

**AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, SEPTEMBER 18, 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: July 3, 2023

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 124-22** Communication from Mayor re: Nomination of Elizabeth Rivera-Rodriguez for the Appointment to the City's Director of Health Position, referred to Contracts Committee.
- 125-22** Communication from Public Facilities re: Proposed Site Access Agreement with The Connecticut Light and Power Company, d/b/a Eversource Energy for the Installation of New Poles and Power Lines on City and Park Properties, referred to Contracts Committee.
- 126-22** Communication from Public Facilities re: Proposed Tower Cell Site Lease Agreement with DISH Wireless, L.L.C. for the Installation of Antennas and other Equipment at Kennedy Stadium, referred to Contracts Committee.

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

- \*109-22** Public Safety and Transportation Committee Report re: Grant Submission: The Justice Education Center – Project Safe Neighborhoods (#24485).
- \*113-22** Public Safety and Transportation Committee Report re: Resolution regarding the 2023 "First" Round of City Sidewalk Repair Pilot Program.

**ROLL CALL VOTE ITEMS:**

- \*92-22** Public Safety and Transportation Committee Report re: Appointment of Sarah Lewis (D) to the Fire Commission.

**UNFINISHED BUSINESS:**

- \*112-22** Miscellaneous Matters Committee Report re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission.
- 56-22** Miscellaneous Matters Committee Report re: Appointment of John Mariani, Jr. (D) to the Planning and Zoning Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 18, 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

Governance/Process.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
MONDAY, SEPTEMBER 18, 2023  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604**

**CALL TO ORDER**

Council President Pro Tempore Newton called the public speaking portion of the meeting to order at 6:42 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

RECEIVED  
CITY CLERK'S OFFICE  
23 SEP 25 PM 2:17  
OFFICE CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called. Council President Nieves and Council Member Valle had excused absences.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 18, 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

Governance/Process.

I suggest that I do not need to identify the 'news' subject which has become the "talk of the town" since last Friday from social media video. And election processes in the City, ethical behavior on the part of employees and citizens as well as law enforcement are among matters brought to your attention. I have a

City of Bridgeport  
City Council  
Regular Meeting  
September 18, 2023

few questions to raise tonight. Perhaps if you cannot answer one or more, you will be kind enough to direct me to where the answers may be found.

The subject of a front-page column in the CT Post this morning and social media since last Friday were videos taken by cameras trained on the entrance area to our second City Hall, the Annex. I cannot account for the who, what, where, of the visual narrative circulating, but first I must ask if the folks in the picture are assumed to have keys to the Annex? And what normal City protocol has one or more of them in the hours of darkness before dawn doing City business? Was it business in which they are normally employed or outside political business? It does not look like something that falls under the heading of good governance. Camera technology has come a long way and taxpayers have spent dearly for it though spotlights on this subject have been dim or just plain dark. That leads me to ask how many cameras are currently trained on auto travel, people in school or around those sites, at other public buildings or City locations, programs and monitored in the City by the City? Which departments are responsible for and paying for the equipment and communication services annually? What is the total dollar amount spent? The Police Department has audio and video equipment in cars and on officers in addition to the fixed or mobile operations. Who else is watching if anyone? Are video feeds operating 24/7? Or on a different schedule?

It is likely that disclosure of specific locations is protected from general revelation, but for reasons of oversight, where is that responsibility held today?

It will take some time for legal investigations and other research to find the bulk of answers raised in public discussions. But trust and respect for elections by the voter population is critical in a democracy. Where will the Council seek a response to this increase in questions? Where do we go to find respected, unconflicted, folks who care about "justice for all"? I hope you can inform me. I do trust that time will tell.

**Ms. Denise Ellis**  
253 Carroll Avenue  
Bridgeport, CT

Ms. Ellis came forward and said that it was her third time in addressing the Council. She said that there were vehicles that were being left on their street with no tags, other vehicles that are being towed to the street for repairs by a mechanic that lives on the street. People have to walk half a block or more just to get home. People on the street can't have friends or family over because there is nowhere to park. She has contacted Zoning and a variety of other departments about this, but nothing has changed. She wants help with getting a designated handicapped space in front of her home for her elderly mother.

