

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

TUESDAY, JUNE 20, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 86-22** Communication from Mayor re: Appointment of Nessah Smith (D) to the Board of Police Commission, referred to Public Safety and Transportation Committee.
- 87-22** Communication from Mayor re: Appointment of Troy Robert Denunzio (D) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.
- 88-22** Communication from Mayor re: Appointment of Franck Adjisegbe (U) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 89-22** Communication from Mayor re: Appointment of Twana Johnson (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *63-22** Education and Social Services Committee Report re: Grant Submission: Connecticut Department of Education – 2023-24 Summer Enrichment Grant Program (#23681).

MATTERS TO BE ACTED UPON:

- 82-22** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut Department of Economic and Community Development – Community Investment Fund 2030 Grant Program.

AGENDA

CITY COUNCIL MEETING

TUESDAY, JUNE 20, 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 8, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 84-22** Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, Section 2.06.010 – Districts for Election of Council Members, in order to comply with the Plan of Districting (Plan 3) adopted on June 12, 2023, by the Redistricting Commission 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.
- 85-22** Communication from Central Grants re: Grant Submission: Connecticut State Department of Education FY23 – FY25 Bureau of Health/Nutrition, Family Services and Education – After-School Grant Program for Grades K-12 (Lighthouse After-School Program), referred to Education and Social Services Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *72-22** Budget and Appropriations Committee Report re: Municipal Suspense Tax Book.
- *73-22** Budget and Appropriations Committee Report re: 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.
- *74-22** Contracts Committee Report re: 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.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *83-22** Contracts Committee Report re: Resolution regarding a Sublease Agreement with Connecticut Addiction Medicine, LLC for a clinic located at 100 Fairfield Avenue.
- *81-22** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Areyto Apartments located at 665-679 Arctic Street.

MATTERS TO BE ACTED UPON:

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

UNFINISHED BUSINESS:

- 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 TUESDAY, JUNE 20, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

1.) John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Democratic Practices in C.O.B.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, JUNE 20, 2023
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council to order at 6:37 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

RECEIVED
CITY CLERKS OFFICE
23 JUN 27 PM 4: 05
ATTEST
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called. Council Members Burns, Cruz, Smith and Vizzo-Paniccia all had excused absences. A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JUNE 20, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Democratic Practices in C.O.B.

I noticed the words “people of good will” while attending a worship service on Sunday. Is there any faith tradition that you know that does not model people to be of good will? It is a way of presenting oneself to other humans, to respect and serve with

City of Bridgeport
City Council
Regular Meeting
June 20, 2023

only those duties in mind, and to reach for a “common good” while pursuing one’s own life.

Each of you likely perceives yourself as a person of goodwill and engages as an elected legislator as proof of it to yourself. In my opinion no one looks to practice hypocrisy knowingly, so folks who oversee public activities may do a favor when they call certain matters to your attention. Tonight, I am speaking specifically to the housing situation of elderly people, perhaps disabled or with health issues prominent, poor enough in regular income and wealth to be eligible for Section 8 HUD housing, or “renter rebates” often isolated in “vertical neighborhoods.”

How do they practice democracy daily with your help? At the moment you do not have a “democracy encouragement” committee to work with these citizens. Often by the time they are conscious of a genuine problem, issue, or concern that disturbs the safety, continuation, and expense of their home they may speak up to property managers or owners. How often is their news dealt with timely, fairly, and completely as would be just? How often do they get a positive response that is verbal, later denied, and extends the time and perhaps severity of the issue? To whom do they address the subject of fairness or justice specifically?

You know it can happen with your assistance. Ask Jorge and Tyler what they have committed to since news of elevator shutdowns at Stratfield Apartments showed up on Channel 12 in fall 2021. Meetings with bilingual translation have been held each month. Working with a certified Residential Service Coordinator has provided calendars of activities, a newsletter, meeting minutes, and a process for appointing two tenants on each floor as Floor Captains or Co-Captains. By-laws are being reviewed for adoption by resident vote.

Will something like this work in your district for folks of good will? Flag Day was a week ago. Juneteenth, a new holiday was celebrated yesterday. Where do your constituents learn democratic self-government, using their ears, minds, and voices? Between municipal, state, or federal Election Days? What will you do to encourage these “vertical neighborhoods” to use their voices constructively and together and practice democracy daily? Time will tell.

John Marshall LEE

P.S. I have listened to Jillian Baldwin address assembled residents of The Green Homes, and other Park City Community units. She is an experienced housing troubleshooter, present in Bridgeport for three years facing ten years or more of mismanagement by predecessors in response to health, safety and quality of life needs of residents. She is a HUD hero with major revitalization duties, little chance of receiving \$150 Million necessary, and has asked her tenants to come to her table, listen and talk. Is that a change in Bridgeport? Is it sustainable?

Jilian Genao
651 Westfield Avenue
Bridgeport, CT 06606

1775 Madison Avenue, previous Testo site.

City of Bridgeport
City Council
Regular Meeting
June 20, 2023

Ms. Genao came forward and greeted the Council. She said that she was from the Bronx and moved to Bridgeport with her husband to start a new life. If she wanted to have large buildings right next to where she lived, she would have stayed in the Bronx. She and her neighbors want to be heard. She's been here for 2 years and now they are being pushed out. Bianca, Nicole and Ralph along with others are ready to work to prevent this project. There are too many reasons why they should not have this building going up. 177 units will bring a lot of risk to the neighborhood. Do not build this buiding. People over politics.

Ms. Dorcas White

Bridgeport, CT

Ms. White came forward and greeted the Council. She said that she had been speaking to the Council for years. She said that she was a social worker and wanted the Council to put aside their fears. The neighbors want compassion from the City. The parcel where Testo's was is a prime piece of real estate, but the project that is proposed is not in the best interest of the City or the residents. People need each other if they want to make changes.

Ms. White said that her concerns started in 2005 with a letter to Mayor Fabrizi about the water issues. They received a letter back from the Mayor said that there was no water issues there. Ms. White said that within 12 months, she had to purchase a new sump pump and later some other neighbors started to have water issues. Former Council Member Donna Curran wrote about the issues. In 2009, there was a black tar like substance clogged the sump pump and she notified the Health Department. She has the documents to file a complaint about the water flowing into her basement. People over politics.

Ms. Sally Zwelein

Bridgeport, CT

Ms. Zwelein came forward and greeted the Council. She said that the 177 units is not the extent of the project because even one unit often has two cars. Where are they going to park? There is 3030 Park and another health facility down the street. Where are they going to put all the children? She said that the development would look like crap. She claimed that there would be more children going to one of the two schools. There will be 50 students per class. She added that there was a water problem and drainage problem. There are not even enough police officers to patrol. Where is the future of Bridgeport and where will the children go to school?

Mario Marcoccia

Bridgeport, CT

Mr. Mario Marcoccia came forward and said that he can't even park in his own driveway and HS to park on Madison Avenue. The only person that knows what is going on is Mario Testo. He said that he has lived in his house for 50 years and now he has to move.

Ralph Raucci
Madison Avenue
Bridgeport, CT

Ralph Raucci of Madison Avenue and said that he had lived there since 2007. The traffic and the noise has increased. He said that this whole thing was done very sneakily and the residents have elected the Council Members to represent them. People over politics.

Ms. Debbie Khamatmi

Ms. Khamatmi said that she was born in Bridgeport and has since lived in many different states. She loved Bridgeport and has seen many changes. She said that when she comes home from work, she sees rabbits and hears birds. They shouldn't build shoeboxes to have people living on top of one another. Her uncle actually owned the original restaurant that became Testo's. What she is seeing is not good. Many residents chose to live in Bridgeport. When she heard that there was 177 units, she knew it was wrong. Madison Avenue is an obstacle course. Don't the residents deserve peace and quiet and having deer and rabbits wander by. This is not right.

Council Member Maria Pereira

Bradley Street
Bridgeport, CT

Council Member Pereira said that she was troubled by the comments made by the Council Member from the 139th District at the previous Council meeting. She stated that she had mentioned the ordinance that states that every Board and Commission must represent the racial, ethnic and cultural diversity of the residents. According to the 2020 census, 80% of the City is Hispanic, black or Asian with less than 20% being white. Somehow, the administration can always find white Commissioners to appoint while stating that minority members have no interest in serving. Council Member Pereira said that she knew for a fact that this was malarkey. There are tons of qualified candidates in the City and the administration seems unable to locate them. Why?

During the debate for a Planning and Zoning Commissioner at the previous meeting, the Council Member from the 139th District made remarks that as a white person, Council Member Pereira had no standing to speak up for Hispanic, black or Asian members of the community. She said that her constituents who are overwhelmingly Hispanic and black would disagree. The 138th District also has the largest number of Asian residents in the City. She went on to say that a candidate would not get 64% of the Democratic primary vote in the 138th District without non-white residents voting. She said that someone had gone door to door in 2021, they had told the residents that Council Member Pereira was racist and a member of the Kul Klux Klan, it was predominantly black residents who had contacted her about it. It backfired.

In regards to the redistricting, Council Member Pereira said that she had more door knocks, emails and calls to residents than any other candidate in the primary. This year will be different.

City of Bridgeport
City Council
Regular Meeting
June 20, 2023

She told her constituents that the only way that they could hold an official accountable was on Election Day. For the three Council Members who served on the Redistricting Committee and changed her district, Council Member Pereira said that she was absolutely coming into their Districts. If they interfere with her District, she is more than happy to return the favor. What is good for the goose is good for the gander.

Council Member Pereira said she was not worried about re-election because she could lose 15% of the points and have her opponents pick up those points, which would be a 30 point spread. However Council Member Pereira said she would still win and concluded by saying that she would see her fellow Council Members on the campaign trail.

Council Member Ernest Newton

Read Street
Bridgeport, CT

Council Member Newton came forward and greeted his fellow Council Members. He said he came to speak about Redistricting. He said that the City had been procrastinating about the redistricting because nomination time is in July. His District, the 139th, was large and they had to give up some voters to the 138th District. Council Member Newton said that he did not have a problem with this.

The argument is about a school location and the Council Member from the 138th feels that because she was previously on the Board of Education, it should be in her District. He said that he did not understand how someone could want to disenfranchise a section of town. There have been three elections at Harding High School. It is wrong to allow anyone, regardless of who they represent, to disenfranchise many votes. Republicans want to gerry-mander district.

Council Member Newton said that when the previous Districts were in effect, voters crossed Boston Avenue to get to Harding. There is ample parking. He said that because Harding was listed as being on Bond Street, they feel the High School should stay in that district. He said that he was hoping that the Council President would call a special meeting so they can do their job. There is one person out of 18 that feels that the new Districts are wrong.

ADJOURNMENT

Council President Nieves closed the public session at 7:12 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, JUNE 20, 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 7:18 p.m.

PRAYER

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

Council Member McBride-Lee said that former Council Member Jack Banta had passed away. Council Members Newton, Lyons, and Herron, along with City Clerk Martinez spoke of their relationship with Council Member Banta. A moment of silence followed.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Newton to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

A quorum was present. Names shown in italics did not respond when the roll was called. Council Members Burns, Cruz, Smith and Vizzo-Paniccia all had excused absences. A quorum was present.

MINUTES FOR APPROVAL:

• **May 8, 2023**

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE THE MINUTES OF THE MAY 8, 2023 MINUTES.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE MAY 8, 2023 MEETING AS SUBMITTED PASSED WITH THIRTEEN (13) IN FAVOR (MCCARTHY, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) ABSTENTION (PEREIRA).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

It was announced that Agenda Item 86-22 was tabled.

84-22 Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, Section 2.06.010 – Districts for Election of Council Members, in order to comply with the Plan of Districting (Plan 3) adopted on June 12, 2023, by the Redistricting Commission 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.

85-22 Communication from Central Grants re: Grant Submission: Connecticut State Department of Education FY23 – FY25 Bureau of Health/Nutrition, Family Services and Education – After-School Grant Program for Grades K-12 (Lighthouse After-School Program), referred to Education and Social Services Committee.

86-22 Communication from Mayor re: Appointment of Nessah J. Smith (D) to the Board of Police Commission, referred to Public Safety and Transportation Committee.

87-22 Communication from Mayor re: Appointment of Troy Robert Denunzio (D) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.

88-22 Communication from Mayor re: Appointment of Franck Adjisegbe (U) to the Fair Rent Commission.

89-22 Communication from Mayor re: Appointment of Twana Johnson (D) to the Fair Rent Commission.

**** COUNCIL PRESIDENT NIEVES MOVED TO APPROVE THE FOLLOWING ITEMS BE REFERRED TO THEIR APPROPRIATE COMMITTEES:**

84-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, SECTION 2.06.010 – DISTRICTS FOR ELECTION OF COUNCIL MEMBERS, IN ORDER TO COMPLY WITH THE PLAN OF DISTRICTING (PLAN 3) ADOPTED ON JUNE 12, 2023, BY THE REDISTRICTING COMMISSION 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.

85-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT STATE DEPARTMENT OF EDUCATION FY23 – FY25 BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES AND EDUCATION – AFTER-SCHOOL GRANT PROGRAM FOR GRADES K-12 (LIGHTHOUSE AFTER-SCHOOL PROGRAM), REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.

87-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF TROY ROBERT DENUNZIO (D) TO THE BOARD OF ASSESSMENT APPEALS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

88-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF FRANCK ADJISEGBE (U) TO THE FAIR RENT COMMISSION.

89-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF TWANA JOHNSON (D) TO THE FAIR RENT COMMISSION.

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED WITH THIRTEEN (13) IN FAVOR (MCCARTHY, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) ABSTENTION (PEREIRA).**

Council Member Burns joined the meeting at 7:31 p.m.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***63-22 Education and Social Services Committee Report re: Communication from Central Grants re: Grant Submission: Connecticut Department of Education – 2023-24 Summer Enrichment Grant Program (#23681).**

***72-22 Budget and Appropriations Committee Report re: Municipal Suspense Tax Book.**

***73-22 Budget and Appropriations Committee Report re: 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.**

***74-22 Contracts Committee Report re: 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.**

***83-22 Contracts Committee Report re: Resolution regarding a Sublease Agreement with Connecticut Addiction Medicine, LLC for a clinic located at 100 Fairfield Avenue.**

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

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

Council Member Pereira requested Agenda Items 73-22 and 74-22 be removed.
Council President Nieves requested Agenda Item 81-22 be removed.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

*** 63-22 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EDUCATION – 2023-24 SUMMER ENRICHMENT GRANT PROGRAM (#23681).**

***72-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: MUNICIPAL SUSPENSE TAX BOOK.**

***83-22 CONTRACTS COMMITTEE REPORT RE: RESOLUTION REGARDING A SUBLEASE AGREEMENT WITH CONNECTICUT ADDICTION MEDICINE, LLC FOR A CLINIC LOCATED AT 100 FAIRFIELD AVENUE.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that she was not necessarily opposed to Agenda Item 72-22, but felt it was wrong that multiple meetings were held at the same time that night.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

73-22 Budget and Appropriations Committee Report re: 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.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 73-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: 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.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 73-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: 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 PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

74-22 Contracts Committee Report re: 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.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 74-22 CONTRACTS COMMITTEE REPORT RE: 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.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that this was \$190,000 of taxpayer money being used and translation services were not being addressed. She said that they would be getting new chairs, but the public should be getting better seating.

Council President Nieves said that two administrations had been working on improving the Chambers. When they went out to bid, there were multiple responses. She said that there were other issues like headsets for those who are hearing impaired.

Council Member Newton said that when he goes to other Council chambers, it is evident to him that Bridgeport 's chambers are outdated and need to be upgraded. Discussion followed.

Council Member Lyons left the meeting at 7:42 p.m.

**** THE MOTION TO APPROVE AGENDA ITEM 74-22 CONTRACTS COMMITTEE REPORT RE: 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 PASSED WITH THIRTEEN (13) IN FAVOR (BURNS, MCCARTHY, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

MATTERS TO BE ACTED UPON:

80-22 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Crescent Crossings 1C Affordable Housing Redevelopment Project.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 80-22 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CRESCENT CROSSINGS 1C AFFORDABLE HOUSING REDEVELOPMENT PROJECT.**

**** COUNCIL PRESIDENT NIEVES SECONDED.**

Council Member Pereira said that she did not think that the rents would be affordable. She said that the price of the unit was the price of unit, but what should change is the subsidy. This was a poor deal for affordable tax payers and for the City.

Council Member Newton spoke about the project and said that the land had been vacant for 9 years. He asked the Council members to support this. Discussion followed about the fact that Bridgeport residents need to be employed for the construction.

**** THE MOTION TO APPROVE AGENDA ITEM 80-22 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CRESCENT CROSSINGS 1C AFFORDABLE HOUSING REDEVELOPMENT PROJECT PASSED WITH THIRTEEN (13) IN FAVOR (BURNS, MCCARTHY, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

82-22 Economic and Community Development and Environment Committee Report re: Grant Submission: re CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 82-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: RE CT DEPARTMENT OF ECONOMIC AND**

COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM.

**** COUNCIL MEMBER HERRON SECONDED.**

A roll call vote was requested.

**** THE MOTION TO APPROVE AGENDA ITEM 82-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: RE CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM PASSED WITH TWELVE (12) IN FAVOR (BURNS, MCCARTHY, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND TWO (2) OPPOSED (BURNS AND PEREIRA).**

UNFINISHED BUSINESS:

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

**** COUNCIL MEMBER BOYD 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 NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

81-22 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Areyto Apartments located at 665-679 Arctic Street.

**** COUNCIL PRESIDENT NIEVES MOVED AGENDA ITEM 81-22 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE AREYTO APARTMENTS LOCATED AT 665-679 ARCTIC STREET.**

**** COUNCIL MEMBER VALLE SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER HERRON MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA THAT WAS JUST ADOPTED BY THE CONTRACTS COMMITTEE EARLIER THIS EVENING REGARDING SUBJECT: PROPOSED RESOLUTION FOR THE DONATION OF A CONNECTICUT SOURCED ENERGY STORAGE BATTERY TO THE CITY AT NO COST FROM CT INNOVATIONS/CADENZA INNOVATIONS, INC. [69-22]**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA THAT WAS JUST ADOPTED BY THE CONTRACTS COMMITTEE EARLIER THIS EVENING REGARDING SUBJECT: PROPOSED RESOLUTION FOR THE DONATION OF A CONNECTICUT SOURCED ENERGY STORAGE BATTERY TO THE CITY AT NO COST FROM CT INNOVATIONS/CADENZA INNOVATIONS, INC. PASSED UNANIMOUSLY.**

69-22 – Proposed resolution for the donation of a Connecticut sourced Energy Storage Battery to the City at no cost from CT Innovations/Cadenza Innovations, Inc.

