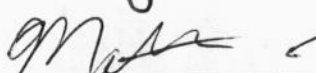
  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, **Co-Chair**

  
\_\_\_\_\_  
Rolanda Smith

  
\_\_\_\_\_  
Aikeem G. Boyd, **Co-Chair**

  
\_\_\_\_\_  
Alfredo Castillo

**VACANT**

  
\_\_\_\_\_  
Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

*City Council Date: June 5, 2023*



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

Item No. 56-22

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

**NAME**

John Mariani, Jr., (D)  
70 Leslie Road, Unit D  
Bridgeport, CT 06606

**TERM EXPIRES**

December 31, 2026

**City Council Date: June 5, 2023 (Tabled by Full Council)**



COMM. #82-22 Ref'd to ECD&E Committee on 6/5/2023 (OFF THE FLOOR)

June 5, 2023

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

**Re: Resolution – CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program**

Attached, please find a Grant Summary and Resolution for the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program**. Submittal of this proposal requires legislative authorization. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, June 5<sup>th</sup>, 2022 for referral to the Economic Development and Environment Committee for consideration.

If you have any questions or require any additional information, please contact me at 203-576-7732 or [joseph.katz@bridgeportct.gov](mailto:joseph.katz@bridgeportct.gov).

Thank you,

Joseph Katz  
Central Grants Office

RECEIVED  
CITY CLERKS OFFICE  
23 JUN -6 AM 9:52  
ATTEST  
CITY CLERK



## GRANT SUMMARY

PROJECT TITLE: **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** The Community Investment Fund 2030 (CIF) is a State of Connecticut Department of Economic and Community Development (DECD) grant program intended to foster economic development in historically underserved communities across the state. The City of Bridgeport is currently working with the Governor's Office, DECD, DEEP, the Bridgeport Port Authority, and our federal legislative delegation to plan for the future of the site where the decommissioned PSEG coal plant currently stands at Bridgeport Harbor. With the support of the Governor, the City is partnering with the Port Authority on a CIF application seeking funding for potential acquisition, demolition, and/or remediation at the site. City, State, and Federal leaders are all of the mind that proactive action is needed now in order to see progress on the site, to get it cleaned up, and to prepare the site for future development. The City's application regarding the PSEG site will also compliment the planning currently being done at the state level regarding the resiliency project on Bridgeport's waterfront.

**CONTRACT PERIOD:** TBD

<b>FUNDING SOURCES (include matching funds):</b>	
Federal:	\$ 0
State:	\$ 25,000,000
City:	\$ 0
Private funds:	\$ 0

<b>GRANT FUNDED PROJECT FUNDS REQUESTED</b>	
Acquisition, Demolition, and Remediation:	\$ 25,000,000

<b>MATCH REQUIRED – None required</b>		
	CASH	IN-KIND
Demolition:	\$ 0	\$ 0
Property Value:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**CT Department of Economic and Community Development –  
Community Investment Fund 2030 Grant Program**

**WHEREAS**, the **CT Department of Economic and Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Community Investment Fund 2030 Grant Program**; and

**WHEREAS**, funds under this grant will be used for the purposes of the acquisition, demolition, remediation, and/or planning regarding the site of the decommissioned PSEG coal plant.

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program** to fund these critical projects;

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

1. That it is cognizant of the City's grant application to and contract with the **CT Department of Economic and Community Development** for the purpose of its **Community Investment Fund 2030 Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Economic and Community Development** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.



## OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I		CITY COUNCIL SUBMISSION INFORMATION			
Log ID/Item Number:	83-22				
Submitted by Councilmember(s):	Aidee Nieves, Council President				
Co-Sponsors(s):	Choose an item.				
District:	137TH				
Subject:	Proposed Resolution regarding a Sublease Agreement with Connecticut Addiction Medicine, LLC for a clinic located at 100 Fairfield Avenue.				
Referred to:	Contracts Committee				
City Council Date:	June 5, 2023 (Off The Floor)				

SECTION II		RESOLUTION (PLEASE TYPE BELOW)			
------------	--	--------------------------------	--	--	--

~ See attached Resolution and Agreement ~

SECTION III		SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED			
-------------	--	---	--	--	--



# OFFICE OF THE CITY CLERK RESOLUTION FORM

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

## SECTION IX COMMENTS (if any)

**RESOLUTION**

Sublease Agreement – 100 Fairfield Avenue Bridgeport, Connecticut

**Item No:**

WHEREAS, the City of Bridgeport through its Department of Health & Social Services operates a Communicable Disease Clinic; and