**Maria Pires**  
65 Lourmel Street  
Bridgeport, CT

Ms. Pires said that she was present to inform the Council Members that there is a Council Member in the 136th District that has his vehicles registered in Shelton in order to avoid the Bridgeport taxes. CT State law requires the vehicles be registered where the owner resides. That is \$2000 a year that the City is not receiving. The Council Member is breaking the law. Why are elected officials allowed to break the law. The Council President is aware of this but has done nothing. If the Council Members do not do anything, they can be voted out.

**Eve Parsons**  
506 Dewey Street  
Bridgeport, CT

City of Bridgeport

Ms. Parsons said that she was present to speak on behalf of the people of Bridgeport. Ms. Barton was raised to be honest and to speak the truth. Those who tell the truth will be set free. The video tells the truth. She asked how the Council Members can say they represent the people when they ignore this. The residents are here as winners and not losers. She told the Council Members to stand for the truth. (Ms. Parsons raised her voice and her words became inaudible) She concluded by saying that the truth should not go by the wayside.

**Minister Willie Medina**  
34 Court A, Apt. 64  
Bridgeport, CT

Council Members

Minister Medina came forward and said that he was calling on the City Council to stand up and speak the truth. He said that many of the Council Members were quiet and he asked where the truth was and where their God was. He said that each and every person in the Council could identify the person in the video, but they are saying that they don't know who it was. Joe's gotta go along with everyone tied to him. 999 Broad street belongs to the residents. (The audience began to shout.) Minister Medina concluded by saying he hoped God would bless and visit each Council Member.

**Shaenna Taylor**  
131 Madison Terrace  
Bridgeport, CT

Council Members

She Said that everyone was aware of the video and they were being careful not to say who was involved. She said she had been hearing many comments and people are feeling sad, lost and felt that there was no democracy. She said that she keeps hoping that change was going to come. The Council Members were not elected to be silenced. The residents are scared and hopeless. She said that she hopes that something gets done.

City of Bridgeport  
City Council  
Regular Meeting  
September 18, 2023

**ADJOURNMENT**

Council Member Newton closed the public session at 7:06 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, SEPTEMBER 18, 2023**

**7:00 PM**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Council President Pro Tempore Newton called the Regular Meeting of the City Council to order at 7:12 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

A quorum was present. Names shown in italics did not respond when the roll was called. Council President Nieves and Council Member Valle had excused absences.

**PRAYER**

Council President Pro Tempore Newton asked Minister Medina to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Council President Pro Tempore Newton asked City Clerk Martinez to lead those present in reciting the Pledge of Allegiance.

Council Member Herron asked for a point of personal privilege and was acknowledged. She then informed those present that former Council President Thomas McCarthy's father had recently passed away and requested a moment of silence for the family.

**MINUTES FOR APPROVAL:**

• **July 3, 2023**

**\*\* COUNCIL MEMBER MCBRIDE-LEE MOVED THE MINUTES OF THE JULY 3, 2023 MEETING.**

**\*\* COUNCIL MEMBER BOYD SECONDED.**

The following correction was noted:

Page 3, bottom of the page. Please change "Kelvin Ayid" to "Kelvin Ayala" and all references to "Mr. Ayid" to "Mr. Ayala"

**\*\* THE MOTION TO APPROVE THE MINUTES OF JULY 3, 2023 AS CORRECTED PASSED WITH TWELVE (12) IN FAVOR (BURNS, CRUZ, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, PEREIRA, SULIMAN AND NEWTON) AND THREE (3) ABSTENTIONS (MCCARTHY, MACK AND LYONS).**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**124-22 Communication from Mayor re: Nomination of Elizabeth Rivera-Rodriguez for the Appointment to the City's Director of Health Position, referred to Contracts Committee.**

**125-22 Communication from Public Facilities re: Proposed Site Access Agreement with The Connecticut Light and Power Company, d/b/a Eversource Energy for the Installation of New Poles and Power Lines on City and Park Properties, referred to Contracts Committee.**