**** COUNCIL MEMBER HERRON MOVED AGENDA 69-22 REGARDING SUBJECT: PROPOSED RESOLUTION FOR THE DONATION OF A CONNECTICUT SOURCED ENERGY STORAGE BATTERY TO THE CITY AT NO COST FROM CT INNOVATIONS/CADENZA INNOVATIONS, INC.**

**** COUNCIL MEMBER VALLE SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Members Burns and Newton left the meeting at 7:59 p.m.

**** COUNCIL MEMBER BOYD MOVED TO SUSPEND THE RULES TO ADD AGENDA ITEM 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) FOR THE PURPOSE OF AMENDMENT.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

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).

**** COUNCIL MEMBER BOYD MOVED TO RESCIND AND/OR REVOKE AGENDA ITEM 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) FROM THE JUNE 5, 2023 MEETING FOR THE PURPOSE OF AMENDING THE CDBG ALLOCATIONS.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BOYD MOVED TO AMEND THE CDBG ALLOCATIONS IN ITEM 52-22 BY REALLOCATING \$5,000 FROM THE CARDINAL SHEEHAN CENTER TO THE COMMUNITY GARDEN OF JOY AND REALLOCATING \$20,000 FROM ORCUTT BOYS AND GIRLS CLUB AND ALLOCATION \$20,000 TO BRIDGEPORT COMMUNITY LAND TRUST.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER CASTILLO MOVED TO ADJOURN.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:00 p.m.

Respectfully submitted,
Telesco Secretarial Services

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

999 Broad Street

Bridgeport, CT 06604-4328

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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. Scalo
Eroll V. Skyers



RECEIVED
CITY CLERKS OFFICE
23 JUN 14 PM 4:11
ATTEST
CITY CLERK

June 14, 2023

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

RE: Proposed Amendment of Bridgeport Code of Ordinances, Sec. 2.06.010 in order to comply with the Plan of Districting (Plan 3) Adopted on June 12, 2023, by the City's Commission on Redistricting (referred herewith), 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 19, 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 July 3, 2023, Regular meeting.**

EXECUTIVE SUMMARY

a. **Submission Title:** REQUEST FOR REFERRAL TO COMMITTEE ON ORDINANCE of Proposed Amendment of Bridgeport Code of Ordinances, Sec. 2.06.010 in order to comply with the Plan of Districting (Plan 3) Adopted on June 12, 2023, by the City's Commission on Redistricting (referred herewith), 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 and/or pursuant to direction of the Commission on June 12, 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: July 3, 2023, City Council meeting, due to Registrar of Voters and Town Clerk 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. The Commission adopted a Plan of Redistricting (Plan 2) on May 30, 2023 and referred that to the City Council previously. However, subsequent to such referral the Commission realized that it had inadvertently moved the residence of the sitting Council Member for the 132nd Council District into the 131st Council District, thereby unintentionally out districting an incumbent and placing 3 incumbents into a single district to which only 2 members are elected and serve. The Commission thereafter on June 12, 2023, reconsidered/rescinded/revoked Plan 2 and adopted Plan 3, which is the substantive basis for this proposed amendment of Ordinance Section 2.06.010. The Office of the City Attorney has reviewed the submitted ordinance amendment for form and legality and opines that it is proper and sufficient for adoption.

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

Enclosed herewith are the following documents:

- **DRAFT Proposed Amendment to BPT Code of Ord. Sec. 2.06.010**

- **Plan /Map of Districting (Plan 3) as amended, comprised of:**

Bridgeport 2023 Redistricting-Ward (aka Council District) Changes

Change Map 1A

Change Map 2

Change Map 3

Change Map 4

Block Equivalence – Bridgeport Draft 3

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

2.06.010 Districts for election of council members.

- A. The town and city is hereby divided into ten districts for the election of members of the city council.
 - 1. Each district for the election of members of the city council shall consist of the residents of the census blocks listed for that district on the attached census block list.
 - 2. The information on the census block list shall be recorded on a census block map and on a street map of the city of Bridgeport.
 - 3. The census block list and maps, both dated Bridgeport [2022] 2023 Council Redistricting Plan [A] 3, shall be filed in and available to the public in the office of the city clerk.
 - 4. In the event of conflict between the maps and the census block list, the census block list shall control.
- B. There shall be two members of the city council elected from each district.
- C. This section shall remain in place until a new plan is adopted following the next decennial federal census pursuant to C.G.S. Sec. 9-169f and the city Charter, Chapter 5, Section 2, and governing law and constitutional provisions.
- D. The plan of districting hereby adopted and set forth in the attached Bridgeport [2022] 2023 City Council Redistricting Plan [A] 3 census block list and maps, and the ten districts established herein shall be utilized for the 2023 Bridgeport municipal elections.
- E. The polling places and precinct lines for local, state and federal legislative districts shall be in accordance with, and as represented on, lists and maps and such other related documents to be maintained in the City Clerk's Office under the title "polling places and precinct lines adopted by the City Council in June 2023 following the most recent decennial census."

Effective date: Immediately upon publication.

(Ord. dated 6/20/11; Ord. dated 5/16/94: Ord. dated 5/27/93: prior code § 2-25)

(Ord. dated 4/20/20 ; Ord. dated 6/28/22)

PROPOSED AMENDMENT of Code of Ordinances
SECTION 2.06.010 - *Districts for election of council members.*

Whereas, pursuant to Bridgeport City Charter Chapter 5, Section 2 the City Council shall by ordinance establish ten districts utilizing the most recent United States decennial census data in conformity with provisions of the general law and by making each 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.

Whereas, pursuant to Bridgeport City Charter, Chapter 5, Sec. 2(d) the City Council shall provide suitable polling places in such districts and shall define the boundaries of the area to be served by each polling place.

Whereas, on or about March 6, 2023, the City Council agreed to establish a Commission on Redistricting pursuant to Bridgeport Charter Chapter 5, Sec. 2(b) and pursuant to City Council Resolution No. 32-22 regarding the matter of Lydia N. Martinez and Maria H. Pereira v. City of Bridgeport, et. al. Superior Court for the Judicial District of Fairfield at Bridgeport – Docket No. FBT-CV-22- 6116446-S; and soon thereafter created such a commission.

Whereas, the City has retained the same redistricting consultant, Election Data Services, Inc. of Manassas VA (President Kimball W. Brace), that it utilized in the last several City Council redistricting projects to provide professional consulting services, software, database preparation, and other related assistance in the City Council's redistricting process.

Whereas, the Commission on Redistricting, with the assistance of its consultant, on June 12, 2023, adopted a Plan of Redistricting (Plan 3) and recommends for adoption by ordinance amendment a revised plan of redistricting geographic boundaries of City Council districts, polling places and precinct lines;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT THAT Bridgeport Code of Ordinances Sec. 2.06.010 be and hereby is AMENDED as follows:

2.06.010 - Districts for election of council members.

A. The town and city is hereby divided into ten districts for the election of members of the city council.

1. Each district for the election of members of the city council shall consist of the residents of the census blocks listed for that district on the attached census block list.
2. The information on the census block list shall be recorded on a census block map and on a street map of the city of Bridgeport.
3. The census block list and maps, both dated Bridgeport 2023 Council Redistricting Plan 3, shall be filed in and available to the public in the office of the city clerk.

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

B. There shall be two members of the city council elected from each district.

C. This section shall remain in place until a new plan is adopted following the next decennial federal census pursuant to C.G.S. Sec. 9-169f and the city Charter, Chapter 5, Section 2, and governing law and constitutional provisions.

D. The plan of districting hereby adopted and set forth in the attached Bridgeport 2023 City Council Redistricting Plan 3 census block list and maps, and the ten districts established herein shall be utilized for the 2023 Bridgeport municipal elections.

E. The polling places and precinct lines for local, state, and federal legislative districts shall be in accordance with, and as represented on, lists and maps and such other related documents to be maintained in the City Clerk's Office under the title "polling places and precinct lines adopted by the City Council in June 2023 following the most recent decennial census."

(Ord. dated 6/20/11; Ord. dated 5/16/94; Ord. dated 5/27/93; prior code § 2-25)

(Ord. dated 4/20/20; Ord. dated 6/28/22)

- **Plan /Map of Districting (Plan 3) as amended, comprised of:**

Bridgeport 2023 Redistricting-Ward (aka Council District)