WHEREAS, the mission of the Clinic is to treat and prevent the spread of communicable disease within the City; and

WHEREAS, the Clinic currently operates at the location known as 752 East Main Street Bridgeport, Connecticut which premises in a state of disrepair; and

WHEREAS, to better serve the public the City desires to relocate the Clinic to leased premises at 100 Fairfield Avenue, Bridgeport, Connecticut; and

WHEREAS, the City Council for the City of Bridgeport has allocated, for fiscal year 2023-2024, funds sufficient to satisfy the terms of the proposed Sublease for the premises; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport to Sublease the premises at 100 Fairfield Avenue pursuant to the terms of the Sublease Agreement, attached.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Bridgeport that the attached Sublease Agreement between Connecticut Addiction Medicine, LLC and the City of Bridgeport, or a document substantially consistent with it, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor, or his designee the Acting Director of Health & Social Services, are hereby authorized to enter into this Sublease Agreement and are further authorized to take all other actions necessary including executing such other and further documents as may be necessary in furtherance of the purpose of, and consistent with this Resolution.

RECEIVED  
CITY CLERKS OFFICE  
23 JUN - 6 AM 9:52  
CITY CLERK

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), is made as of the \_\_\_ day of June, 2023, by and between **CONNECTICUT ADDICTION MEDICINE, LLC**, a Connecticut limited liability company having an address at 546 Cromwell Avenue, Suite 101, Rocky Hill, Connecticut 06067 (the "Landlord") and the **CITY OF BRIDGEPORT, DEPARTMENT OF HEALTH**, a Connecticut municipality with an office and place of business at 999 Broad Street, Bridgeport, Connecticut 06604 (the "Tenant").

### RECITALS

The Landlord leases approximately 3,184 rentable square feet of space (the "Premises") in a certain building (the "Building") commonly known as 100 Fairfield Avenue, Bridgeport, Connecticut (the "Property"), pursuant to a Lease Agreement dated April 29, 2019 by and between FORSTONE 100, LLC, a Connecticut limited liability company (the "Original Landlord") and Landlord, a copy of which is attached hereto as Exhibit A (the "Master Lease").

MYE FAIRFIELD LLC is the current owner of the Property, is the successor in interest to the Original Landlord and is the landlord under the Master Lease (the "Master Landlord").

The Landlord desires to sublease the Premises to the Tenant under the terms and conditions of this Sublease

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and in consideration of the rents hereinafter reserved, Landlord does hereby sublet to Tenant, and Tenant does hereby take and sublease from Landlord, the Premises upon all of the terms, promises, covenants and agreements hereinafter set forth.

**1. Master Lease.** Except as otherwise set forth or modified herein: (a) this Sublease is subject to all of the provisions, terms, covenants, and conditions of the Master Lease, other than Sections 30, and 32; Section 33 is hereby modified to the extent that it represents that it is the lawful Tenant under the Master Lease and has the power and authority to enter into this Sublease and the consent of the Master Landlord to do so (b) the Landlord shall have the right to enforce all of the Master Landlord's rights under the Master Lease as if the Landlord was the Master Landlord; (c) Tenant assumes and agrees to perform and observe all provisions, terms, covenants, and conditions of the Landlord (as tenant) under the Master Lease, as if the same were fully incorporated herein; and (d) defined terms used herein without definition shall have the meanings ascribed to them in the Master Lease.

**2. Premises.**

**2.1 Description.** The Premises shall be as described in the Master Lease.

**2.2 Parking.** Tenant shall have the right to use the two (2) parking spaces as set forth in, and subject to the provisions of, Section 31 of the Master Lease.

**2.3 Common Areas.** In addition to the Premises, the Tenant and its employees shall have use and access in common with others to all Common Areas within and around the Building, as set forth in, and subject to the provisions of the Master Lease.

**2.4 Condition of the Premises.** Tenant acknowledges that except as expressly set forth herein, neither Landlord nor any agent or any employee of Landlord has made any representation or warranty with respect to the Premises or the suitability of the same for the conduct of Tenant's operations. Tenant warrants and represents that it has inspected the Premises and, except as specifically provided elsewhere in this Sublease, agrees to accept the Premises in AS-IS condition. Landlord shall have no obligation to improve, alter, repair, renovate, or render the Premises for Tenant's occupancy in any way except as specifically provided in this Sublease. Tenant's taking occupancy of the Premises shall be deemed an acceptance by Tenant of the condition of the Premises. Notwithstanding the foregoing, Landlord hereby represents, warrants, covenants and agrees that the sink, toilet, lighting, heat and hot water serving the Premises are in good working order as of the date hereof.