**126-22 Communication from Public Facilities re: Proposed Tower Cell Site Lease Agreement with DISH Wireless, L.L.C. for the Installation of Antennas and other Equipment at Kennedy Stadium, referred to Contracts Committee.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO REFER THE FOLLOWING AGENDA ITEMS:**

**124-22 COMMUNICATION FROM MAYOR RE: NOMINATION OF ELIZABETH RIVERA-RODRIGUEZ FOR THE APPOINTMENT TO THE**



**CITY'S DIRECTOR OF HEALTH POSITION, REFERRED TO CONTRACTS COMMITTEE.**

**125-22 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED SITE ACCESS AGREEMENT WITH THE CONNECTICUT LIGHT AND POWER COMPANY, D/B/A EVERSOURCE ENERGY FOR THE INSTALLATION OF NEW POLES AND POWER LINES ON CITY AND PARK PROPERTIES, REFERRED TO CONTRACTS COMMITTEE.**

**126-22 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED TOWER CELL SITE LEASE AGREEMENT WITH DISH WIRELESS, L.L.C. FOR THE INSTALLATION OF ANTENNAS AND OTHER EQUIPMENT AT KENNEDY STADIUM, REFERRED TO CONTRACTS COMMITTEE.**

**\*\* COUNCIL MEMBER BOYD SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

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

**\*109-22 Public Safety and Transportation Committee Report re: Grant Submission: The Justice Education Center – Project Safe Neighborhoods (#24485).**

**\*113-22 Public Safety and Transportation Committee Report re: Resolution regarding the 2023 “First” Round of City Sidewalk Repair Pilot Program.**

Council President Pro Tempore Newton asked if there was anyone who wished to remove an item from the Consent Calendar.

Council Member Vizzo-Paniccia requested that Agenda Item 113-22 be removed from the Consent Calendar.

The City Clerk read the following item into the record:

**\*109-22 Public Safety and Transportation Committee Report re: Grant Submission: The Justice Education Center – Project Safe Neighborhoods (#24485).**

**\*\* COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 109-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: THE JUSTICE EDUCATION CENTER – PROJECT SAFE NEIGHBORHOODS (#24485).**

**\*\* COUNCIL MEMBER HERRON SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**113-22 Public Safety and Transportation Committee Report re: Resolution regarding the 2023 “First” Round of City Sidewalk Repair Pilot Program.**

**\*\* COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 113-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2023 "FIRST" ROUND OF CITY SIDEWALK REPAIR PILOT PROGRAM.**

**\*\* COUNCIL MEMBER BOYD SECONDED.**

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, PEREIRA, SULIMAN AND NEWTON) AND ONE (1) AGAINST (VIZZO-PANICCIA).**

*Council Member Smith left the meeting.*

**ROLL CALL VOTE ITEMS:**

**\*92-22 Public Safety and Transportation Committee Report re: Appointment of Sarah Lewis (D) to the Fire Commission.**

**\*\* COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 92-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF SARAH LEWIS (D) TO THE FIRE COMMISSION.**

**\*\* COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

Council Member Pereira said that the candidate was the treasurer for the 138th District Council Member for the campaign. She noted that this was the worst finance report she had seen in all her years. It was not on time or accurate.

Council Member McBride-Lee said that Council Member Pereira had gone into the home of a woman who was 90 years old with dementia for the absentee ballot. However, whenever there were accusations against Council Members they were not allowed to speak to defend themselves.

Council Member McCarthy said that he did not know the individual and pointed out there were only 14 Council Members present.

**\*\* COUNCIL MEMBER MCCARTHY MOVED TO TABLE AGENDA ITEM 92-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF SARAH LEWIS (D) TO THE FIRE COMMISSION.**

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

**\*\* THE MOTION TO TABLE PASSED WITH ELEVEN (11) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, AND PEREIRA) AND THREE (3) AGAINST AND (HODGES, SULIMAN AND NEWTON).**

Council President Pro Tempore Newton said that this was an example of why people do not want to serve on a Board or Commission.

Council President Pro Tempore Newton asked if there was anyone who wished to change their votes. Council Member Roman-Christy and Council Member Vizzo-Paniccia said that they would like to change their vote. Council President Pro Tempore Newton announced they would do the roll call again.