Changes

Change Map 1A

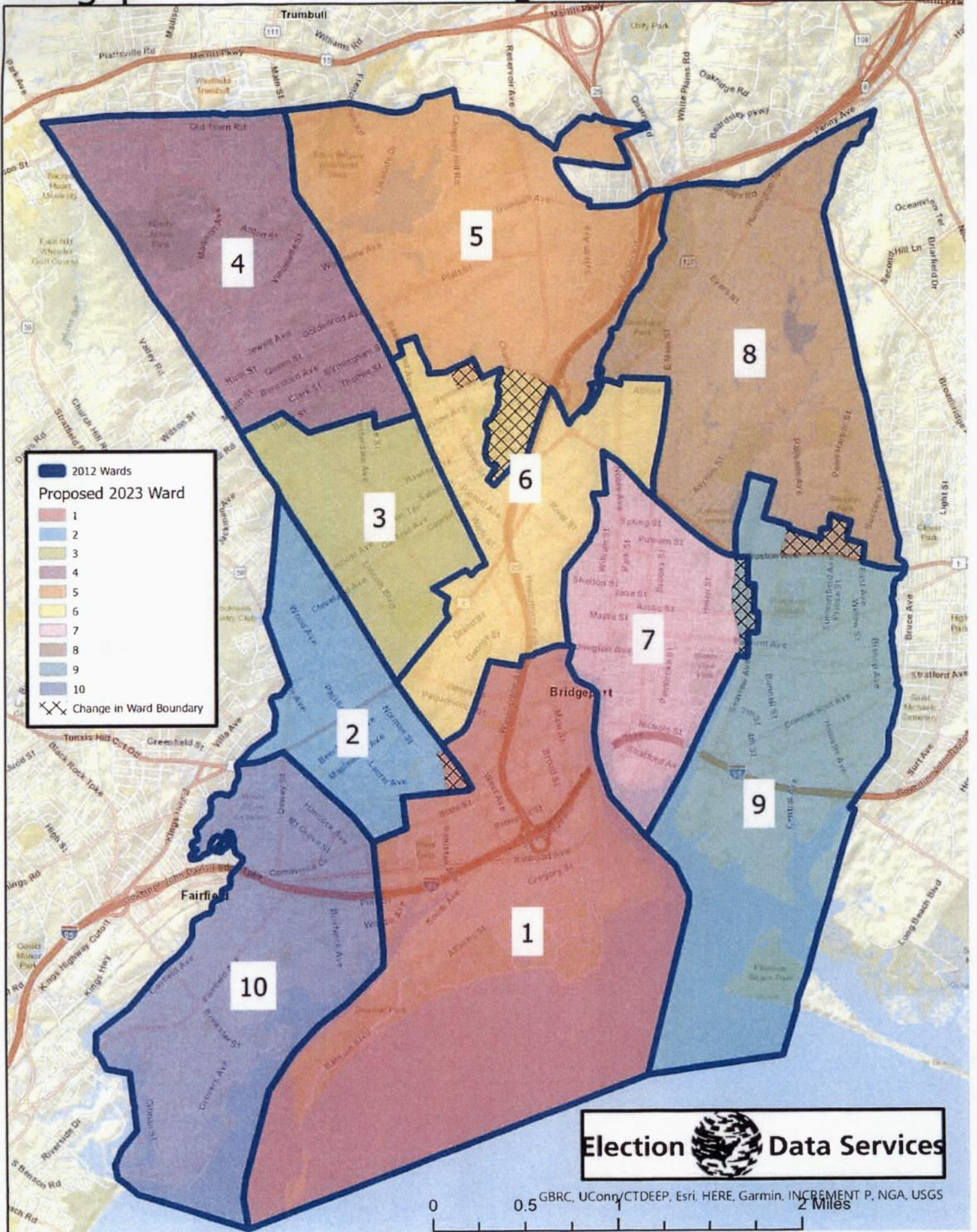
Change Map 2

Change Map 3

Change Map 4

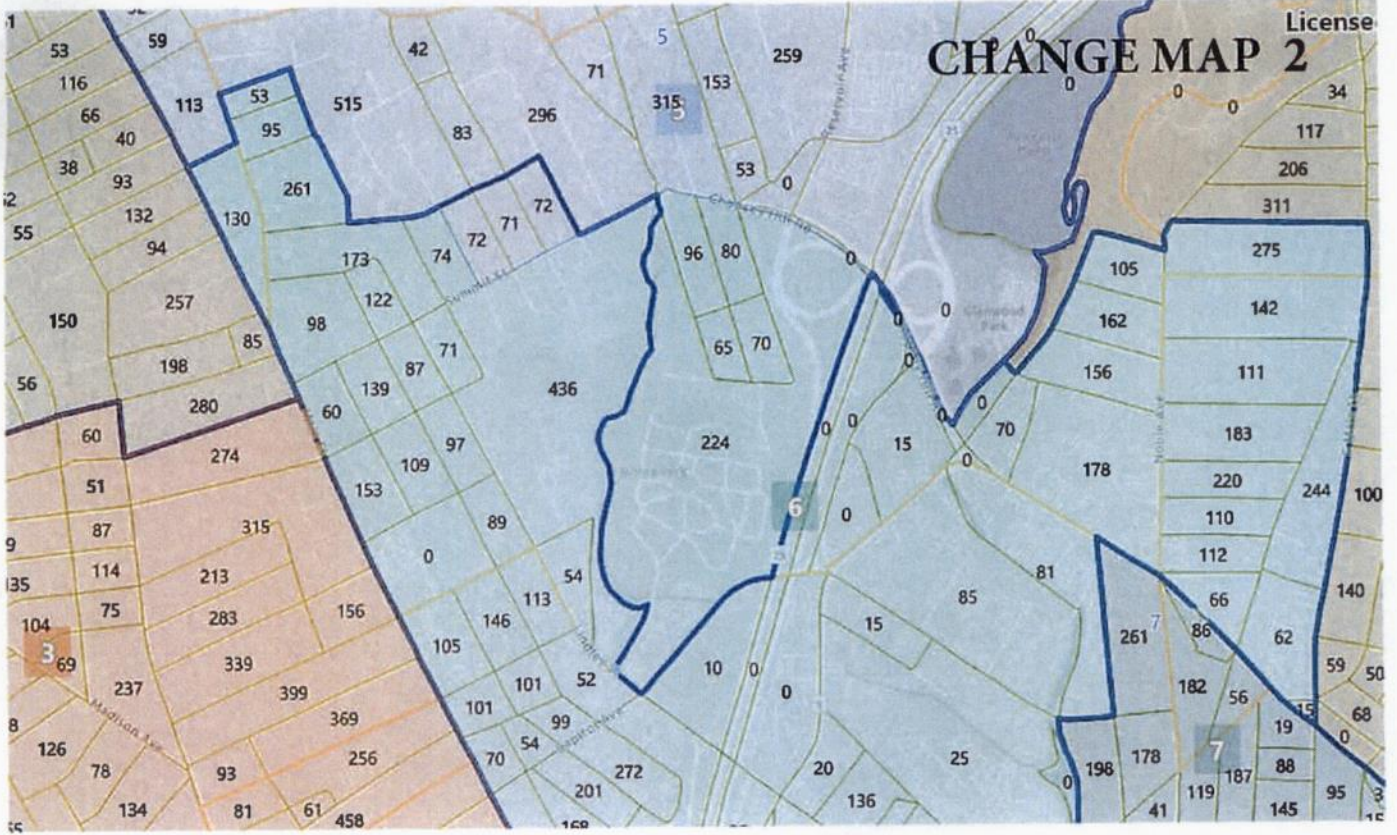
Block Equivalence – Bridgeport Draft 3

Bridgeport 2023 Redistricting - Ward Changes Plan 3

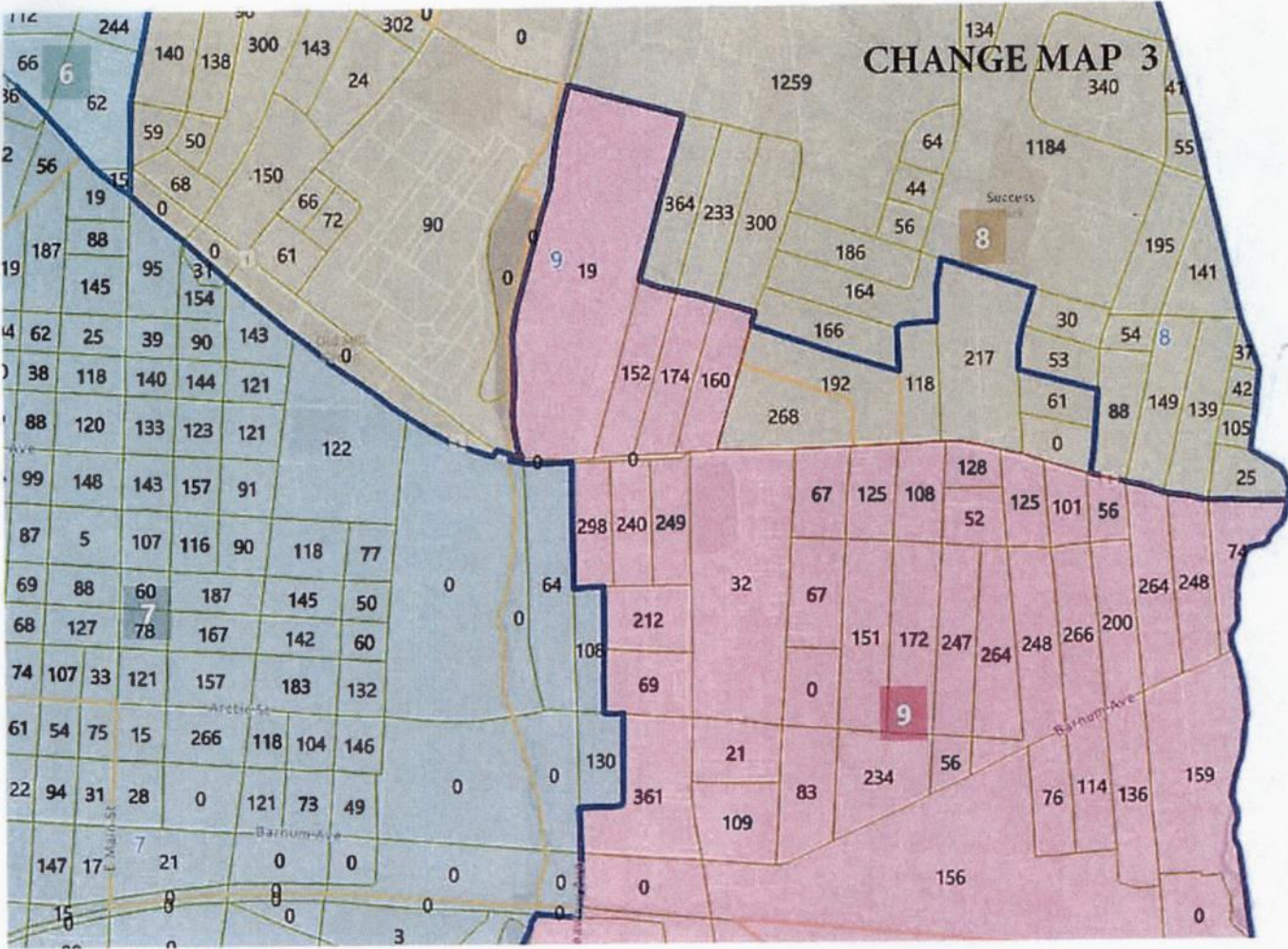


CHANGE MAP 2

License

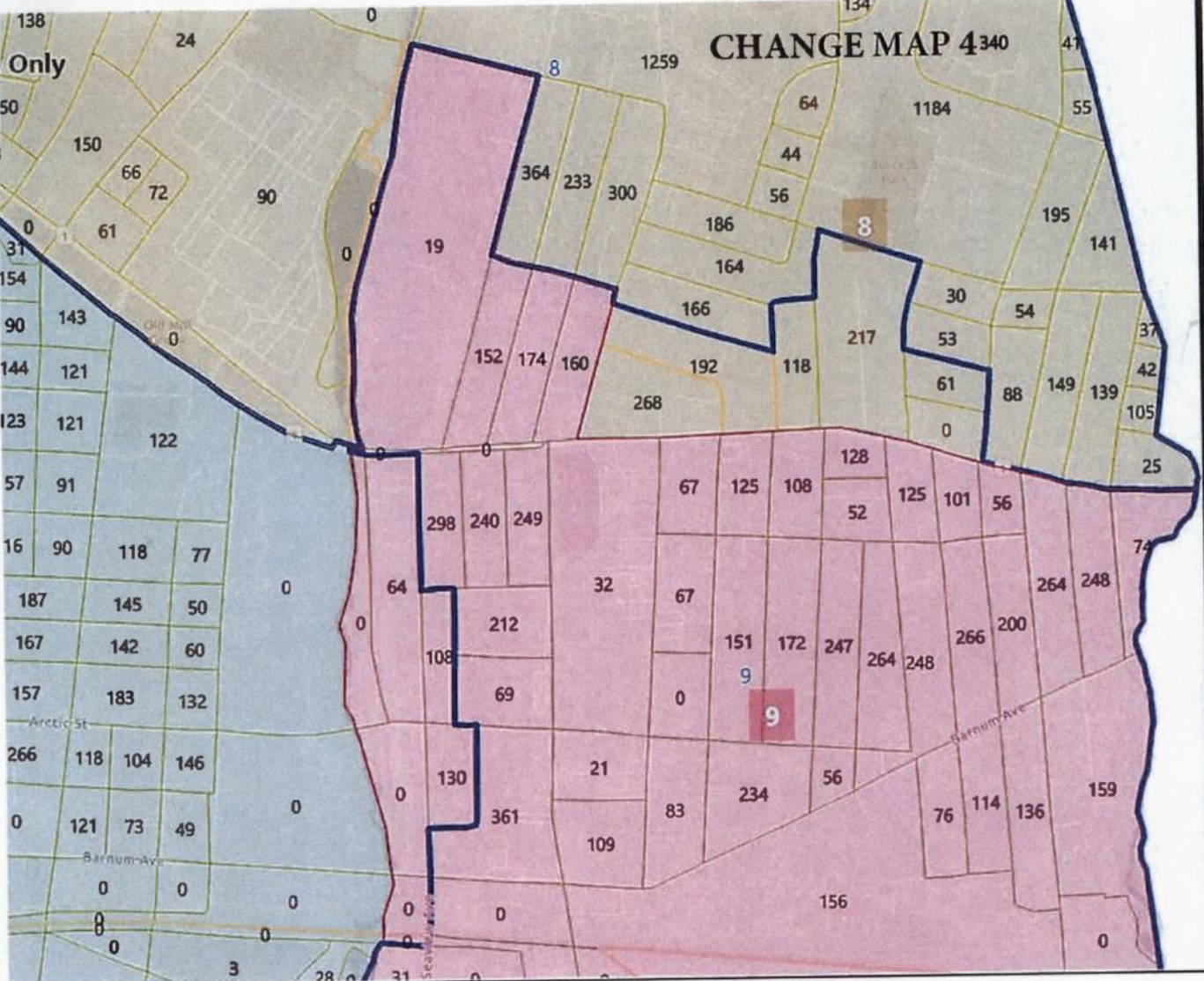


CHANGE MAP 3



138
Only

CHANGE MAP 4340



BLOCK EQUIVALENCE -- BRIDGEPORT DRAFT 3

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BLOCK EQUIVALENCE -- BRIDGEPORT DRAFT 3

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BLOCK EQUIVALENCE -- BRIDGEPORT DRAFT 3

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BLOCK EQUIVALENCE -- BRIDGEPORT DRAFT 3

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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. #85-22 Ref'd to Education & Social Services Committee
on 6/20/2023

June 14, 2023


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

Re: Resolution – Connecticut State Department of Education – FY 23 - FY 25 After-School Grant Program for Grades K-12 (Lighthouse After-School Program)

Attached, please find a Grant Summary and Resolution for the **Connecticut State Department of Education FY 23 - FY 25 Bureau of Health/Nutrition, Family Services and Education – After-School Grant Program for Grades K-12** to be referred to the **Education and Social Services Committee** 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.

Thank you,


Joseph Katz
Central Grants Office

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23 JUN 14 PM 4: 10
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Connecticut State Department of Education FY 23 - FY 25 Bureau of Health/Nutrition, Family Services and Education – After-School Grant Program for Grades K-12 (Lighthouse After-School Program)

NEW RENEWAL X 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 the Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education to continue providing afterschool services to approximately 1,000 youth at nine schools through various partnerships with community agencies. Schools designated in grant applications include Black Rock, Geraldine Johnson, John Winthrop, Blackham, Discovery, Hallen and JFK, Roosevelt, and Tisdale Schools.

The City will submit three applications for the maximum grant award amount of \$200,000 each.

CONTRACT PERIOD: 07/01/23 – 06/30/25

Federal:	\$
State:	\$ 600,000
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Contractual	\$ 600,000
Other:	\$

MATCH REQUIRED		
N/A	CASH	IN-KIND
Source:	\$ 0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut State Department of Education
FY 23 - FY 25 Bureau of Health/Nutrition, Family Services and Education
After-School Grant Program for Grades K-12
(Lighthouse After-School Program)**

WHEREAS, the **Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Afterschool Grant Program for Grades K-12**; and

WHEREAS, the purpose of the grant program is to provide high-quality programs outside school hours that offer educational enrichment and recreational activities that are designed to reinforce and complement the regular and academic program of students in grades K-12; and

WHEREAS, the City will submit three separate applications to and funds will be used to continue to providing afterschool services to approximately 1,000 youth at nine schools through various partnerships with community agencies. Schools designated to receive services include Black Rock, Geraldine Johnson, John Winthrop, Blackham, Discovery, Hallen and JFK, Roosevelt, and Tisdale Schools; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services Youth Services Division submits an application to the **Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education Afterschool Grant Program for Grades K-12** to provide high-quality afterschool programs to students at nine Schools which requires immediate consideration if City Council is desirous of submitting the applications.

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 **Connecticut State Department of Education** for the purpose of its **After-School Grant Program for Grades K-12**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State Department of Education** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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

JOSEPH P. GANIM
Mayor

COMM. #86-22 Ref'd to Public Safety & Transportation Committee
on 6/20/2023

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: June 15, 2023
RE: Boards & Commissions

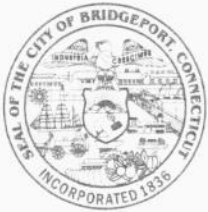
Please place the following name on the June 20, 2023 City Council Agenda for referral to the Public Safety & Transportation Committee for the purpose of appointment to the **Police Commission**:

Nessah Smith (D)
500 Evers Street
Bridgeport, CT 06610

This term shall expire on 12/31/2025.

JPG/AT

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23 JUN 16 PM 12:43
ATTEST
CITY CLERK



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

COMM. #87-22 Ref'd to Miscellaneous Matters Committee
on 6/20/2023

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim *JPG*
DATE: June 15, 2023
RE: Boards & Commissions

Please place the following name on the June 20, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Board of Assessment Appeals**:

Troy Robert Denunzio *LD*)
46 Nash Lane
Bridgeport, CT 06605

This term shall expire on 12/31/2026.

JPG/AT

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

COMM. #88-22 Ref'd to Miscellaneous Matters Committee
on 6/20/2023

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim *JPG*
DATE: June 15, 2023
RE: Boards & Commissions

Please place the following name on the June 20, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission**:

Franck Adjisegbe (u)
339 Broad Street, Apt 3 South
Bridgeport, CT 06604

This term shall expire on 12/31/2026.

JPG/AT

ATTEST
CITY CLERK
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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

COMM. #89-22 Ref'd to Miscellaneous Matters Committee
on 6/20/2023

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim *JPG*
DATE: June 15, 2023
RE: Boards & Commissions

Please place the following name on the June 20, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission**:

Twana Johnson *(D)*
905 South Avenue
Bridgeport, CT 06604

This term shall expire on 12/31/2026.

JPG/AT

ATTEST
CITY CLERK _____

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Item # *72-22 Consent Calendar

Municipal Suspense Tax Book.



Report
of
Committee
on

Budget and Appropriations

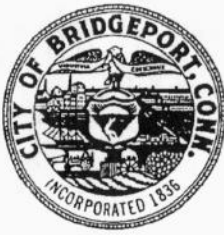
City Council Meeting Date: June 20, 2023

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

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

Date Signed: *6/29/23*

RECEIVED
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23 JUN 30 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *72-22 Consent Calendar


RESOLVED, That the City Council of the City of Bridgeport hereby approve, as directed by the State Tax Commission under Section 12-165, a copy of Municipal Suspense Tax Book for fiscal year ending June 30, 2023; and be it further

RESOLVED, That this Manual represents Grand List 2007 through 2021, which consist of Analyzed Personal Property and Motor Vehicle Taxes at the close of the fiscal year ending June 30, 2023 for the total amount of \$38,676.22.

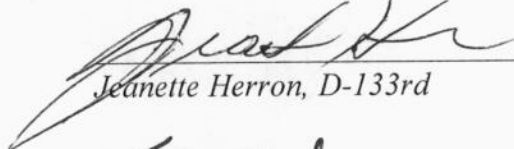
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair


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



Mary A. McBride-Lee, D-135th



Jeanette Herron, D-133rd



Matthew McCarthy, D-130th



Tyler Mack, D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 20, 2023

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
YR : 2007	TOTAL : 7				\$ 2,419.72
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
YR : 2008	TOTAL : 10				\$ 2,717.87
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
YR : 2009	TOTAL : 9				\$ 2,479.72
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
YR : 2010	TOTAL : 4				\$ 1,710.98
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
YR : 2011	TOTAL : 6				\$ 1,262.87

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
YR : 2012	TOTAL : 10				\$ 2,942.67
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
YR : 2013	TOTAL : 4				\$ 1,033.64
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
YR : 2014	TOTAL : 3				\$ 1,123.28
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
YR : 2015	TOTAL : 6				\$ 1,715.04
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
YR : 2016	TOTAL : 19				\$ 3,506.02

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
YR : 2017	TOTAL : 19				\$ 4,913.19

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

Bill #	Name	Code	Reason	Date	Town Due
2018-04-0081602	BARNES EMMALEE	DE	DECEASED	4/5/2023	\$ 132.08
2018-04-0082285	BOOTHE TASHANE E	DE	DECEASED	3/28/2023	\$ 115.07
2018-04-0092147	MAKHRAZ MILIA	BK	BANKRUPTCY	3/27/2023	\$ 191.48
2018-04-0095908	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 70.11
2018-04-0095909	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 667.22
2018-04-0095910	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 185.63
2018-04-0099824	SPENCER LEOGIOVANNI F	DE	DECEASED	4/6/2023	\$ 89.46

YR : 2018

TOTAL : 26

\$ 7,111.93

2019-03-0051795	ALI AZIZ A	DE	DECEASED	3/22/2023	\$ 165.60
2019-03-0057496	BISH WINSTON J	DE	DECEASED	3/28/2023	\$ 96.08
2019-03-0058090	BOOTHE TASHANE E	DE	DECEASED	3/28/2023	\$ 143.56
2019-03-0065139	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 408.60
2019-03-0093499	MAKHRAZ MILIA	BK	BANKRUPTCY	3/27/2023	\$ 196.20
2019-03-0097923	MIEZEJEWSKI ELSIE M	DE	DECEASED	4/6/2023	\$ 60.89
2019-03-0107166	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 82.80
2019-03-0107167	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 868.50
2019-03-0107168	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 203.40
2019-03-0115091	ROSA NATALIA R	BK	BANKRUPTCY	3/27/2023	\$ 195.30
2019-04-0083360	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 274.50

YR : 2019

TOTAL : 11

\$ 2,695.43

2020-02-0905115	MAKHRAZ YOUSSEF	BK	BANKRUPTCY	3/27/2023	\$ 570.50
2020-03-0051691	ALI AZIZ A	DE	DECEASED	3/22/2023	\$ 149.04
2020-03-0057770	BOOTHE TASHANE E	DE	DECEASED	3/28/2023	\$ 134.70
2020-03-0085087	JOHANNESSEN REBECCA H	DE	DECEASED	3/30/2023	\$ 182.23
2020-03-0091438	MAKHRAZ MILIA	BK	BANKRUPTCY	3/27/2023	\$ 172.06
2020-03-0100375	NOLAN MARK K	DE	DECEASED	3/22/2023	\$ 147.74
2020-03-0117808	SPODNIK ANDREW J	DE	DECEASED	4/4/2023	\$ 91.25
2021-03-0051548	ALERS RAMON P	DE	DECEASED	3/22/2023	\$ 58.27
2021-03-0066606	CUCCARO NICHOLAS M	DE	DECEASED	3/22/2023	\$ 16.17
2021-03-0085901	JOHANNESSEN REBECCA H	DE	DECEASED	3/30/2023	\$ 184.70
2021-03-0094651	MATY ROBERT J	DE	DECEASED	3/22/2023	\$ 373.94
2021-03-0100278	NELSON TERRY L	DE	DECEASED	3/22/2023	\$ 434.64
2021-03-0101517	NOLAN MARK K	DE	DECEASED	3/22/2023	\$ 137.96
2021-03-0109941	RHYNIE DARNELL M	DE	DECEASED	3/22/2023	\$ 228.36
2021-03-0118213	SMITH ANTHONY E JR	DE	DECEASED	3/28/2023	\$ 16.23
2021-03-0119337	SPODNIK ANDREW J	DE	DECEASED	4/4/2023	\$ 69.79
2021-03-0119695	STENGEL SUSAN R	DE	DECEASED	3/22/2023	\$ 76.28

YR : 2021

TOTAL : 10

\$ 3,043.86

Grand Total: 151

\$ 38,676.22

Item # *73-22 Consent Calendar

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.



Report
of
Committee
on
Budget and Appropriations

City Council Meeting Date: June 20, 2023

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

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

Date Signed: 6/29/23

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23 JUN 30 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *73-22 Consent Calendar

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *73-22 Consent Calendar

-2-

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *73-22 Consent Calendar

-3-

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *73-22 Consent Calendar

-4-

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 intendment of this and the foregoing resolutions; and be it further

RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the 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.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *73-22 Consent Calendar

-5-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, *Co-chair*

Ernest E. Newton II, D-139th, *Co-chair*

Mary A. McBride-Lee, D-135th

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Tyler Mack, D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 20, 2023

Exhibit A
Bonding Authorizations

<u>Project Descriptions</u>	<u>FY2024 Adopted Capital Plan Projects</u>
BOARD OF EDUCATION:	
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>
TOTAL BOARD OF EDUCATION:	\$2,427,500
ECONOMIC DEVELOPMENT:	
Seaview Ave Corridor/Waterfront Project (20% City match) (Amended)	<u>500,000</u>
TOTAL ECONOMIC DEVELOPMENT	\$500,000
PUBLIC FACILITIES:	
Roadway Paving, Culverts, Intersections (Amendment)	3,000,000
Wonderland of Ice - Roof Replacement	700,000
Newfield Boat Lunch & 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>
TOTAL PUBLIC FACILITIES	\$8,463,763
OTHER DEPARTMENTS:	
WPCA Capital Improvements (Amended)	<u>1,520,000</u>
TOTAL OTHER DEPARTMENTS	\$1,520,000
TOTAL ALL DEPARTMENTS	\$12,911,263

Exhibit B

<u>Capital Project Account</u>	<u>Current City Bond Proceeds</u>	<u>Reallocated Amount</u>	<u>Reallocated Bond Projects</u>
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
TOTALS	\$2,500,000	(2,500,000)	\$2,500,000

Item # *74-22 Consent Calendar

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.



Report
of
Committee
on
Contracts

City Council Meeting Date: June 20, 2023

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

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

Date Signed: *6/27/23*

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23 JUN 30 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *74-22 Consent Calendar

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); and

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); and



City of Bridgeport, Connecticut Office of the City Clerk


Report of Committee on Contracts
Item No. *74-22 Consent Calendar

-2-

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.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

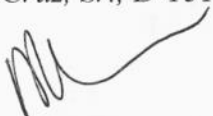
Jeanette Herron, D-133rd, Co-chair



Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th



Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: June 20, 2023

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
info@livewiresi.com

Quote

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

Make	Model	Description	QTY	Unit Price	Price
Primary Equipment: Divisible Room (Wheeler A/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-C63RTL	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
Accessories & Installation Materials: Divisible Room (Wheeler A/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
Installation: Divisible Room (Wheeler A/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
			Divisible	Subtotal	\$ 69,581.93

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 HDS DI 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 Furnished
- * **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.