**3. Use of Premises.**

**3.1 Use.** Tenant shall have the right to use and occupy the Premises for a health care clinic and such necessary and ancillary purposes related thereto, and for no other use without the express written consent of the Landlord and the Master Landlord.

**3.2 Licenses and Permits.** It shall be Tenant's sole obligation to obtain all licenses, permits and franchises, if any, required by it for its use of the Premises. Tenant's failure to obtain the same, or revocation thereof by any governmental authority of any such licenses, permits or franchises heretofore or hereafter granted by any such governmental authority, shall not in any manner affect this Sublease nor diminish the amount of rent or any other payments or charges payable by Tenant hereunder. Notwithstanding Landlord represents that the Premises are zoned for Tenant's Use as set forth herein.

**3.3 Compliance with Laws.** Tenant shall comply with and conform to all the laws and regulations of the United States and the State of Connecticut, and the rules and regulations of the city in which the Premises are located so far as the Premises are or may be concerned. Tenant agrees to save Landlord harmless from all fines, penalties or costs for violation of or non-compliance with the same, except as such is the result of a condition pre-existing the execution of this Sublease. Tenant further agrees that it shall promptly notify Landlord of any written notice it receives regarding the violation of any law or requirement of any Federal, State, or municipal authority.

**3.4 Nuisance.** Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises; nor shall Tenant commit or suffer to be committed any waste in, on or about the Premises.

**3.5 Additional Covenants Regarding Use.** Tenant further covenants and agrees that throughout the Term (as hereinafter defined) of this Sublease:

(a) It will not overload, damage or deface the Premises:

(b) It will conform to all reasonable rules which Landlord or Master Landlord may make from time to time relative to the operation and use of the Property; provide, that such rules and regulations apply to all tenants of the Building and that such rules and regulations do not unreasonably interfere with Tenant's operations; and



(c) It will at all times fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction of the Premises, including, but not limited to, such as relate to the venting of noxious odors and fumes, cleanliness, safety, occupation and use of said premises and the nature, character and manner of operation of the business conducted in or at the Premises.

**4. Term of Sublease.** The term of this Sublease ("Term") shall be for a period of three (3) years commencing on June 1, 2023 (the "Commencement Date") and ending on April 28, 2026 (the "Termination Date").

**5. Rent, Taxes and Utilities.**

**5.1 Rent.** Rent shall be payable commencing on July 1, 2023 (the "Rent Commencement Date"), through the Termination Date. Tenant agrees to pay to Landlord at the offices of Landlord, or at such other place designated in writing by Landlord, without any prior demand therefor, and without any deduction or set-off, rent during the Term of this Sublease as follows (the "Rent"):

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
7/1/23-6/30/24	\$50,944	\$4,245
7/1/24-6/30/25	\$52,982	\$4,415
7/1/23-Termination Date	\$55,101	\$4,592

Rent shall be payable in monthly installments, in advance, on the Rent Commencement Date and thereafter on the first day of each month during the Term (prorated for any period of less than a full month). All Rent and other amounts payable hereunder shall be payable, without notice, demand, abatement, set-off or counterclaim, to Landlord or to such other person as Landlord may from time to time in writing direct. Tenant shall pay a late charge equal to five (5%) percent of any payment of Rent or other amount due hereunder which is not paid within ten (10) days after its due date, and all sums owing by Tenant hereunder shall, commencing forty five (45) days after their due date, bear interest at three percentage points above the Wall Street Journal "Prime Rate" from the applicable date due. Tenant shall also pay (i) to Landlord, on demand, any sales, use or similar tax which is imposed upon or measured by the Base Rent, additional rent and/or other sums by Tenant hereunder, and (ii) before delinquency, all taxes which may be imposed upon Tenant's personal property and/or any leasehold improvements made by Tenant.

**5.2 Taxes.** The Landlord shall be responsible for Taxes due under the Master Lease, other than taxes with respect to Tenant's personal property located at the Premises.

**5.3 Utilities.** The Landlord shall supply without charge to Tenant those utilities as are set forth on the Schedule of Services to the Master Lease.

**6. Insurance.** Tenant is self insured. Tenant, at or before execution of this Sublease, shall provide Landlord with a letter of self insurance in form and substance reasonably satisfactory to the Landlord.