Council Member Pereira said that for a motion to reconsider would have to be made by someone on the prevailing side. She pointed out that Council President Pro Tempore Newton had announced the results.

**\*\* COUNCIL MEMBER ROMAN-CHRISTY MOVED TO RECONSIDER AGENDA ITEM 92-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF SARAH LEWIS (D) TO THE FIRE COMMISSION.**

**\*\* COUNCIL MEMBER MCCARTHY SECONDED.**

**\*\* THE MOTION TO RECONSIDER PASSED WITH TWELVE (12) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, SULIMAN AND NEWTON) AND TWO (2) AGAINST (BOYD AND PEREIRA).**

A roll call vote was required.

**\*\* COUNCIL MEMBER MCCARTHY MOVED TO APPROVE AGENDA ITEM 92-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF SARAH LEWIS (D) TO THE FIRE COMMISSION.**

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

**\*\* THE MOTION PASSED WITH TWELVE (12) IN FAVOR (BURNS, CRUZ, MACK, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, SULIMAN AND NEWTON) AND TWO (2) AGAINST (MCCARTHY AND PEREIRA).**

*Council Member McBride-Lee left the meeting at 7:45 p.m.*

**UNFINISHED BUSINESS:**

**\*112-22 Miscellaneous Matters Committee Report re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission.**

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

**\*\* COUNCIL MEMBER BOYD MOVED TO COMBINE AND TABLE THE FOLLOWING AGENDA ITEMS:**

**\*112-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF SOLEDAD NUNEZ (D) TO THE PLANNING AND ZONING COMMISSION.**

**56-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHN MARIANI, JR. (D) TO THE PLANNING AND ZONING COMMISSION.**

**\*\* COUNCIL MEMBER LYONS SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER BURNS MOVED TO SUSPEND THE RULES TO ADD AGENDA ITEM 120-22 GRANT SUBMISSION: RE CONNECTICUT STATE LIBRARY PUBLIC - LIBRARY CONSTRUCTION GRANTS LOWER EAST SIDE BRANCH (#24268) TO THE AGENDA.  
\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira asked if there was a time constraint. Council Member Burns said that the application has to be submitted to the State by September 30<sup>th</sup>. The next Council meeting is in October.

**\*\* THE MOTION TO SUSPEND THE RULES TO ADD AGENDA ITEM 120-22 GRANT SUBMISSION: RE CONNECTICUT STATE LIBRARY PUBLIC - LIBRARY CONSTRUCTION GRANTS LOWER EAST SIDE BRANCH (#24268) TO THE AGENDA PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER BURNS MOVED TO AMEND AGENDA ITEM 120-22 GRANT SUBMISSION: RE CONNECTICUT STATE LIBRARY PUBLIC - LIBRARY CONSTRUCTION GRANTS LOWER EAST SIDE BRANCH (#24268) TO THE AGENDA.  
\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Burns explained that the amendment has to do with the contract listing and he gave a brief overview of the adjustments on the paperwork.

*Council Member McCarthy left the meeting at 7:49 p.m.*

Council Member Pereira asked why the cost was over \$4 million. Council Member Burns reviewed the details of the financing with the Council Members.

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

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE POINT OF PERSONAL PRIVILEGE.**

This was granted by Council President Pro Tempore Newton.  
Council Member Vizzo-Paniccia the read the following statement into the record:

I asked to suspend the rules for a point of personal privilege.

I received a call from Rosa Correa, who I have known since the mid-1980's. She informed me that her and Eddie's Son, David A. Correa, was appointed as a Correspondent to the NY Latino Film Festival Family.

David is Bridgeport raised, has many family here and is a Host and entertainment correspondent as well as an Emmy nominated producer.

I, through the National League of Cities, am also associated with their LGBTQ Constituency Group and proudly support all, including David's accomplishments. Wishing him well.

The festival runs for September 15-24th, 2023 and tickets can be purchased: [nylatinofilmfestival.com](http://nylatinofilmfestival.com) .

Council Member Cruz said that he was glad to see the City Attorney present. He was disturbed to see the Mayor was advertising a project that would be completed in 2025. The Council Members should be notified of these projects in their Districts. The constituents need to know what is going on. He will fight against the project because the Council Members should have been informed. Private entities should not be exempt from informing the Council Members.