Item # *83-22 Consent Calendar

Resolution regarding a Sublease Agreement with Connecticut Addiction Medicine, LLC for a clinic located at 100 Fairfield Avenue.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: June 20, 2023

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

Approved by: _____
Joseph P. Garim, Mayor

Date Signed: _____
6/29/23

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *83-22 Consent Calendar

BE IT 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.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: June 20, 2023

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, also commonly known as 99 Middle Street, 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.

ATTEST
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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. Landlord further acknowledges that it has approved Tenant's request to paint the interior of the Premises and to replace certain carpeting with alternate flooring, such improvements to be made at Tenant's sole cost and expense.

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. Landlord represents that the Premises are zoned for such Use and is a permitted Use.

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 approximately three (3) years and six months commencing on June 1, 2023 (the "Commencement Date") and ending on January 7, 2027 (the "Termination Date"). **Landlord confirms, pursuant to that certain written confirmation letter from Forstone 100, LLC dated November 13, 2019 to Landlord, that the rent commencement date of the Master Lease is January 8, 2020 and that pursuant to Section 2A of the Master Lease the seven (7) year term therefore remains fully in effect through January 7, 2027.**

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. Notwithstanding anything contained herein or in the Lease to the contrary, Tenant shall not be in default for failure to pay Rent unless Tenant fails to pay any installment of Rent within forty five (45) days of when the same shall be due and payable (a "Payment Default"). In addition to all other remedies available to Landlord, upon the occurrence of a Payment Default: (i) Tenant shall pay a late charge equal to five (5%) percent of such overdue Rent or other amount due hereunder; (ii) and all sums owing by Tenant hereunder shall commence to bear interest at two percentage points (2%) 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 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 involving 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 between Connecticut Addition Medicine, LLC and the City of Bridgeport and confirms that Connecticut Addition 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). Master Landlord further confirms that the termination date of the Master Lease is January 8, 2027 and consents to the City of Bridgeport's proposed improvements as set forth in Section 2.4 of the Sublease .

Signed, sealed and delivered
in the presence of:

Master Landlord:
MYE FAIRFIELD LLC

By: _____

Its Duly Authorized _____

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 29 day of April, 2019 by and between **FORSTONE 100, LLC**, a Connecticut limited liability company having an address c/o Forstone Capital, LLC, 19 Old Kings Highway, Darien, Connecticut 06820, (hereinafter called the "Landlord"), and **CONNECTICUT ADDICTION MEDICINE, LLC**, a Connecticut limited liability company having an address at 546 Cromwell Avenue, Suite 101, Rocky Hill, CT 06067 (hereinafter called the "Tenant").

Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon the terms, conditions and covenants herein contained, the Premises (as hereinafter defined).

1. Definitions. For purposes of this Lease, the following terms shall have the meanings indicated:

(i) The "Property" shall mean all that certain piece or parcel of land, together with all of the buildings and other improvements now or hereafter located thereon, commonly known as **100 Fairfield Avenue, Bridgeport, Connecticut**;

(ii) The "Common Areas" shall mean all those portions of the Property which Landlord designate, from time to time, as being available for the common use and benefit of the tenants and occupants of the first floor of the Building, including, without limitation, vestibules, sidewalks, curb cuts, exits and entrances, subject to the rights reserved by Landlord in this Lease with respect to said areas;

(iii) The "Building" shall mean that certain four (4) story building located on the Property; and

(iv) The "Premises" shall mean that certain portion of the Building located on the first (1) floor of the Building and shown as "Premises" on the floor plan of the Building attached hereto as **Schedule A**, which Landlord and Tenant agree contains **3,184** rentable square feet ("**RSF**"). The Premises is commonly known as 99 Middle Street, Bridgeport, CT.

(vi) The "Commencement Date" shall mean the earlier of (a) the date that Landlord's Work has been substantially completed (anticipated to be within three (3) months after the date that Landlord receives required governmental permits for the performance of Landlord's Work), or the date that Tenant first occupies the Premises for the conduct of business.

(vii) The "Rent Commencement Date" shall mean the date which is sixty (60) day after the Commencement Date.

(viii) The "Abatement Period" shall mean the period between the Commencement Date and the Rent Commencement Date.

(ix) "Base Tax Year" shall mean the tax fiscal year from July 2018 through June 2019.

(x) "Landlord's Work" shall mean all that certain work and improvements to the Premises as is described on **Schedule B** attached.

2. Term.

(A) The term of this Lease (the "Term") shall commence on the Commencement Date and continuing for a period of seven (7) years from the Rent Commencement Date, subject to earlier termination by Landlord or extension by Tenant as provided herein.

(B) Landlord agrees to perform Landlord's Work in accordance with the provisions of Schedule B. Except for Landlord's Work, Landlord agrees to deliver, and Tenant agrees to accept, the Premises at the beginning of the term of this Lease in "as is" condition, no warranties or representations being made by Landlord herein as to the condition of either the Premises or the Building or any specific use which may be made thereof. The parties acknowledge that, except for Landlord's Work, and with respect to latent defects, Tenant, at Tenant's sole cost and expense, is responsible for finishing the interior of the Premises and performing all work and improvements necessary to prepare the Premises for occupancy by Tenant, (sometimes collectively referred to as "Tenant's Work"). Tenant's Work shall be performed in accordance with and subject to the applicable provisions of this Lease, including, without limitation, Paragraph 17 below.

(C) In the event Landlord has not substantially completed Landlord's Work on or before the date which is four (4) months after the date that Landlord receives required governmental permits for the performance of Landlord's Work, which date shall be extended for Tenant Delays (as hereinafter defined), then, as Tenant's sole remedy, the Abatement Period shall be extended by one (1) day for each day of such delay. In the event Landlord has not substantially completed Landlord's Work on or before the date which is six (6) months after the date that Landlord receives required governmental permits for the performance of Landlord's Work, which date shall be extended for Tenant Delays, then, as Tenant's sole remedy, Tenant shall have the right to terminate this Lease by giving written notice thereof within ten (10) days after the expiration of said six (6) month period.

3. Use.

(A) Tenant may only use the Premises for offices for medical consultation, medical office space and related activities, and for no other purpose without Landlord's prior written consent in each case, which consent may be withheld in Landlord's sole discretion. Without limiting the foregoing, Tenant shall not use or occupy, or permit the use or occupancy of, the Premises or any part thereof, in any manner which shall materially adversely affect or interfere with the proper and economical rendition of any services required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building, or with the use or enjoyment of any part of the Building by any other tenant or occupant, or in such a manner such as to be a nuisance. Landlord covenants and agrees that from and after the date hereof and for so long as this Lease shall remain in force, Landlord shall not enter into any new lease (or allow any subletting) of any space in the Building for the purposes of engaging in the practice of addiction medicine; provided, however, that the foregoing shall not apply to any existing tenants of the Building or their successors or assigns.

(B) Tenant will not store any trash or garbage in any area other than inside of the Premises and shall attend to the daily disposal of trash to a dumpster provided by Landlord. Tenant shall not allow refuse, garbage or trash to accumulate on the Premises and shall keep the areas surrounding said dumpster free from Tenant's refuse. If such areas are not cleaned by Tenant in a timely manner, Landlord, after notifying Tenant of such conditions and giving Tenant a reasonable opportunity to correct such conditions, shall have the right, but not the obligation, to remove from such areas all refuse and in such event Tenant agree to reimburse Landlord's actual cost of such removal and cleaning within 10 days after Landlord's presentation of proof of such costs.

4. (A) Base Rent. Tenant will pay base rent ("Base Rent") in accordance with the following during each month during the term of this Lease, commencing on the Rent Commencement Date:

<u>Year</u>	<u>Monthly Base Rent</u>
1	\$4,643.33
2	\$4,842.39
3	\$5,041.45
4	\$5,240.51
5	\$5,439.57
6	\$5,638.33
7	\$5,837.33

The Base 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 of this Lease (prorated for any period of less than a full month). Notwithstanding the foregoing, simultaneously with the execution hereof, Tenant shall pay to Landlord the sum of **\$4,643.33** on account of the first (1st) month's Base Rent. All Base Rent and additional rent hereunder shall be payable, without notice, demand, abatement, set-off or counterclaim, to Landlord or to such other person and at such address as Landlord may from time to time direct. Tenant will pay a "late charge" equal to five (5%) percent of any payment of Base Rent or additional rent which is not paid within ten (10) days after its due date, and all sums owing by Tenant hereunder shall, commencing ten (10) 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. Taxes.

(A) For purposes hereof, the term "Taxes" shall mean the following: all taxes and assessments, general or special, levied or assessed upon the entire Property (land, buildings and other improvements), or any part thereof, imposed by any public or quasi-public authority having jurisdiction, (including expenses incurred in negotiation with taxing authorities or contesting any such taxes); personal property taxes on personal property owned and used by us in connection with the Property. Notwithstanding the foregoing, Taxes shall not include federal and state taxes on income, death taxes, franchise taxes, gift, inheritance, and estate taxes, and any taxes imposed or measured on or by the income of Landlord from the operation of the Project unless such tax is in lieu of ad valorem taxes on the Property.

(B) Prior to the end of the Base Tax Year and thereafter prior to the commencement of each calendar year during the Term, Landlord shall furnish Tenant with an estimate (which estimate may be reasonably changed by Landlord from time to time) of increases in the amount of the Taxes for the ensuing calendar year (or portion thereof) over the Taxes for the Base Tax Year. Tenant agree to pay to Landlord, as additional rent, commencing **July 1, 2019** and thereafter on the first (1st) day of each calendar month during the Term, in advance, one-twelfth (1/12th) of the amount of Tenant's Percentage Share of such increases in Taxes as reasonably estimated by Landlord. For the purposes hereof, Tenant's "Percentage Share" shall be defined as that fraction, the numerator of which shall be gross leasable area of the Premises (i.e., 3,184 rentable square feet), and the denominator of which shall be the gross leasable area of the Building (i.e., 85,783 rentable square feet). Any modification of Tenant's Percentage Share, reflecting changes in the gross leasable area of the Building, shall be effective as of the first (1st) day of the calendar

month immediately following such change or changes. If Landlord shall furnish such estimate subsequent to the commencement of any such tax fiscal year or calendar year, as the case may be, then, until the first (1st) day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first (1st) day of each month an amount equal to Tenant's monthly payment on account of increases in Taxes, as the case may be, for the last month of the preceding calendar year.

(C) After the end of each calendar year and after the end of the Term, Landlord shall furnish Tenant with a statement of the actual increases in Taxes attributable to the preceding calendar year, together with a statement of Tenant's Percentage Share thereof and together with a statement of all payments made by Tenant (with respect to such increases in Taxes) during such year. If Tenant have overpaid, then Landlord shall furnish Tenant with a credit statement to be applied to the next monthly payments due under this Paragraph, or, with respect to the final year of this Lease, pay such excess to Tenant within thirty (30) days of the termination or expiration of this Lease. If Tenant have underpaid, Tenant shall pay the amount of such underpayment within thirty (30) days after receipt of the above-referenced statement. Each such statement shall be conclusive and binding upon Tenant unless, within 90 days after Tenant's receipt of such statement, Tenant notify Landlord that Tenant dispute the correctness of same, specifying the particular respects in which it is claimed to be incorrect. Any such adjustment shall survive the termination or expiration of this Lease.

6. Signs. Tenant shall not place, install or maintain any sign upon or outside of the Premises or the Building or any part thereof, without Landlord's prior written approval in each case, which approval shall not be unreasonably withheld, delayed or conditioned. Tenant shall not place, install or maintain on the exterior of the Premises, or on the glass of any window or door of the Premises, any sign, decoration, lettering, advertising matter, shade, screen or blind or other thing of any kind, without Landlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord acknowledges that Tenant desires to install signage on the interior of the windows in the Premises. Tenant shall be solely responsible, at Tenant's expense, for obtaining any required governmental approvals for any signs approved by Landlord; provided, however that Landlord shall reasonably cooperate in obtaining such approvals. Any such sign approved by Landlord shall be installed, maintained, operated, repaired, replaced and removed at the end of this Lease (and any damage caused by the installation or removal of same repaired) all by and at the sole cost and expense of Tenant.

7. Utilities.

(A) Landlord shall, without additional charge, provide the utilities and services described on Schedule of Services attached hereto. Tenant agrees to pay for all other utilities and services served or provided to the Premises during the term hereof. Tenant will, at Tenant's sole cost and expense, provide all required cleaning and janitorial services and supplies with respect to the interior of the Premises, including, without limitation, removal of all refuse and waste to a dumpster supplied by Landlord at a location to be designated from time to time by Landlord.

(B) In no event shall Landlord be liable for any interruption, disruption and/or unavailability of any utilities or services provided to the Premises; provided, however, in the event of any such interruption which is caused by Landlord, which interruption renders the Premises substantially untenable for more than three (3) consecutive business days (excluding Saturdays), then the Base Rent and all additional rent and payments due hereunder shall thereafter abate during the continuance of such interruption.

8. Common Areas. Tenant will not (i) use the Common Areas or any other premises outside of the Premises for any business activity, (ii) use or permit or suffer the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for a property similar to the Property, (iii) store any trash or garbage in any area other than inside of the Premises (and Tenant shall attend to the daily disposal of trash in the manner designated by Landlord), or (iv) use or permit the Premises or any other portion of the Property to be used or occupied in such a manner such as to be a nuisance or as to unreasonably interfere with the use and enjoyment of any other portions of the Property by persons entitled thereto.

9. Landlord's Reserved Rights. Landlord shall have the right, at any time and from time to time: (i) to close temporarily all or any portions of the Common Areas (a) to facilitate repairs or changes or to effect construction within the Property, (b) to prevent the acquisition of public rights in any Common Areas, (c) to discourage unauthorized parking or (d) to protect or preserve persons or property; (ii) to increase, reduce or change the Common Areas and any of the other improvements in the Property, including, without limitation, the right to move and/or remove same, and the right to construct and/or cause to be constructed additional buildings and improvements within the Common Areas; (iii) to erect, use, maintain and repair pipes, cables, conduits, and the like, to and through the Premises as often, in such locations and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Property so long as the same do not unreasonably interfere with Tenant's use of the Premises; and (iv) to grant such easements, rights of way or licenses, whether permanent or temporary, in, over, under, upon, through or otherwise respecting the Property or any part thereof as the Landlord may deem desirable. The exercise by Landlord of any of Landlord's rights under this Paragraph 9 shall not affect any of Tenant's obligations under this Lease.

10. Maintenance.

(A) Landlord shall make necessary repairs to the structural portions of the Building and shall keep in good condition and repair the foundations, exterior walls, roof, parking lots and driveways, and Common Areas of the Building and Property, and the mechanical and electrical systems serving the Premises until the point of entry into or out of the Premises. Landlord shall be responsible for the maintenance, repair or replacement of the HVAC system serving the Premises. Landlord shall not be required to perform any such maintenance or to make any such repairs or replacements where same were caused or occasioned by Tenant's act, omission or negligence, any that of subtenant or concessionaire of Tenant's, or any of Tenant's or their respective officers, employees, agents, customers, invitees or contractors. Landlord agrees to maintain the Common Areas in good condition and repair. Landlord shall keep the Common Areas reasonably free of snow, ice, paper, debris and other refuse so as to keep the Common Areas in a neat, clean and orderly condition. Landlord shall also maintain adequate lighting for the Common Areas. The provisions of this Section shall not apply in the case of damage by fire or other casualty or by eminent domain, in which case the obligations of the parties shall be as provided in other Sections of this Lease. Except as otherwise provided herein, Landlord shall not be obligated to furnish make any repairs or alterations in or to the Premises, and Tenant assume the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises. Notwithstanding the foregoing, Landlord shall, at the commencement and during the term of the Lease, be responsible for curing any violations of Legal Requirements (as hereinafter defined) including, without limitation, the requirements of the American with Disabilities Act with respect to the Premises and the commons areas used by Tenant, so long as the same are not caused by Tenant, it agents, employees, contractors, clients, licensees or invitees.

(B) Except for maintenance and repairs required to be performed by Landlord under Subparagraph (A) above, Tenant, at Tenant's own expense, shall perform all maintenance and make all repairs and replacements in or to the Premises, and shall keep the Premises clean, neat, safe, sanitary, in good order, repair and condition (including all painting and decorating necessary to maintain at all times a clean and slightly appearance). Without limiting the generality of the foregoing, Tenant is specifically required to perform maintenance and make repairs and replacements (a) to the portion of any pipes, lines, ducts, wires or conduits contained within the Premises; (b) to windows, plate glass, doors and locks, and any fixtures or appurtenances composed of glass; (c) to any lighting, electric or plumbing equipment or fixtures installed in the Premises; and (d) to the Premises, the Building and/or the Property when maintenance, repairs or replacements to the same are necessitated by Tenant's act or omission, or that of any subtenant or invitee of Tenant, or any of Tenant's or their respective officers, employees, agents, customers, invitees or contractors, or Tenant's failure to perform Tenant's obligations under this Lease. Tenant shall be solely responsible for providing all necessary exterminating services. The Premises and every part thereof, and all other areas of the Property required to be maintained by Tenant hereunder, shall be kept by Tenant in a clean, sanitary and wholesome condition, free from any objectionable noises, odors which may be smelled in any other part of the Building or outside of the Premises or nuisances, public or private, including, without limitation, infestations of insects or rodents. With respect to any maintenance, repair or replacement required to be performed by Tenant under any provision of this Lease, Landlord shall have the right and option (but not the obligation) to perform the same on Tenant's behalf, and at Tenant's sole cost and expense. In such event, Tenant shall pay Landlord on demand all costs and expenses incurred by Landlord in performing same.

(C) Except as otherwise provided herein, Landlord expressly disclaims, and Tenant acknowledges that neither Landlord nor its agents have made, any representation or warranty, either express or implied, respecting the Premises except as expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth herein. Except as otherwise provided herein, the taking of possession the Premises by Tenant shall be conclusive evidence that the Tenant has accepted the Premises "AS IS".