**7. Security Deposit.** Tenant shall, simultaneously with the execution hereof, deposit (by bank or certified check drawn on a local bank) with Landlord the sum of \$8,490.00 as a security deposit. (the "Security Deposit"). The Security Deposit shall be held by Landlord as security

for the faithful performance by Tenant of all of its obligations under this Sublease. The Security Deposit shall not bear interest and may be commingled with Landlord's funds. If any Rent or other sums due hereunder shall be overdue and unpaid, or if Tenant fails to observe or perform any of its obligations under this Sublease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire Security Deposit or so much thereof as may be necessary to compensate Landlord in respect of the non-payment of rent or damage sustained by such breach; and Tenant shall forthwith upon demand restore said Security Deposit to the original sum deposited. Should Tenant be in compliance with all terms and conditions of this Sublease the full security deposit shall be returned to Tenant within fifteen (15) days of the expiration of its term.

**8. Estoppel Certificates.** Tenant, upon Landlord's or Master Landlord's written request, shall execute an estoppel certificate prepared by Landlord or Master Landlord, which certificate shall describe this Sublease and any amendments thereto and shall set forth the Sublease Term, a description of the Premises, whether the Sublease is in full force and effect, whether Tenant, to its knowledge, has any defenses or rights of offset against the Landlord or Master Landlord, whether there is any default on the part of the either party, and acknowledging that the prospective lender or purchaser is relying on the certificate and the information contained therein. Similarly, Landlord, upon Tenant's written request, shall and shall cause the Master Landlord to execute a similar estoppel certificate prepared by Tenant.

**9. General Provisions.**

**9.1 Notices.** Any notice required or permitted to be given under this Sublease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or overnight delivery to the addresses of the parties first set forth above. Any such notice shall be deemed to have been given as of the date of the postmark on the envelope enclosing the same, or in the case of overnight delivery with a recognized overnight courier service, as of the first business day following deposit of the same with the delivery service.

**9.2 Waiver.** Failure of Landlord or Tenant to complain of any act or omission on the part of Tenant or Landlord, as the case may be, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord or Tenant of any of its or their respective rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Sublease shall be deemed a waiver of a breach of any other provision of this Sublease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or an approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying said check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept said check without prejudice to receive the balance due or pursue any other remedy. Any and all rights and remedies which Landlord may have under this Sublease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

**9.3 Entire Agreement.** This instrument, including Exhibit A attached hereto and made a part hereof, contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Sublease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto.

**9.4 Partial Invalidity.** If any term, covenant, condition or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

**9.5 Governing Law.** This Sublease is made and executed in and is to be construed under the laws of the State of Connecticut. Exclusive jurisdiction for the resolution of any dispute arising under this Agreement or its interpretation shall lie in the State Courts of Fairfield County, Connecticut.

**9.6 Brokers.** The parties recognize and agree that, except for Mark Yash/Hodson Realty Inc. (the "Broker"), whose compensation shall be paid under a separate agreement with the Landlord, no real estate broker brought the Landlord and Tenant together and negotiated this Sublease, and this Sublease is consummated by the Landlord and Tenant, each in reliance on the representation of the other that no broker or agent brought the Premises to the Tenant's attention or was, in any way, a procuring cause of this Sublease. Landlord and Tenant shall each indemnify and hold harmless the other against the claim of any broker or agent (other than the Broker) who claims a commission from either party hereto as a consequence of having been a procuring cause of this Sublease by virtue of dealings with the indemnifying party which are contrary to the aforesaid representations. This indemnity includes all costs of defending any such claim, including reasonable attorneys' fees.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord:  
**CONNECTICUT ADDICTION MEDICINE,  
LLC**

By: \_\_\_\_\_  
Jay Benson  
Its Duly Authorized Manager

Tenant:  
**CITY OF BRIDGEPORT, DEPARTMENT  
OF HEALTH**

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

Its Duly Authorized \_\_\_\_\_  
and Pursuant to City Council Resolution # \_\_\_\_\_  
dated June \_\_\_, 2023

**CONSENT TO SUBLEASE**

The undersigned, being the Master Landlord under the Master Lease, hereby consents to the foregoing Sublease, represents that it the owner of the Premises, is fully authorized to execute this Consent to Sublease and confirms that Connecticut Additional Medicine LLC is not in default of its obligations under the Master Lease. Notwithstanding anything contained in the Master Lease to the contrary, the undersigned hereby agrees that the Rent payable under the Sublease shall be payable by the Tenant to the Landlord (as defined in the Sublease).

Signed, sealed and delivered  
in the presence of:

Master Landlord:  
**MYE FAIRFIELD LLC**

\_\_\_\_\_

\_\_\_\_\_

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

Its Duly Authorized \_\_\_\_\_