Council President Pro Tempore Newton pointed out that the developers only made an announcement. He noted that the developers were going to have to come back before the Council and various Commissions for approval.

### ADJOURNMENT

- \*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ADJOURN.**
- \*\* COUNCIL MEMBER CRUZ SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:57 p.m.  
Respectfully submitted,  
Telesco Secretarial Services



JOSEPH P. GANIM  
Mayor

OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

RECEIVED  
CITY CLERKS OFFICE

23 SEP 13 PM 3:22

ATTEST \_\_\_\_\_  
CITY CLERK

COMM. 124-22 Ref'd to Contracts Committee  
on 09/18/2023.

September 13, 2023

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

**Re: Mayor Ganim's Nomination of Mrs. Elizabeth Rivera-Rodriguez to the Position of  
Director of Health / For Referral to the Committee on Contracts**

Dear Honorable Council Members:

As you may be aware, pursuant to Connecticut General Statutes, § 19a-200(a) the local chief executive officer nominates a candidate for appointment to the position of Director of (Public) Health, which nomination is approved by the CT DPH Commissioner and confirmed or denied by the local legislative body.

**I am pleased to refer to you my nomination of Mrs. Elizabeth Rivera-Rodriguez for appointment to the City of Bridgeport's Health Director position for referral to the Committee on Contracts at the City Council's September 18, 2023, meeting.**

**ATTACHED** for your review are: (a) my September 10, 2023, nomination for letter/employment agreement for this appointment, (b) Mrs. Rivera-Rodriguez's professional resume, and (c) my notice letter to the Commissioner of the CT DPH. As you can see, Mrs. Rivera-Rodriguez has accepted this position in writing, subject to the Commissioner's approval and City Council confirmation of my nomination (per Conn. Gen. Stat. §19a-200).

As evidenced by her resume, Mrs. Rivera-Rodriguez has been serving as Chief Operations Officer for Optimus Health Care, Inc. since 2021, and prior thereto was Optimus' Chief Nursing Officer for three years. She holds a Master of Public Health specializing in community health education from Southern Connecticut State University. Mrs. Rivera-Rodriguez's appointment will ensure the City's continued capacity to provide top quality essential health care services to all residents of Bridgeport.

I am confident that the City Council will concur with my assessment that this nominee is eminently qualified for appointment as Director of Health and will confirm my appointment at its October 2, 2023, meeting. I have directed Chief of Staff Dan Shamas, along with staff from the City's Civil Service, City Attorney, and CAO offices to shepherd this nomination through the City Council confirmation process, and to provide you with any relevant requested follow up information or documentation.

**BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:**

## **EXECUTIVE SUMMARY**

**a. Submission Title**

Nomination of Director of (Public) Health / For Referral to the Committee on Contracts

**b. Submitting Entity**

Office of the Mayor

**c. Contact Person**

Mrs. Janene Hawkins, Chief Administrative Officer

Contact via phone: (203) 576-3964; text or email: [Janene.Hawkins@bridgeportct.gov](mailto:Janene.Hawkins@bridgeportct.gov)

**d. Deadline for Approval & Basis for Same**

Deadline – October 2, 2023

As you know, the City's Health Department is operating with an Acting Director of Health; and in view of the continuing threat from emerging COVID-19 variants, the retention of a Health Director appointed to a four-year statutory term will greatly assist in the City's Health Department in continuing to provide our constituents with the highest quality and range of essential public health care services.

The referral of this matter to the Committee on Contracts at the September 18, 2023, City Council meeting will enable that committee to conduct a special meeting and report the matter back for consideration by the full City Council at its Monday, October 2, 2023, meeting.

Representatives of the Mayor's Office, along with staff from the City's Civil Service, City Attorney, and CAO offices will present this nomination on behalf of my Administration. Mrs. Rivera-Rodriguez will participate in the committee's special meeting to introduce herself, to respond to questions concerning her professional training and experience, and to explain her strategic vision and plans for the Bridgeport Health Department. She will also be available for the full City Council meeting of October 2, 2023, should there be any further discussion.