(D) In addition, Tenant will, at Tenant's cost, comply (and cause the Premises to comply) with all federal, state and/or local laws, statutes, ordinances, codes, ordinances, rules, regulations and requirements, whether now existing or hereafter in force, ("Legal Requirements"), affecting the Premises and/or the conduct of Tenant's business therein, including, without limitation, the requirements of the Americans with Disabilities Act, so-called ("ADA"), including making any alterations required thereby. Tenant shall indemnify and hold Landlord harmless from and against any and all fines, penalties, costs, claims, demands, liability, actions, proceedings, judgments and damages arising out of Tenant's violation of or non-compliance with the terms of this Section, including the cost of defending against same and including the increased cost of any insurance premium as a result of any such violation or non-compliance.

11. Indemnification. Tenant will indemnify and hold Landlord harmless from and against all loss, cost, liability and expense of any sort (including attorneys' fees) arising out of Tenant's breach or default under this Lease, any act or omission by Tenant or Tenant's agents, employees, contractors or invitees, any accident, injury or damage which occurs in or about the Premises, however occurring, any matter arising out of the condition, occupation, maintenance, alteration, repair, use or operation of the Premises or any part of it, and/or any other matter arising from or relating to Tenant's occupation of the Premises; **provided, however,** that, in no event shall Tenant be required to indemnify Landlord from matters resulting from Landlord's negligence or intentional acts ("Landlord's Acts"). Landlord will indemnify and hold Tenant

harmless from and against all loss, cost, liability and expense of any sort (including reasonable attorneys' fees) arising out of Landlord's Acts.

12. Insurance. During the Term, Tenant will maintain the following insurance, all in such amounts and with such coverages and companies as Landlord may reasonably require: (i) commercial general public liability (minimum of \$2,000,000 combined single limit) on an "occurrence basis"; (ii) fire and extended coverage covering all of Tenant's improvements and Tenant's property in the Premises, on a replacement cost basis; (iii) rent insurance (and/or, as the case may require, use and occupancy insurance) in an amount not less than then current annual Base Rent payments); (iv) fire legal liability insurance sufficient to replace the portion of the Building occupied by Tenant; (v) a minimum Five Million Dollars (\$5,000,000) umbrella liability policy, (vi) workers compensation insurance including \$500,000 coverage for employers liability, (vii) builder's risk coverage during the performance of any Alterations to the Premises, and (viii) such other insurance as Landlord may reasonably require; all of which shall name Landlord, Landlord's property manager and Landlord's mortgagees as mortgagee, loss payee and/or as an additional insured, as may be appropriate, and not be cancelable without thirty (30) days prior notice to Landlord and such other insureds. Tenant will deliver evidence of such insurance to Landlord from time to time upon request. Tenant shall not do or allow to be done anything in respect of the Premises or use the Premises in any manner whereby any insurance covering any part of the Property shall be suspended or the cost thereof shall be higher than normal.

13. Inspection. Landlord (and Landlord's representatives) shall have access to the Premises at all reasonable times (i.e., during Tenant's hours of operation) and upon reasonable (i.e., 24 hour) advance notice, which may be written, email/text or oral notice, (and in emergencies, at all times without advance notice) to examine same and to make such repairs, replacements, alterations, improvements and additions in or to the Premises and/or the Property (without being obligated so to do) as Landlord deem necessary and to show the Premises to prospective purchasers, mortgagees and lessees (only during the final six (6) months of the Term), all without affecting any of Tenant's obligations hereunder. Nothing contained in this Paragraph shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises.

14. Assignment.

(A) Except as set forth in subparagraph (B) below, Tenant may not assign or pledge this Lease, or sublet all or any portion of the Premises, whether by operation of law or otherwise, without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned by Landlord. Notwithstanding anything contained herein to the contrary, in the event of any assignment, pledge or subletting, Tenant shall continue to be and remain primarily (jointly and severally) liable for all of the obligations of the tenant under this Lease.

(B) Notwithstanding anything contained herein to the contrary, so long as Tenant is not then in default under this Lease beyond any applicable notice and cure period, Tenant may assign this Lease, or sublet all of the Premises, without the consent of, but with at least ten (10) business days' prior written notice to, Landlord, to any purchaser of Tenant's business operations at the Premises; provided such purchaser has a net worth equal to or greater than Tenant's net worth and such purchaser intends to continue the Tenant's business in substantially the same manner as Tenant. In addition, Tenant may assign this Lease, or sublet all or a portion of the Premises, without the consent of, but with at least ten (10) business days' prior written notice to, Landlord, to: (a) the State of Connecticut, the City of Bridgeport, or any political subdivision or agency of either, or any quasi-governmental agency affiliated with either,

provided that the proposed use of the Premises is not prohibited by written leases with any other Tenant of the Building and is reasonably consistent with the other uses in the Building; (b) an entity or an affiliate of an entity whose equity interests are traded on a recognized public market, provided that the proposed use of the Premises is not prohibited by written leases with any other Tenant of the Building and is reasonably consistent with the other uses in the Building; or (c) any then tenant in the Building, provided that tenant is acquiring all or a portion of the Premises in addition to, and not in lieu of, its then leased space in the Building, such tenant is not then in default of any of its obligations to Landlord under its lease, and the proposed use of the Premises is not prohibited by written leases with any other Tenant of the Building and is reasonably consistent with the other uses in the Building. In connection with any assignment permitted under this Subparagraph (B), Landlord will consider releasing (but shall in no event be obligated to release) the assignor from any obligations first arising under this Lease from on and after the effective date of such assignment.

(C) Supplementing the provisions of subparagraph (A) above: in the event of any subletting of all or any part of the Premises, Tenant shall, in addition to any other sums payable under this Lease, pay to Landlord as additional rent, an amount equal to fifty percent (50%) percent of any and all rents, additional charges, or other consideration payable to Tenant solely under or in connection with such sublease which is in excess of the Base Rent and additional rent accruing under this Lease during the term of the sublease in respect of the subleased space pursuant to the terms hereof. The sums payable under this paragraph shall be paid to Landlord as and when payable by the subtenant to Tenant. Supplementing the provisions of subparagraphs (B) above: in the event of any subletting of all or any part of the Premises, Tenant shall direct that the subtenant pay all rent, additional rent and other charges due directly to the Landlord.

(D) Supplementing the provisions of subparagraphs (A) and (B) above: If Tenant shall desire to assign this Lease, or sublet the Premises or any part thereof, Tenant shall first submit in writing to Landlord a notice setting forth in reasonable detail: (i) the identity and address of the proposed assignee or sublessee; (ii) in the case of a subletting, the terms and conditions thereof, (iii) the nature and character of the business of the proposed assignee or sublessee and its proposed use for the Premises; (iv) except in the case of a governmental or quasi-governmental agency, or an existing tenant, evidence that the proposed assignee or sublessee is a United States citizen or citizens or a corporation qualified to do business in the State of Connecticut and organized and existing under the laws of one of the States of the United States; (v) except in the case of a governmental or quasi-governmental agency, an existing tenant or a publicly traded entity, banking, financial and other credit information relating to the proposed assignee or sublessee reasonably sufficient to enable Landlord to determine the proposed assignee's or sublessee's financial responsibilities; (vi) in the case of a subletting of only a portion of the Premises, plans and specifications for Tenant's layout, partitioning, and electrical installations for the portion of the Premises to be sublet; and (vii) the effective date of the proposed assignment or the commencement date of proposed subletting.

(E) In the event Landlord consents to any assignment of this Lease or subletting of all or a portion of the Premises, the assignee or subtenant shall (i) execute and deliver to Landlord an agreement in form and substance reasonably satisfactory to Landlord, whereby the assignee shall assume all of Tenant's obligations under this Lease, or agrees to pay Landlord directly any and all amounts due under the sublease, as applicable, and (ii) except in the case of a governmental or quasi-governmental agency, an existing tenant (unless required by such tenant's existing lease) or a publicly traded entity, provide personal guarantees (in form and substance reasonably satisfactory to Landlord) of the obligations of the assignee from the principal(s) in any such assignee which is not a natural person.

15. End of Term. At the end of the Term or sooner termination of this Lease, Tenant will surrender the Premises broom clean, in good condition and repair, ordinary wear and tear through reasonable use thereof excluded. Tenant will remove all of Tenant's personal property from the Premises and shall repair any damage occurring in connection therewith. All alterations, additions, installations and/or improvements to the Premises, ("Alterations"), which Tenant shall have made and all fixtures which Tenant shall have installed shall, unless Landlord request Tenant to remove same (in which case they shall be immediately removed by Tenant, at Tenant's expense, and the Premises restored to its condition prior to the making or installation of same), shall become Landlord's property and shall remain upon, and be surrendered with the Premises as a part thereof at the termination of this Lease, free and clear of any liens or encumbrances, all without compensation to Tenant. Without limiting the generality of the foregoing, unless Landlord request Tenant to remove same, all improvements constructed and/or installed by Tenant on the Premises as part of the Tenant's Work shall be surrendered to Landlord upon the expiration or termination of the Term, in good condition and repair and free and clear as aforesaid. In the event Tenant fail to perform Tenant's obligations under this Paragraph, Landlord shall have the right (but not the obligation) to perform said obligations on Tenant's behalf and at Tenant's expense, and Tenant will pay Landlord all sums Landlord so incur, on demand within 10 days after presentation by Landlord of reasonable supporting documentation for such expenses. All of Tenant's obligations under this Lease shall survive the expiration or sooner termination of the Term. The term "fixture(s)" as used in this Lease means such items of personalty which have been so affixed to the Premises that removal would cause, in Landlord's sole opinion, material damage to the Premises. By way of example, and not limitation, fixtures include the following: heating, ventilating and air conditioning systems, water heaters or softeners, and toilet fixtures consisting of the lavatories and water closets.

16. Default and Termination.

(A) If Tenant fail to pay any Base Rent, additional rent (e.g., Tax payments) or other sums owing hereunder when due and such failure continues for more than ten (10) days, or if Tenant fail to comply promptly with any other term of this Lease or default in any other way, and such default or failure continues for a period of twenty (20) days after written notice from Landlord to Tenant, (if the default by its nature requires more than twenty (20) days to cure, then Tenant shall be allowed additional time (not to exceed an additional fifteen (15) days) as is reasonably necessary to cure the failure so long as (a) Tenant commences to cure the failure within the original twenty (20) days, and (b) Tenant diligently pursues a course of action that will cure the failure), then, in addition to any of Landlord's other rights or remedies, Landlord may terminate Tenant's occupancy under this Lease by Summary Process and Tenant waives all applicable notices of any sort. Notwithstanding any such termination Tenant will remain liable for all rents and other obligations hereunder as the same fall due for the balance of the Term, as hereinafter provided.

(B) If Landlord obtains possession of the Premises by reason of Tenant's default,

(i) Landlord shall have the right and option, but not the obligation, from time to time, and without affecting Tenant's continuing obligations under this Lease, to repair the Premises in such manner as Landlord deem necessary to put the Premises in good order and condition, and to relet the Premises or any part thereof, for such term or terms and at such rental or rentals and upon such terms and conditions as Landlord may deem advisable, and Tenant shall pay on demand all expenses incurred by Landlord in obtaining possession, and in repairing and putting the Premises in good order and condition, and in reletting the same, including, without limitation, attorneys' fees and brokerage commissions, and

(ii) Tenant shall pay to Landlord, on the dates the same would otherwise be payable hereunder until the end of (what would have been) the full term of this Lease, the sums of money which would have been payable by Tenant as Base Rent and additional rent hereunder upon said payment dates if Landlord had not re-entered and resumed possession of the Premises, deducting only the net amount of rent, if any, which Landlord shall actually receive in the meantime from and by any reletting of the Premises, and Tenant shall remain liable for all sums, aforesaid, as well as for any deficiency. Landlord shall have the right from time to time to begin and maintain successive actions or other legal proceedings against Tenant for the recovery of such deficiency or damages or for a sum equal to any installment or installments of rent and any other sums payable hereunder, and Tenant's liability shall survive the institution of any action to terminate the Term of this Lease and/or to secure possession of the Premises.

(C) In lieu of claims for damages on account of such termination thereafter arising under (B)(ii) above, Landlord shall, at Landlord's option, be entitled to recover from Tenant an amount equal to the excess of all Base Rent reserved hereunder for the unexpired portion of the Term hereof discounted at the rate of two percent (2%) per annum from the date such rents would have become due under this Lease to the date of such termination, over the fair rental value of the Premises at the time of termination for such unexpired portion (as such value is determined by Landlord), but in no event less than one year's Base Rent (at the then rate).

(D) Landlord shall have the right (but not the obligation) to cure any of Tenant's defaults under this Lease and Tenant shall pay to Landlord, on written demand, as additional rent, all costs and expenses Landlord incur in so curing defaults and/or enforcing this Lease, including, without limitation, court costs and reasonable attorney's fees, regardless of whether suit is instituted. All sums payable by Tenant under this Lease shall be deemed to be "additional rent" payable by Tenant on demand and failure to pay additional rent on demand shall be a default hereunder.

(E) To the extent required by law, Landlord shall use commercially reasonable efforts to mitigate its damages.

(F) Landlord's Default. Upon the failure of Landlord to fully perform or observe any covenant or condition of this Lease to be performed or observed by Landlord, Tenant may, after giving Landlord thirty (30) days' written notice within which to cure the same (provided, however, said thirty (30) day period shall be extended if Landlord shall within said thirty (30) day period commence to cure such default and shall diligently and in good faith prosecute such curing to completion), perform such action or pay any amount unpaid, and offset the cost of the same against up to 25% of the Base Rent due hereunder.

17. Alterations. Without Landlord's prior written approval, Tenant will not make any Alterations to the Premises or any part of the Property, which approval shall not be unreasonably withheld or delayed by Landlord. Such approval may be conditioned upon such matters as Landlord may reasonably require, including, without limitation, (i) submission to and approval by Landlord of plans, specifications and contractors/subcontractors, (ii) provision of evidence of adequate insurance by Tenant's contractor/subcontractors, including, without limitation, builder's risk and commercial general liability insurance, both of which shall name Landlord and its property manager as additional insureds, and worker's compensation coverage, (iii) provision of absolute lien waivers upon the completion thereof, and (iv) provision of evidence of Tenant's having obtained all required permits and approvals. Tenant acknowledges that, as a condition to Tenant's performing any Alterations to prepare the Premises for Tenant's initial occupancy, Tenant must satisfy the foregoing conditions (i) through (iv). All Alterations shall be performed at Tenant's sole cost and expense, in full compliance with all applicable laws, ordinances and codes and

Tenant agree to indemnify Landlord and the Property from and against any loss, cost, liability, damage or expense arising in connection therewith. Tenant will keep the Premises free from any mechanic's liens of persons claiming by or through Tenant.

18. Subrogation. Each party hereby waives any right of recovery against the other for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation right endorsements to all policies and insurance carried in connection with the Premises or the contents of either of them.

19. Subordination; Attornment. This Lease shall at all times be subject and subordinate to any mortgage which may now or hereafter be placed upon or affect the Property, or any part thereof, and to all renewals, modifications, replacements, consolidations and extensions thereof. The aforesaid provisions shall be self-operative and no further instruments of subordination shall be required or be necessary; provided, however, Tenant agree, without cost and within ten (10) days of receipt of same, to execute any and all commercially reasonable documents which Landlord deem appropriate to confirm such subordination. In the event of the sale or transfer of the Property upon a foreclosure, deed in lieu thereof or other exercise of remedies by the holder of a mortgage, Tenant shall attorn to the purchaser or transferee of the Property and recognize such purchaser or transferee as Landlord under this Lease; provided, that the holder, purchaser or transferee agrees in writing not to disturb the possession of Tenant in the Premises so long as Tenant is not in default under this Lease. The term "mortgage" shall mean any mortgage, security interest, charge, deed of trust, or other similar encumbrance resulting from the financing or refinancing of the Property. Tenant shall not record this Lease or any memorandum hereof in the Bridgeport Land Records.

20. Exculpation. Landlord will have no personal liability of any sort to Tenant under this Lease, all of Landlord's liability (and all of Tenant's remedies) being limited to Landlord's interest in the Premises and any available insurance coverage and Tenant shall not have any recourse to any of Landlord's other assets and/or to any of the stockholders, partners, members or other principals of or in Landlord or any of their individual assets.

21. Notice to Mortgagee. In no event shall Landlord be in default under this Lease unless and until Tenant have given Landlord (and any mortgagee of the Premises) written notice of the claimed default and the expiration of thirty (30) days after receipt of said notice without Landlord (or such mortgagee) having commenced to cure the default.

22. Condemnation. In the event (i) the Premises, or (ii) any portion of the Property which Landlord shall deem to be material shall be taken by eminent domain (or conveyed in lieu thereof), then each of Landlord and Tenant shall have the option to terminate this Lease. All awards and compensation for any taking shall belong to Landlord; provided, however, that Tenant shall have the right to make an independent claim for Tenant's moving expenses and loss of business so long as Tenant's claim does not reduce Landlord's claim or award.

23. Damage or Destruction.

(A) In the event the Premises or the Building shall be damaged by fire or other casualty, then the Base Rent (but no other sums) payable by Tenant hereunder shall abate to the extent that the Premises are not reasonably usable for Tenant's business until the restoration work required to be performed by

Landlord has been substantially completed (except that if the damage was caused by Tenant's fault or neglect, there shall be no abatement), and Landlord shall, to the extent of available insurance proceeds, repair the same (exclusive of Tenant's property or improvements, which shall be repaired by Tenant at Tenant's expense); provided, however, that if Landlord determines that such damage or taking is "substantial", Landlord shall have the option to terminate this Lease rather than to repair.

(B) If the Premises are rendered unsuitable for the Tenant's use or reasonably inaccessible as a result of any such fire or other casualty, then within sixty (60) days after Landlord acquires knowledge of such damage, Landlord shall deliver to Tenant an estimate prepared by a reputable contractor selected by Landlord setting forth such contractor's estimate as to the reasonable time required to repair such damage. If the Premises are damaged or destroyed or if they are not but the Landlord's Building is damaged, which damage materially adversely affects Tenant's use or access to the Premises, and the time period set forth in such estimate exceeds a period of six (6) months, or if Landlord does not actually repair and restore within six (6) months, the Tenant shall have the right to terminate the Lease by giving Landlord at least thirty (30) days prior written notice of such termination, but only if the repairs and restoration work to be performed by Landlord has not been substantially completed prior the expiration of the termination date set forth in said notice. Upon any such termination, Tenant's future liability for Base Rent or additional rent due under this Lease shall cease as of the day following such fire or other casualty and any prepaid portion thereof for any period after such date shall be refunded by Landlord to Tenant.

24. Holdover. If Tenant remain in possession of the Premises beyond the expiration or termination of the Term, Tenant will be occupying on a month to month basis subject to all the terms hereof, except that the monthly Base Rent shall be at a rate equal to 150% of that in effect at the end of the Term. In addition, if the Premises are not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from Tenant's delay in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay.

25. Entire Agreement. This Lease represents the entire agreement between Tenant and Landlord with respect to the subject matter hereof, which may not be amended, modified or waived except in writing. No waiver by either party of any breach by the other party shall be a waiver of any subsequent or different breach. All of the parties' rights and remedies set forth herein shall be cumulative and in addition to any other remedies available at law or equity. Tenant shall, from time to time, within ten (10) days after request, provide Landlord with an "estoppel certificate", so-called, in form satisfactory to Landlord. Tenant represents that Tenant has had no dealings with any broker or agent, other than Hodson Realty, in connection with this Lease and agrees to indemnify and hold Landlord harmless from any breach of said representation. Landlord represents that Landlord has had no dealings with any broker or agent, other than Forstone Management Associates, LLC, in connection with this Lease and agrees to indemnify and hold Tenant harmless from any breach of said representation. Landlord agrees to pay, pursuant to the terms of a separate agreement, the fees of Hodson Realty and Forstone Management Associates, LLC.

22. Binding Nature. This Lease shall be binding upon and inure to the benefit of Tenant and Landlord, and Tenant's and Landlord's respective heirs, successors and assigns, subject to applicable restrictions on assignment and subletting by Tenant. This Lease shall be fully assignable by the Landlord or its assigns. All notices hereunder shall be in writing and shall be deemed given if sent by commercial overnight courier service or certified mail, return receipt requested, to Tenant and Landlord their respective addresses set forth above (or such other address as may be designated in writing by such party) and shall be effective upon receipt or rejection by the person to whom addressed.

23. Force Majeure. Landlord shall not be in default hereunder if Landlord is unable to fulfill or are delayed in fulfilling any of Landlord's obligations hereunder, by reason of fire or other casualty, strikes or labor troubles, governmental pre-emption, any rule, order or regulation of any governmental authority, other emergency, or any other cause beyond Landlord's reasonable control.

24. COMMERCIAL WAIVER. TENANT HEREBY ACKNOWLEDGE THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278(a) OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SAID ACT TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY UNDER SECTIONS 52-278(a) TO 52-278(g), AS AMENDED. IN THE EVENT THAT LANDLORD COMMENCE ANY SUMMARY PROCEEDINGS OR ACTION FOR NON-PAYMENT OF RENT OR OTHER CHARGES PROVIDED FOR IN THIS LEASE, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM IN ANY SUCH PROCEEDING OR ACTION. TENANT AND LANDLORD WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING UNDER OR CONNECTED WITH THIS LEASE.

25. Landlord's Approval. In the event Tenant shall seek Landlord's approval or consent and Landlord fail or refuse to give same, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent unless it is found that Landlord withheld its consent in bad faith, Tenant's sole remedy shall be an action for injunction or specific performance (which shall be available only in those cases where Landlord have expressly agreed in writing not to unreasonably withhold Landlord's consent.

26. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Base Rent or additional rent, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord.

27. Transfer of Interest. Upon any transfer of Landlord's interest in the Premises and in this Lease (other than any such transfers to a mortgage lender as security for indebtedness), then Landlord shall be automatically released from all liability under this Lease and Tenant agree to look solely to such transferee for the performance of Landlord's obligations hereunder arising after such transfer.

28. Severability. If any provision of this Lease or any application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Paragraph headings are for convenience only and shall have no substantive effect. This Lease may be executed in counterparts.

29. Rules. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with such reasonable rules and regulations as Landlord or Landlord's agents may from time to time adopt respecting the use, occupancy and/or management of the Building, provided, however, that Landlord agrees not to enforce same against Tenant in a discriminatory manner. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other lease, as against any other tenant or occupant of the Building, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, visitors or licensees. The current rules and regulations respecting the Building are set forth in Schedule of Building Rules attached.

30. 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 **\$4,643.33** 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 Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's consent, and any such act shall be without force and effect and shall not be binding upon Landlord. The Security Deposit shall not bear interest and may be commingled with Landlord's funds. If any Base Rent or additional 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 Lease, 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.

31. Parking.

(A) During the term of this Lease, Landlord shall make available (without additional charge) during the term of this Lease, the use of two (2) parking spaces for the use of Tenant's employees located in the Building's underground parking garage. In all cases, such parking shall be on a "first come, first served", unassigned basis unless Landlord elects to reserve said spaces.

(B) Use of said spaces Lot shall be subject to and conditioned upon strict compliance with all of the rules and regulations promulgated by the Operator for the use of the underground parking, as the same may be amended or supplemented from time to time (the "Parking Rules"). Tenant agrees to cause its employees who use said spaces to comply with the Parking Rules. In case of any violation of the foregoing provisions, including the Parking Rules, Landlord may refuse to permit the violator to park and may remove the vehicle owned or driven by the violator from the ramp without liability whatsoever, at such violator's risk and expense.

(C) Landlord reserves the right to close all or a portion of the parking areas in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the same, or if required by casualty, strike, condemnation, act of God, Law or governmental requirement, or any other reason beyond Landlord's reasonable control and any interruption of the use of the spaces shall not modify, affect or diminish any of Tenant's obligations under this Lease.

32. Renewal Option.

(A) So long as this Lease is in full force and effect and Tenant shall not be in default hereunder (beyond any applicable notice and cure period) at the time of the exercise of the Renewal Option (defined below) and at the time of commencement of the applicable Renewal Term (defined below), Tenant shall have the option (the "Renewal Option") to extend the term of this Lease for one (1) additional period of five (5) years (the "Renewal Term"), commencing, on the day immediately following the expiration date of the initial Term of this Lease, upon all of the same terms, covenants and conditions of this Lease (including, without limitation, continued payment by Tenant of increases in Taxes), except that: (i) Tenant shall have no further option to extend the term of this Lease beyond the expiration of the Renewal Term, and (ii) the Base Rent to be paid during the Renewal Term shall be as set forth in subparagraph B below, and (iii) as to the Renewal Term, Tenant shall accept the Premises "as-is" and Landlord shall not be required to perform any work to the Premises or provide any contribution or allowance or any other concessions therefor or

with respect thereto. Tenant may only exercise the Renewal Option by giving Landlord written notice, which notice is received by Landlord not less than nine (9) months prior to the expiration of the initial Term, time being of the essence as to Tenant's obligation to deliver said notice within said specified period. If Tenant effectively exercises the Renewal Option as herein provided, the term of this Lease shall be automatically extended for the Renewal Term period without necessity for execution of an extension or renewal Lease; and, in such event, the phrases "the term of this Lease", "the term hereof" or "the Term" as used in this Lease, shall include the subject Renewal Term.

(B) The annual Base Rent to be paid during the first year of the Renewal Term shall be **\$71,640.00**, and the annual Base Rent shall increase by **\$1,592.00** per annum on each anniversary of the commencement of the Renewal Term.

33. Landlord's Representations and Warranties. Landlord hereby represents and warrants that: (i) it is the owner of the Property, or otherwise has the right to lease the Premises as set forth herein, free and clear of all liens and encumbrances; and (ii) it has the power and authority to enter into this Lease;

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, as of the day and year first above written.

In the presence of:

LANDLORD:

FORSTONE 100, LLC

By: Forstone Management Associates, LLC, Manager

Sarah Ceri
[Signature]

By: *[Signature]*
Name: Brett Wilderman
Its: Manager

TENANT:

CONNECTICUT ADDICTION MEDICINE, LLC

[Signature] LaShan Brown
Robert F. Ledy
Robert F. Ledy

By: *[Signature]* (MAHBOUB A. ASLAM)
Name:
Title: Manager

STATE OF CONNECTICUT)

) ss.: Stamford April 29, 2019

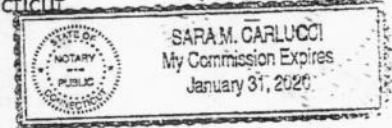
COUNTY OF FAIRFIELD)

Personally appeared, Brett Wilderman, the Manager of FORSTONE 100, LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

[Signature]

Commissioner of the Superior Court
Notary Public - State of Connecticut

My Commission Expires:



STATE OF CONNECTICUT)

) ss.: Hartford April 24, 2019

COUNTY OF FAIRFIELD)

Personally appeared, Aslam A. Mahboob, a Manager of CONNECTICUT ADDICTION MEDICINE, LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such Manager and the free act and deed of said limited liability company, before me.

[Signature]

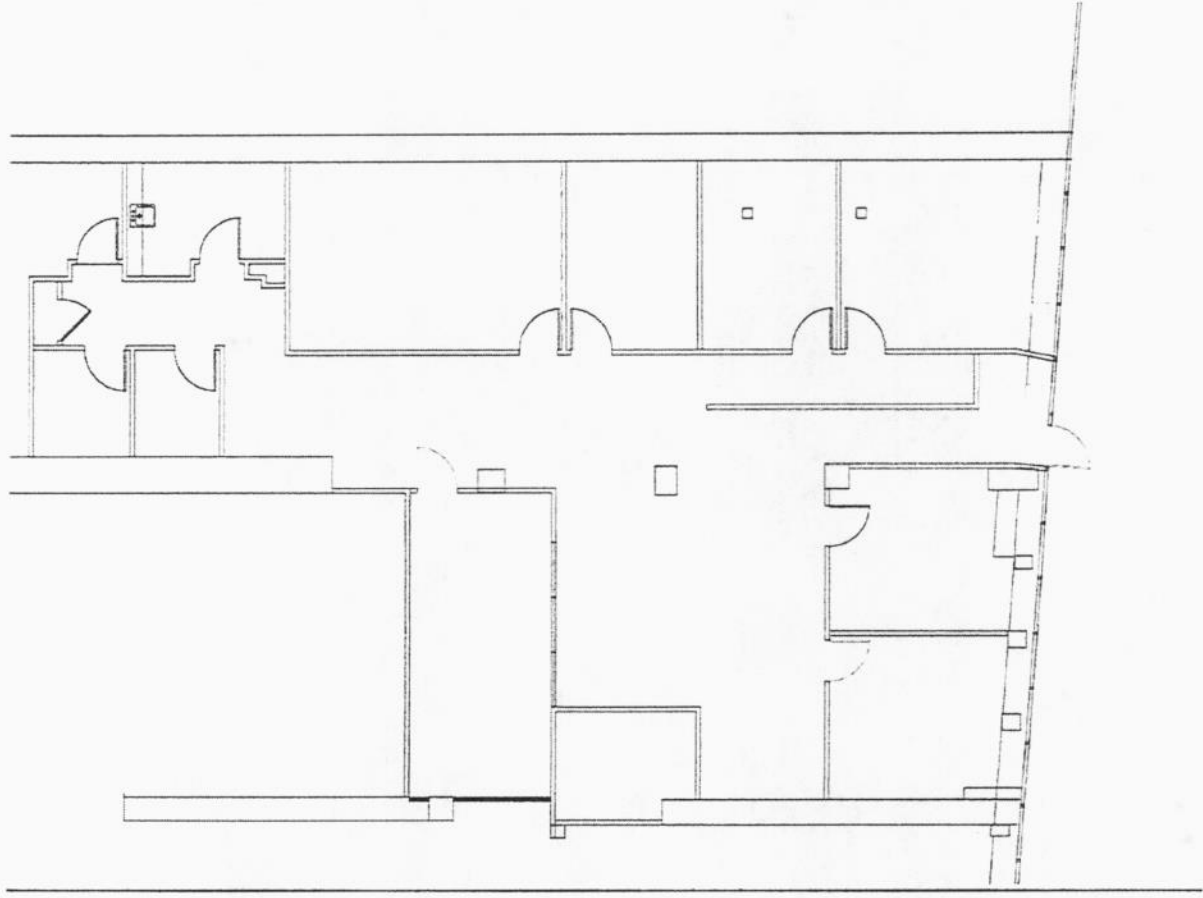
Commissioner of the Superior Court
Notary Public - State of Connecticut

and

My Commission Expires: 6-30-22

SCHEDULE A

FLOOR PLAN



SCHEDULE B

LANDLORD'S WORK

I. LANDLORD'S WORK.

A. Landlord shall, at its sole cost and expense (except as otherwise provided herein), in a good and workmanlike manner, perform the following in or to the Premises ("Landlord's Work"): all that certain work and improvements as are shown or described in Rider 1 and Rider 2 attached. As part of Landlord's Work, Landlord shall cause the plumbing, electrical and HVAC systems serving the Premises to be in good working order. The work and installations required to be performed and made by Landlord as part of Landlord's Work shall be performed in accordance with the standards adopted (from time to time) by Landlord for the Building ("Building Standard").

B. Tenant shall fully and promptly cooperate with Landlord with respect to the performance of Landlord's Work, including, inter-alia, by providing any requested information, approvals and authorizations (which shall not be unreasonably withheld, conditioned or delayed by Tenant).

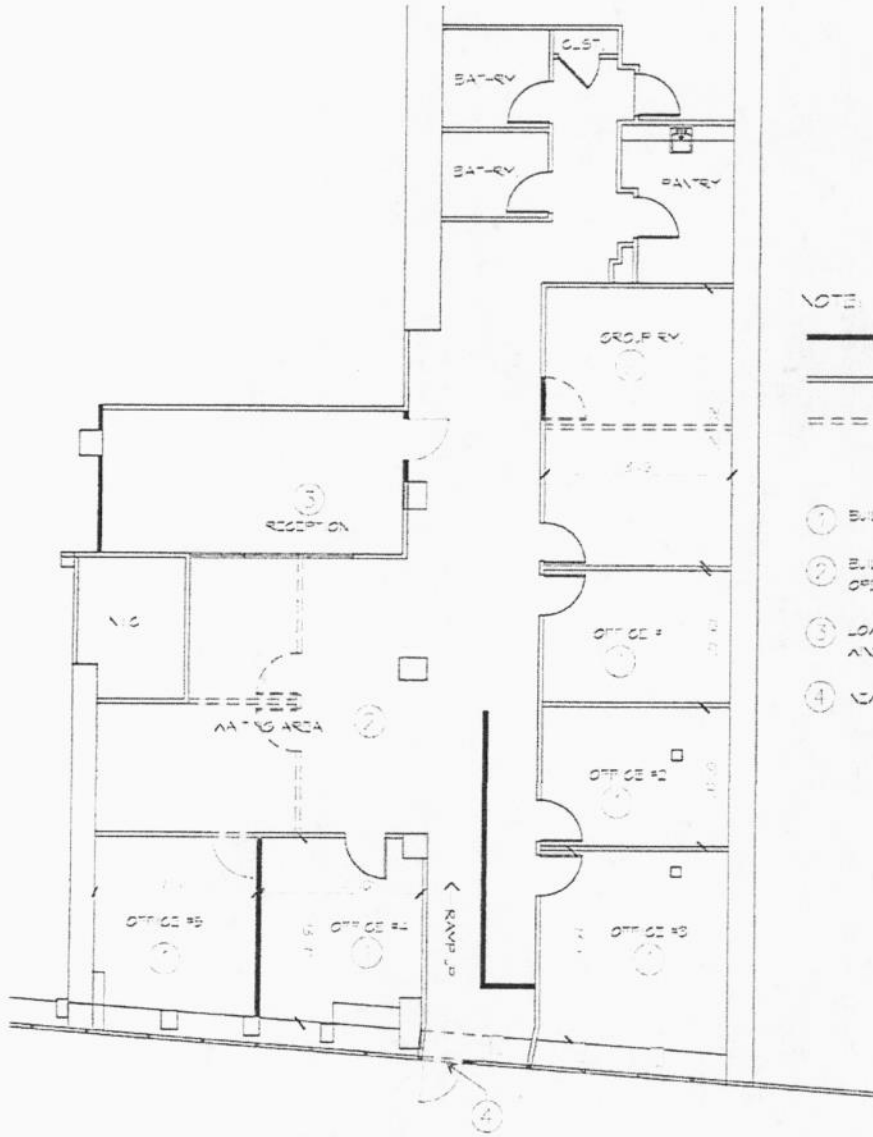
C. In the event substantial completion of Landlord's Work shall be delayed by reason of (i) Tenant's request for materials, finishes or installations other than Building Standard, (ii) Tenant's delay in supplying information, or in approving plans or specifications or estimates, or in giving authorizations, or (iii) by reason of any other similar acts or omissions of Tenant, its agents and/or contractors, (collectively referred to as "Tenant Delays"), then, and in any such event, Tenant agrees to pay to Landlord a sum equal to any additional cost to Landlord in completing Landlord's Work resulting from such Tenant Delay, and the Abatement Period shall be reduced by one (1) day for each day of any such Tenant Delay. Such sums shall be paid by Tenant to Landlord, from time to time, within ten (10) business days of demand, whether or not the Commencement Date shall have occurred. The foregoing shall be in addition to any other rights or remedies of Landlord, available under the terms of this Lease, at law or in equity, on account of any such delay.

II. WORK BY TENANT'S CONTRACTORS - Landlord may (but shall not be obligated to) elect to permit Tenant and its contractors to enter the Premises prior to the Commencement Date in order that Tenant may perform (through its own contractors) such other work and decorations as Tenant may desire and as shall have been approved by Landlord (in its reasonable discretion). If Landlord shall so elect, then (i) Tenant shall only use such contractors as shall be reasonably approved by Landlord, and (ii) Landlord will permit entry of such contractors into the Premises for such purposes, prior to the Commencement Date and while Landlord's contractors are working in the Premises, but only at such time or times as Landlord shall deem feasible in the circumstances. This license to enter before the Commencement Date is, however, conditioned upon Tenant's workmen, mechanics and contractors working in harmony and not interfering with Landlord's contractors or contractors of any other Tenant. If at any time such entry or work by Tenant shall cause any disharmony or interference, this license may be withdrawn by Landlord. Worker's Compensation, public liability and property damage insurance, all in amounts and with companies and on forms reasonably satisfactory to Landlord, shall be provided and at all times maintained by Tenant's contractors engaged in the performance of Tenant's work, and before proceeding with the work, certificates of such insurance shall be furnished to Landlord. Such entry (and the performance of such work by or on behalf of Tenant) shall be deemed to be under all of the terms, covenants, provisions and conditions of this Lease, except as to the covenant to pay Base Rent or additional rent. All materials,

equipment, installations, decorations or other property of any nature brought upon or installed in the Premises by or on behalf of Tenant in connection with the foregoing shall be at Tenant's risk, and neither Landlord nor any party acting on Landlord's behalf shall be responsible for any damage thereto or loss or destruction thereof.

III. COMPLETION OF LANDLORD'S WORK - At any time after the Commencement Date and upon reasonable prior notice to Tenant, Landlord may enter the Premises to complete unfinished details of Landlord's Work, and entry by Landlord, its agents, servants, employees, or contractors for such purpose shall not constitute any actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business or otherwise. Landlord agrees to use reasonable diligence to complete such unfinished details without any obligation on Landlord's part to employ labor at overtime or other premium pay rates, and Landlord shall use commercially reasonable efforts to avoid interference with Tenant's business operations in the Premises.

RIDER 1 TO SCHEDULE B



NOTE:

- NEW WALLS TO BE PER BUILDING STANDARD SPECS
- ==== EXISTING WALLS TO REMAIN
- - - - - DEMOLISH WALLS AS REQUIRED

- ① BUILDING STD NEW CARPET IN THE OFFICES
- ② BUILDING STD NEW VGT FLOORING IN THE OPEN AREA INCLUDING THE GROUP RM
- ③ LOA WALL A PLEXIGLASS AND B BLDG WINDOWS
- ④ NEW ENTRANCE VESTIBULE A ADA RAMP

RIDER 2 TO SCHEDULE B

Landlord shall perform the following work to the Premises in accordance with (i) the layout shown on the floor plan attached to this Lease as Rider 1 to Schedule B, and (ii) the final construction drawings to be prepared by Landlord's Architects, 2510 Bedford Street Associates, which will contain the full and complete detailed plans and specifications for Landlord's Work and which shall be approved by both Landlord and Tenant (the "Approved Plans").

Demolition

- Selective demolition of interior walls as per layout plan.

Wall Type

Existing walls to remain as per layout plan. New walls as required by construction below:

- Demising and corridor walls: 2 ½" 20 gauge metal studs at 16" on center with one layer of 5/8" fire rated gypsum board on each side. Demising partitions shall extend from floor slab to underside of structure above.
- Interior partitions: 2 ½" 20 gauge metal studs at 16" on center with one layer of 5/8" gypsum board on each side. Metal studs shall extend from floor slab to underside of slab above. Gypsum board shall extend from floor slab to 6" above finish ceiling.
- New wall along entrance ramp to have ADA hand rail installed.
- Reception Area: Partition to be a low wall with plexiglass and three (3) sliding windows.
- 4" rubber wall base: Roppe or equal (provide cove at areas of VCT and straight at areas of carpeting). Color by Tenant.
- Existing window treatments to remain and repaired or replaced as needed.

Paint

- All walls to be painted on one (1) coat of primer, and two (2) finish coats of eggshell finish latex paint, Benjamin Moore Eco-Spec or equal. Color by Tenant.
- Painted wood surfaced and painted metal surfaces shall receive one coat of primer and two coats of semi-gloss latex paint, Benjamin Moore Eco-Spec or equal. Color by Tenant.

Ceiling

Existing ceiling grid and tiles to remain and repaired or replaced as needed

Floor Finishes

Existing flooring in Pantry and Bathrooms to remain, new flooring as per layout plan below.

- Open Area & Group Room: Armstrong "Excelon" Stonetex 12"x12"x1/8" VCT. Color by Tenant.
- Carpet in Offices & Reception: Mohawk Group – Bigelow Bending Earth II Collection or equal. Color by Tenant.

Doors:

Existing doors, frames, and hardware to remain as per layout plan. The door and hardware for new Office #5 is to be reused from removal of others if possible.

- Front Entrance: Standard entry/exit door on exterior front of building with a small ADA foyer and ramp (slope 1:12 but not steeper than 1:10) with handrail per code leading to reception/waiting area.

Mechanical, Electrical, Plumbing/ Fire Protection

- HVAC: Existing ductwork to remain and modified as required by areas of new construction.
- Emergency Lighting: Scheduled fixtures to be provided with emergency battery back-up (or circuited to building emergency generator).
- Horn Strobes: Shall be installed as required by the building code. Device color to be white.
- Light Switches: New Office & Reception Area – Light control occupancy sensor switch. Color shall be white. Public areas- Leviton white Decora series single pole switches.
- Duplex, Quad, and Tele/Data Outlets: Existing outlets to remain. Additional wall outlets in new Office & Reception Area to be specification grade Leviton 15 amp, 120 volt white Decora series mounted vertically, generally 18" above finished floor. Cover plate, wiring devices, wiring and cabling are to be provided by Tenant's vendor. One (1) new core drill as required.
- Sprinkler Heads: Existing sprinkler heads to remain and modified as needed.

Landlord's Work does not include:

- Security systems serving the Premises
- All AV, Telephone, & Data cabling, wiring and equipment
- All FF&E including but not limited to: office desks, work stations, chairs, filing cabinets, wall shelving, TV's, etc.

IN THE EVENT OF ANY CONFLICT BETWEEN THIS RIDER 2 AND THE APPROVED PLANS, THE APPROVED PLANS SHALL GOVERN AND CONTROL.

SCHEDULE OF SERVICES

As long as Tenant is not in default under this Lease, Landlord shall:

(a) furnish to the Premises heating, hot water, ventilating and air conditioning systems which will operate in accordance with Landlord's standards from 8:00 A.M. until 6:00 P.M., Monday through Friday and on Saturdays from 8:00 A.M. to 1:00 P.M, holidays excepted (hereinafter referred to as "Normal Business Hours"). At other times all systems will be inoperative or will operate at reduced capacity. If Tenant requires HVAC service in excess of that provided during Normal Business Hours, as set forth above, Tenant shall provide Landlord 48 hours advance notice and shall pay Landlord's prevailing standard charges for providing such additional service (currently \$75/hour);

(b) provide electricity for normal office usage; and

(c) provide hot and cold water for normal office use.

Tenant shall have access to the Premises through to the dedicated front entrance to Tenant's premises on a 24- hour-per-day, 7-day-per-week basis, subject to reasonable security restrictions and emergency conditions and subject to all applicable provisions of the Lease. Tenant shall be solely responsible for all security within the Premises.

SCHEDULE OF BUILDING RULES

1. Tenant, its customers, invitees, licensees and guests, shall not do or permit anything to be done in or about the Premises or the Building which in any way will obstruct or interfere with the rights of any other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or injure or intend to injure the reputation of the Building. Tenant shall not cause, maintain or permit any nuisance or commit or suffer the commission of any waste in, on, or about the Premises.

2. The sidewalks, terraces, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant, its customers, invitees, licensees or guests, or used by them for any purpose other than for ingress to and egress from the Premises. The terraces, halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interest of the Building or the Building's tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. Tenant, its customers, invitees, licensees, and guests shall not go upon the roof of the Building or enter into areas reserved for the exclusive use of Landlord, its employees or invitees.

3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the Building, or any part of the inside of the Premises which can be seen from outside the Premises, except on the hallway doors to the Premises and then only of color, size, style, character and material first approved by Landlord in writing, which approval will not be unreasonably withheld or delayed. Landlord reserves the right to remove, at Tenant's expense, all matter other than that above provided for without notice to Tenant.

4. Tenant will not place anything or allow to be placed near the glass of any door, partition or window which may be unsightly from the outside of the Premises.

5. Tenant shall not place any radio or television antenna on the roof or in any part of the inside or outside of the Building other than the inside of the Premises or operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises, or operate any refrigeration, heating or air-conditioning apparatus or install any machines creating any noise which can be heard outside the Premises or any vibration without the prior written consent of Landlord.

6. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities and shall not use the name of the Building for any purpose other than in the business address of Tenant, and shall not use any picture or likeness of the Building in any circulars, notice, advertisements or correspondence without the prior express written consent of Landlord.

7. No person or contractor not employed by Landlord shall be used to perform janitorial work, window washing, cleaning decorating or repair on the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed.

8. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or service in or from the Premises unless ordinarily embraced within the purpose for which Tenant is to use the Premises as specified herein, without the prior written consent of Landlord.

9. Tenant shall not waste electricity, water or air-conditioning, and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning, and shall not adjust any controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed. Tenant shall not tie, wedge or otherwise fasten open any water faucet or outlet.

10. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors and other means of entry into the Premises closed and secured. All windows and corridor doors shall also be closed during times when the air-conditioning equipment in the Building is operating so as not to dissipate the effectiveness of the system or place an overload thereon.

11. Unless Landlord gives prior written consent, which consent will not be unreasonably withheld or delayed in each and every instance, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerator or heating device or air-conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein, or install or permit the installation of any vending machines or use any illumination other than electric light, or use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or any explosives or articles hazardous to person or property.

12. Tenant shall not in any way deface any part of the Premises or Building, outside or inside.

13. Before any furniture, equipment or similar articles are moved into or removed from the Premises or the Building, permission shall be obtained from the Building Manager. Landlord reserves the rights to exclude or reject from the building all solicitors, canvassers and peddlers, as well as other persons who conduct themselves in such a manner as, in the reasonable opinion of Landlord, may constitute an annoyance to any of the tenants of the Building or may interfere with Landlord's operation of the Building.

14. Landlord and its representatives shall have the right to enter the Premises to examine the same and for other reasonable purposes. Building Manager and building office personnel shall keep a pass key and be allowed admittance to the Premises to cover any emergency or required inspection that may arise.

15. Without Landlord's express written permission, Tenant will not attach or permit to be attached additional locks to any door, transom, or window, or change existing locks or the mechanism thereof, which permission will not be unreasonably withheld or delayed. Landlord will furnish Tenant with a reasonable number of keys for the doors of the Premises. Upon termination of the lease or of Tenant's possession, Tenant shall surrender all keys to the Premises and shall make known to Landlord the explanation of all combination locks on safes, cabinets and vaults.

16. Tenant will not bring or permit to be brought into the Building any animal, bird or pet, other than service animals.

17. No awnings or other projections over or around the windows or the entrances of the Premises shall be installed by Tenant.

18. The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of Tenants only and Landlord reserves the right to specify the manner in which Tenant is listed and to exclude any other names therefrom.

19. Tenant agrees that Landlord may amend, modify and delete present rules and regulations or add new and additional rules and regulations for the use and care of the Premises, the Building of which the Premises are a part and the common use areas. Tenant agrees to comply with all such rules and regulations upon notice from Landlord to Tenant or upon the posting of same in such place within the Building as Landlord may designate.

20. The Building is a non-smoking building and smoking is prohibited in the Building as well as all areas adjacent to the entrances thereto.

Item# *81-22 Consent Calendar

Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Areyto Apartments located at 665-679 Arctic Street.

Report
of
Joint Committee
On

CCD& Environment and Contracts

City Council Meeting Date: June 20, 2023

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

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

Date Signed: 6/29/23

RECEIVED
CITY CLERKS OFFICE
23 JUN 30 PM 2:42
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. *81-22 Consent Calendar

**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**"); and

WHEREAS, the Property is majority-owned by the nonprofit entity known as "CASA" or the Chemical Abuse Services Agency, Inc., (the "**Owner**"); and

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; and

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**"); and

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; and

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; and

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; and

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**; and



City of Bridgeport, Connecticut

Office of the City Clerk

Joint Committee on ECD and Environment and Contracts
Item No. *81-22 Consent Calendar

-2-

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**; and

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; and

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; and

WHEREAS, consistent with the purposes of the Statutes, and acting under the City's Affordable Housing 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; and

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.



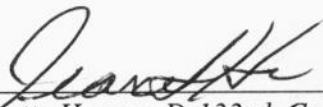
City of Bridgeport, Connecticut

Office of the City Clerk


Joint Committee on ECD and Environment and Contracts
Item No. *81-22 Consent Calendar

-3-

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



Jeanette Herron, D-133rd, Co-Chair



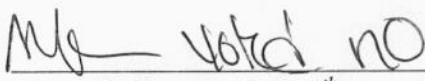
Matthew McCarthy, D-130th, Co-Chair

Maria I. Valle, D-137th, Co-Chair

Scott Burns, D-130th, Co-Chair

Jorge Cruz, Sr., D-131st

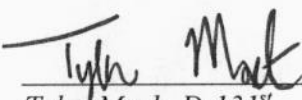
Rosalina Roman-Christy, D-135th




Maria H. Pereira, D-138th

Ernest Newton, II, D-139th

Michelle A. Lyons, D-134th



Tyler Mack, D-131st



Mary A. McBride-Lee, D-135th

Rolanda Smith, D-132nd

Frederick Hodges, D-136th

City Council Date: June 20, 2023

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, 2nd Floor
 Bridgeport, CT 06604

with a copy to City Attorney
 Office of the City Attorney
 Margaret E. Morton Government Center
 999 Broad Street, 2nd 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			

TOTAL	335,500
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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			

TOTAL	335,500
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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

Tax Year	Incentive Tax	Full Tax	Difference	% Full	% Abated
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%
Total	335,500	1,211,336	(875,836)	28%	72%

Areyto Actuals	
# units	20
A.Val '22	1,858,590
Full Tax	80,756
Tax/Unit	4,038

Item # *63-22 Consent Calendar

Grant Submission: re CT Department of Education -
2023-24 Summer Enrichment Grant Program
(#23681).



Report
of
Committee
on

Education & Social Services

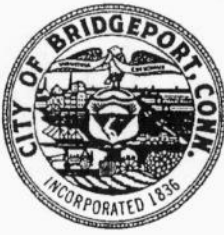
City Council Meeting Date: June 20, 2023

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

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

Date Signed: *6/29/23*

RECEIVED
CITY CLERKS OFFICE
23 JUN 30 PM 2:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Education and Social Services begs leave to report; and recommends for adoption the following resolution:

Item No. *63-22 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
CT Department of Education
2023-24 Summer Enrichment Grant Program
(#23681)**

WHEREAS, the **CT Department of Education** is authorized to extend financial assistance to municipalities in the form of grants; and

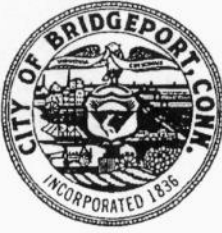
WHEREAS, this funding has been made possible through the **2023-24 Summer Enrichment Grant Program**; and

WHEREAS, this funding will be used to hire 30 additional summer Junior and Senior Counselors to support camp needs at 13 Lighthouse locations in the summers of 2023 and 2024; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Education 2023-24 Summer Enrichment Grant Program** to provide additional employment opportunities for local Bridgeport youth while also supporting the education and social needs of younger Lighthouse summer camp participants.

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 Education** for the purpose of its **Summer Enrichment Grant Program**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Education** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on Education and Social Services
Item No. *63-22 Consent Calendar

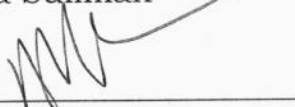
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES

Jorge Cruz, *Co-Chair*

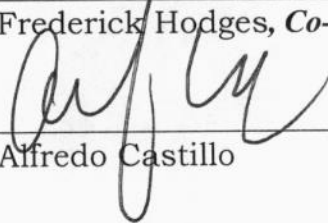


Samia Suliman



Maria H. Pereira

Frederick Hodges, *Co-Chair*



Alfredo Castillo

Michelle A. Lyons

Vacant

City Council Date: June 20, 2023

Item# **82-22**

Grant Submission: re CT Department of Economic and
Community Development - Community Investment
Fund 2030 Grant Program.

**Report
of
Committee
On**

CE&E Environment

City Council Meeting Date: June 20, 2023

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

Approved by: _____
Joseph A. Ganim, Mayor

Date Signed: _____

[Signature] *6/29/23*

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 82-22

**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.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. 82-22

-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 20, 2023

Item # 80-22

Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for Crescent Crossings IC Affordable Housing Redevelopment Project.

**Report
of
Joint Committee
On**

CEQA & Environment and Contracts

City Council Meeting Date: June 20, 2023

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

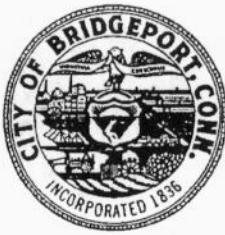
Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

6/29/23

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Joint Committees on Economic and Community Development and Environment and Contracts begs leave to report; and recommends for adoption the following resolution:

Item No. 80-22

Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement For The Crescent Crossings IC Affordable Housing Redevelopment Project

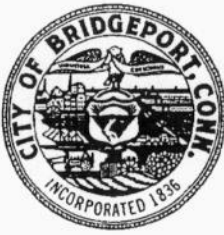
WHEREAS the JHM Group, acting through its affiliate entity, "Crescent Crossings IC LLC," (the "Developer"), pursuant to agreements with Park City Communities (fka, the Bridgeport Housing Authority), is the long-term lessee and Developer of the real property bounded by Church Street, Hallett Street, Crescent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

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**"); and

WHEREAS the Bridgeport Planning and Zoning Commission has approved the Project; and

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 JC - Real Estate Tax Payment Schedule," attached hereto as **Attachment B**; and

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 JC- Financial Model - Unit Mix, Income Mix, Rental Rates" attached hereto as **Attachment C**; and



City of Bridgeport, Connecticut

Office of the City Clerk

Joint Committee on ECD and Environment and Contracts

Item No. 80-22

-2-

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; and

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; and

WHEREAS over the course of the Agreement, the Project will produce approximately \$3.5MM in direct revenue to the City, including an estimated \$632,000 building permit fee paid at Project commencement; and

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; and

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; and

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; and



City of Bridgeport, Connecticut

Office of the City Clerk

Joint Committee on ECD and Environment and Contracts
Item No. 80-22

-3-

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; and

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; and

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; and

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; and

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 JC- Value of Tax Incentive Payments and Value of Taxes Abated," attached hereto as **Attachment D**; and

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; and



City of Bridgeport, Connecticut

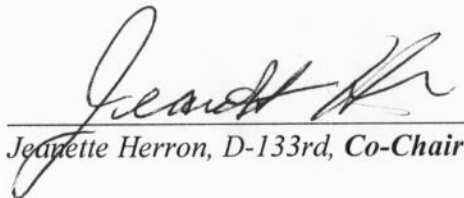
Office of the City Clerk

Joint Committee on ECD and Environment and Contracts
Item No. 80-22

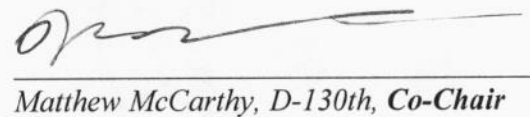
-4-

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.

**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-137th, Co-Chair

Scott Burns, D-130th, Co-Chair

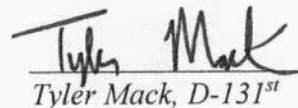
Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Ernest Newton, II, D-139th

Michelle A. Lyons, D-134th



Tyler Mack, D-131st



Mary A. McBride-Lee, D-135th

Rolanda Smith, D-132nd

Frederick Hodges, D-136th

City Council Date: June 20, 2023

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, 2nd Floor
 Bridgeport, CT 06604

with a copy to City Attorney
 Office of the City Attorney
 Margaret E. Morton Government Center
 999 Broad Street, 2nd 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.

(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, 1st 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>
<i>(Construction & Lease-Up)</i>				
07.01.2023	-	1	-	FY24
01.01.2024	-			
07.01.2024	-	2	-	FY25
01.01.2025	-			
<i>(Operations)</i>				
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			

TOTAL	3,161,815
--------------	------------------

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>
<i>(Construction & Lease-Up)</i>				
07.01.2023	-	1	-	FY24
01.01.2024	-			
07.01.2024	-	2	-	FY25
01.01.2025	-			
<i>(Operations)</i>				
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			

TOTAL	3,161,815
--------------	------------------

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%

Total	3,161,815	3,916,984	(755,168)	81%	19%
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Building Permit 632,882

Total w Permit	3,794,698			97%	3%
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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
Est Permit Fee	632,882



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

TERM EXPIRES

John Mariani, Jr., (D)
70 Leslie Road, Unit D
Bridgeport, CT 06606

December 31, 2026

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

City Council Date: June 5, 2023 (Tabled by Full Council)
ReSubmitted: June 20, 2023 (Tabled by Full Council)

Item # 69-22

Resolution for the donation of a Connecticut sourced Energy Storage Battery to the City at no cost from CT Innovations / Cadenza Innovations, Inc.



Report
of
Committee
on
Contracts

City Council Meeting Date: June 20, 2023
(Off The Floor)

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

Approved by: _____
Joseph P. Ganym, Mayor

Date Signed: _____
6/29/23

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 69-22

RESOLUTION

WHEREAS, CT Innovations/Cadenza Innovations, Inc. of Danbury, CT (“Cadenza” and “Donor”), an energy storage systems and solutions innovator, proposes to donate to the City of Bridgeport (“City” and “Bridgeport”), at no cost to the City, a Connecticut sourced energy storage battery (“donation”).

WHEREAS, this product is one which Bridgeport Labs has introduced to the community through its MESA Labs (energy security) program.

WHEREAS, this energy storage battery hardware and cloud management services technology will substantively benefit the City by providing: (1) power-back up, (2) affordable energy rates, (3) energy (cloud) management, (4) local technical support, and/or (5) carbon emissions reduction.

WHEREAS, this energy storage initiative will demonstrate to the City of Bridgeport, the State of Connecticut and other Connecticut municipalities these community benefits that are scalable for installation statewide at various sites, and have application for government, commercial / industrial and residential users.

WHEREAS, Bridgeport is both the State’s most populous municipality and an economically disadvantaged urban area, this donation evidences a concern for facilitating addressing and managing the energy challenges of underserved communities.

WHEREAS, this project will provide the City with energy efficiency and cost savings, as the Cadenza battery to be donated (with its cloud application) will enable the City to optimize expenditures by peak-shaving, reducing peak load and capturing energy arbitrage (*aka* night storage for daytime usage) while taking advantage of evening utility rates.

WHEREAS, Dr. Christina Lampe-Onnerud, CEO of Cadenza will serve as point of contact with the City for purposes of its receipt and acceptance of the donation, as she is in contact with CT Innovations and the State of Connecticut, both of which entities are supportive of, and promote, battery energy storage as a community solution for energy challenges faced by the City and its underserved population.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts

Item No. 69-22

-2-

NOW THEREFORE BE IT RESOLVED, that the City of Bridgeport, acting by and through its Mayor, is hereby authorized and empowered to accept receipt of a Cadenza Innovations, Inc. energy storage battery to be donated by Cadenza at no cost to the City.

BE IT FURTHER RESOLVED, that by Mayor Ganim, in consultation with the Director of Public Facilities and other appropriate City officials and staff, will determine site selection for this project installation.

BE IT FURTHER RESOLVED, that Mayor Ganim and/or his designee(s) may execute such documentation as is reasonable for the implementation of the City's acceptance of this donated property.

****Approval Contingent upon submission of the State grant papers to the Council Members and having the Software reviewed by IT for compatibility.**

(Note: Contingency approved at the Special Contracts Committee Meeting held on June 20, 2023)




City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Contracts
Item No. 69-22

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

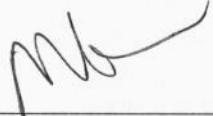
Jeanette Herron, D-133rd, Co-chair



Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th



Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: June 20, 2023 (Off The Floor)

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

CCD& Environment

City Council Meeting Date: June 5, 2023

Reconsidered: June 20, 2023

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

6/29/23

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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

Reconsidered: June 20, 2023

Application Number	Agency Name	PY 49 Request	PY49 Citizen's Union Approval	PY49 ECD&E Recommendations	PY49 Council Amended
	CDBG- Public Service				
1	COB Department of Aging- Department of Aging	\$48,720.00	\$0.00	\$0.00	\$0.00
2	Children in Placement, CT, Inc. - Guardian ad Litem	\$30,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	Klein Memorial Auditorium Foundation, Inc. - Klein Theater Arts	\$28,000.00	\$14,000.00	\$14,000.00	\$14,000.00
4	COB Department of Public Facilities - Mayors Conservation Corps.	\$60,000.00	\$35,000.00	\$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	\$15,000.00
6	The Hoops and Dreams Foundation Inc. - The Hoops and Dreams Foundation Inc.	\$15,000.00	\$0.00	\$0.00	\$0.00
7	Ortiz Boxing Gym Inc, LLC - Ortiz Boxing Inc	\$60,500.00	\$46,491.50	\$46,491.50	\$46,491.50
8	Unique & Unified New Era Youth Movement - Unique & Unified New Era Youth Movement				
9	The Center for Family Justice - Pro Bono Legal Center	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00
10	Liberation Programs, Inc. - Community Harm Reduction Services	\$90,300.00	\$0.00	\$0.00	\$0.00
12	McGivney Community Center - McGivney Community Center's After School Program	\$27,900.00	\$0.00	\$0.00	\$0.00
13	Downtown Cabaret Theater - Downtown Cabaret Theater	\$30,000.00	\$15,000.00	\$15,000.00	\$15,000.00
14	Life Through Fitness, Inc. - Citywide Youth Fitness Program	\$138,434.00	\$45,000.00	\$45,000.00	\$45,000.00
16	Cardinal Shehan Center - After School & Saturday Program	\$50,000.00	\$15,000.00	\$15,000.00	\$15,000.00
18	Connecticut Institute for Refugees and Immigrants - Bridgeport Immigration Legal Services	\$15,000.00	\$0.00	\$0.00	\$0.00
20	Bridgeport Pop Warner Football League - Bridgeport Pop Warner Football League	\$25,000.00	\$12,500.00	\$12,500.00	\$12,500.00
21	Bridgeport Youth Lacrosse, Inc. - Career Pathways Work Readiness Program	\$40,000.00	\$0.00	\$0.00	\$0.00
22	Bridgeport Youth Lacrosse, Inc. - Sports for Peace	\$100,000.00	\$0.00	\$0.00	\$0.00
23	Career Resources, Inc. - Hang Time Her Time	\$75,000.00	\$25,000.00	\$25,000.00	\$25,000.00
27	Make the Road States, Inc, DBA Make the Road CT	\$25,000.00	\$5,000.00	\$5,000.00	\$5,000.00
29	COBRA Rugby Inc. - COBRA (City of Bridgeport Rugby Alliance)	\$35,000.00	\$0.00	\$0.00	\$0.00
30	COBRA Rugby Inc. - COBRA (City of Bridgeport Rugby Alliance)	\$20,000.00	\$0.00	\$0.00	\$0.00
33	Boys Club and Girls Club of Bridgeport Inc. - Orcutt Boys Club and Girls Club - Child Care Center	\$23,500.00	\$0.00	\$0.00	\$0.00
34	Bridgeport Labs, Inc. - The Skill Up Bridgeport Project	\$35,000.00	\$0.00	\$0.00	\$0.00
35	Groundwork Bridgeport, Inc. - Tree Patrol	\$18,606.33	\$10,000.00	\$10,000.00	\$10,000.00
38	Boys Club and Girls Club of Bridgeport INC - Orcutt Boys and Girls Club - Youth Center	\$22,000.00	\$0.00	\$0.00	\$0.00
39	The Jewish Home for Elderly of Fairfield County, Inc. - Support the Adult Day at JSenior Services	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00
41	Applied Behavioral Rehabilitation Institute, Inc. - Madaras House Case Management Program	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00
43	LifeBridge Community Services - Behavioral Health Case Management	\$72,500.00	\$15,000.00	\$15,000.00	\$15,000.00
44	Hall Neighborhood House - HNH New Senior Center Tables	\$28,280.00	\$10,000.00	\$10,000.00	\$10,000.00
45	Hall Neighborhood House - Youth Program Furniture	\$149,603.50	\$25,000.00	\$25,000.00	\$25,000.00
	Bridgeport Neighborhood Trust, Inc., doing business as Building Neighborhoods Together - ERA Capacity Building Program	\$55,000.00	\$25,000.00	\$25,000.00	\$25,000.00

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 Madaras House Case Management Program

46	Full Circle Youth Empowerment Center – Journey to Greatness Summer Enrichment Program	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00
47	Bridgeport Caribe Youth Leaders, Inc. – “Building Today’s Youth...Tomorrow’s Leaders”	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00
51	CT Hope House Inc. – Community Hope	\$60,000.00	\$0.00	\$0.00	\$0.00
53	United Way of Coastal Fairfield County – PT Partner’s Youth Corps Project	\$33,133.20	\$0.00	\$0.00	\$0.00
54	The Color a Positive Thought Organization – The Color A Positive Thought Organization	\$42,000.00	\$37,500.00	\$37,500.00	\$37,500.00
55	Bernard Buddy Jordan Foundation – Brothers Table/Sister Circle	\$30,000.00	\$0.00	\$0.00	\$0.00
56	Bridgeport Caribe Youth Leaders, Inc. – Caribe Club – Parent Workshops	\$50,400.00	\$15,000.00	\$15,000.00	\$15,000.00
57	Holistic Recovery Solutions – HRS Inc.	\$15,000.00	\$0.00	\$0.00	\$0.00
58	Central Connecticut Coast YMCA – Alpha Community Services YMCA – Herman’s Haven Youth Center	\$150,000.00	\$0.00	\$0.00	\$0.00
62	The Village Initiative Project, Inc. – V.I.P. College Tours	\$100,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	Public Service Total Requests	\$878,854.00			
	Total Public Service Funds are capped at 15% of total CDBG Allocation	\$485,491.50	\$ 485,491.50	\$ 485,491.50	\$ 485,491.50
CDBG - Public Facilities					
15	Cardinal Shehan Center - Cardinal Shehan Center Facility Upgrade	\$325,064.00	\$325,064.00	\$194,814.00	\$189,814.00
17	Bridgeport Downtown Special Services District – Downtown Bridgeport Colorful Crew Beautification Expansion	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00
24	Connecticut Institute of Refugees and Immigrants – Clinton Avenue Roof Replacement	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
25	Community Garden of Joy – Community Garden of Joy Revitalization Operations	\$5,727.00	\$0.00	\$0.00	\$5,000.00
26	Community Garden of Joy – Fence to Secure Community Garden-ineligible	\$9,704.44	\$0.00	\$0.00	\$0.00
28	Boys Club and Girls Club of Bridgeport Inc. – Orcutt Boys and Girls Club – Facilities Improvement	\$494,224.00	\$144,043.50	\$144,043.50	\$124,043.50
31	Wakeman Memorial Association dba Wan Boys & Girls Club – Smilow- Burroughs Clubhouse Security System Upgrade	\$194,072.00	\$150,000.00	\$150,000.00	\$150,000.00
32	McGivney Community Center- McGivney Community Center Facility Upgrade	\$140,000.00	\$100,000.00	\$100,000.00	\$100,000.00
36	St. Mark’s Daycare Center – St. Mark’s Daycare Center	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
37	Make the Road States, Inc, DBA Make the Road CT – Updating the People’s Mansion	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
40	Recovery Network of Programs, Inc. – 392 Prospect Street Renovation	\$677,500.00	\$483,163.00	\$483,163.00	\$483,163.00
42	Recovery Network of Programs, Inc. - Tina Klem Serenity House	\$61,950.00	\$61,950.00	\$61,950.00	\$61,950.00
48	The Church of the Blessed Sacrament – Sidewalk Refurbish	\$150,000.00	\$0.00	\$0.00	\$0.00
49	Bridgeport Community Land Trust – Bridgeport Community Gardens-ineligible	\$30,000.00	\$0.00	\$0.00	\$0.00
50	Catholic Charities Fairfield County, Inc. – The Thomas Merton Family Center	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
52	Hall Neighborhood House – HNH Youth Wing Bathroom Renovation	\$260,500.00	\$130,250.00	\$260,500.00	\$260,500.00
59	Park City Compost Initiative – PCCI – Food Security through Gardens and Composting-ineligible	\$10,000.00	\$0.00	\$0.00	\$0.00
60	East Main Street Revitalization – The East Main Street Special District Project	\$300,000.00	\$0.00	\$0.00	\$0.00
61	Bridgeport Tabernacle SDA – Soup Kitchen Renovation CDBG	\$124,500.00	\$0.00	\$0.00	\$0.00
63	Bridgeport Community Land Trust – Bridgeport Community Gardens	\$28,000.00	\$0.00	\$0.00	\$20,000.00

	Public Facilities Total Requests							
	Public Facilities Funds Awarded		\$3,107,241.44		\$1,690,470.50		\$1,690,470.50	\$1,690,470.50
	CDBG - Housing							
11	Norwalk Town Union of The King's Daughters and Sons - Norwalk Town Union of The King's Daughters and Sons							
19	Bridgeport Lead Hazard Control - Bridgeport Lead Hazard Control CDBG Match		\$63,326.00		\$63,326.00		\$63,326.00	\$63,326.00
	City of Bridgeport: OPED/HCD Housing Delivery Cost		\$25,000.00		\$25,000.00		\$25,000.00	\$25,000.00
	City of Bridgeport: OPED/HCD Homeowner Rehab		\$175,000.00		\$175,000.00		\$175,000.00	\$175,000.00
	Housing Total Request		\$150,000.00		\$150,000.00		\$150,000.00	\$150,000.00
	Housing Funds Awarded		\$413,326.00		\$413,326.00		\$413,326.00	\$413,326.00
	CDBG Economic Development							
	Economic Development Total Requests							
	Total Economic Development Funds Awarded		\$0.00		\$0.00		\$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)							
	Section 108							
	CDBG - Planning/Administration							
	Administration							
	Total Admin Funds Awarded		\$647,322.00		\$647,322.00		\$647,322.00	\$647,322.00
	Total CDBG Funding Awarded		\$647,322.00		\$647,322.00		\$647,322.00	\$647,322.00
	Total CDBG ADMIN		\$2,589,288.00		\$2,589,288.00		\$2,589,288.00	\$2,589,288.00
	To Be Awarded		\$647,322.00		\$647,322.00		\$647,322.00	\$647,322.00
	Total CDBG Allocation		\$3,236,610.00		\$3,236,610.00		\$3,236,610.00	\$3,236,610.00
	HESG - Emergency Solutions Grant							
	Street Outreach				\$-		\$-	
	Emergency Shelter							
	Total Street Outreach Awarded							
	Central Connecticut Coast YMCA - South End Community Center All Weather Emergency Shelter							
	Central Connecticut Coast YMCA - Families in Transition		\$142,000.00		\$35,151.52		\$35,151.52	\$35,151.52
	Total Emergency Shelter Requested		\$70,000.00		\$50,198.12		\$50,198.12	\$50,198.12
	Total Emergency Shelter Awarded		\$212,000.00		\$85,349.64		\$85,349.64	\$85,349.64

	HIMIS				
The Housing Collective-HIMIS		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total HIMIS Awarded			\$25,000.00	\$25,000.00	\$25,000.00
Homeless Prevention					
The Housing Collective – Bridgeport Homeless Prevention Fund (B-HPF)		\$45,000.00	\$0.00	\$0.00	\$0.00
Alliance for Community Empowerment – Emergency Utility Assistance		\$50,000.00	\$25,198.12	\$25,198.12	\$25,198.12
Alliance for Community Empowerment – Emergency Rental Assistance		\$50,000.00	\$0.00	\$0.00	\$0.00
New Reach, Inc. – New Reach Stable Families Program		\$128,271.00	\$25,198.12	\$25,198.12	\$25,198.12
Department of Health and Social Services – Emergency Rental Assistance		\$100,000.00	\$57,204.25	\$57,204.25	\$57,204.25
Total Homeless Prevention Requests		\$373,271.00			
Total Homeless Prevention Awarded			\$107,600.49	\$107,600.49	\$107,600.49
Rapid Rehousing					
The Housing Collective – Bridgeport Rapid Re-Housing Program		\$70,000.00	\$50,198.12	\$50,198.12	\$50,198.12
Total Rapid Rehousing Requests		\$70,000.00	\$50,198.12	\$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	\$268,148.25
Administrative (7.5% a of allocation)		\$21,741.75	\$21,741.75	\$21,741.75	\$21,741.75
Total HESG Funding Allocation		\$292,682.00	\$289,890.00	\$289,890.00	\$289,890.00
HOPWA – Housing Opportunities for People With HIV/AIDS					
Inspirica, Inc. – McKinney House		\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Recovery Network of Programs, Inc. - 6		\$221,934.00	\$180,661.75	\$180,661.75	\$180,661.75
Apex Community Care, Inc. – Apex Community Care Housing Program		\$218,400.00	\$196,661.76	\$196,661.76	\$196,661.76
Chemical Abuse Services Agency, Inc.- CASA Noble House		\$241,139.00	\$212,848.10	\$212,848.10	\$212,848.10
Catholic Charities of Fairfield County - HOPWA		\$178,000.00	\$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	\$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	\$1,112,311.61
Administrative (3% of allocation)		\$34,401.39	\$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	\$1,146,713.00
HOME Program					
Administration (10% of allocation)		\$147,826.80	\$ 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	\$ 1,330,441.20
Total HOME Program Funding Allocation		\$1,478,268.00	\$ 1,478,268.00	\$ 1,478,268.00	\$ 1,478,268.00