**e. Matter Summary**

As you may be aware, pursuant to Connecticut General Statutes, § 19a-200(a) the local chief executive officer nominates a candidate for appointment to a four (4) year term in the position of Director of Public Health, which nomination is approved by the CT DPH Commissioner and confirmed or denied by the local legislative body.

Provided to the City Council with my referral letter for your review are: (a) Mrs. Rivera-Rodriguez's professional resume and (b) the Mayor's nomination for appointment letter / employment agreement, wherein Mrs. Rivera-Rodriguez accepted this appointment and the terms and conditions of her employment in writing, subject to City Council confirmation of the Mayor's nomination, and my correspondence to CT DPH Commissioner Manisha Juthani, MD.

The nominee is currently serving as the Chief Operations Officer for Optimus Health Care, Inc.; and as evidenced by her resume holds a Master of Public Health specializing in community health education from Southern Connecticut State University, which satisfies the statutorily mandated educational qualifications for appointment to this position.

**f. City Council Action Requested**

At the September 18, 2023, Meeting – Referral of this nomination to the Committee on Contracts.

At the October 2, 2023, Meeting (following a special meeting report from the Contracts Committee) - Confirmation of the Mayor's nomination of Mrs. Elizabeth Rivera-Rodriguez for the position of Director of (Public) Health for the City of Bridgeport, CT.

**g. Financial Impact Analysis**

The starting salary for this position is \$152,610 pursuant to Bridgeport Code of Ordinances, Sec. § 2.36.010 *Officers' Salaries*. The appointee will also receive health and other employee benefits consistent with those provided to other unclassified and unaffiliated City employees.

See the Appointment Letter / Employment Agreement from Mayor Ganim and conditionally accepted by Mrs. Rivera-Rodriguez, subject to CT DPH Commissioner approval and City Council confirmation of the nomination.

While there is no direct positive financial impact to the City from this appointment, it is reasonable to presume that having a fully professionally staffed Health Department will have a material indirect financial benefit to the City in terms of increased federal and state grant funding and improved operational efficiencies.



**h. Funding Budget-Line**

The salary for the Health Director position is paid from the Salaries Line in the Department of Health's operating budget; the employee benefits are paid from the budget line appropriated for such purpose.

**i. Proposed Motion**

**“NOW THEREFORE BE IT RESOLVED** that the Mayor's nomination of Mrs. Elizabeth Rivera-Rodriguez to a four (4) year statutory term commencing upon the administration of the Oath of Office (and until her successor is chosen and qualified) to the position of Director of (Public) Health for the City of Bridgeport, CT is hereby confirmed, and this appointment is so approved.

Thank you very much for your prompt attention to this priority matter.

Very truly yours,



Joseph P. D'Anim, Mayor

Cc: Manisha Juthani, MD, Comm. of CT DPH  
Elizabeth Rivera-Rodriguez, Nominee for BPT Dir. of Public Health  
Lydia Martinez, City Clerk  
Frances Ortiz, Asst. City Clerk  
Daniel Shamas, Chief of Staff  
Janene Hawkins, CAO  
Eric Amado, Civil Service Personnel Dir.  
Eroll V. Skyers, Labor Relations Dir.  
Mark T. Anastasi, City Attorney



JOSEPH P. GANIM  
Mayor

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

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ATTEST \_\_\_\_\_  
CITY CLERK

September 13, 2023

Mrs. Elizabeth Rivera-Rodriguez  
108 Wilson Road  
Easton, CT 06612

**Re: Nomination for Appointment to the Position of Health Director for the  
City of Bridgeport, CT / Health Director Employment Agreement**

Dear Mrs. Rivera-Rodriguez:

Pursuant to Connecticut General Statutes Sec.19a-200(a) and my authority as Mayor under Bridgeport Charter, Chapter 20, § 6, on behalf of the City of Bridgeport and with great pleasure, I hereby officially nominate you for appointment to the position of Director of (Public) Health for the City of Bridgeport, CT.

As you are aware, pursuant to Connecticut General Statutes Sec.19a-200(a) your appointment to the position of Director of Public Health is expressly subject to and conditioned upon: (a) approval of the CT DPH Commissioner, and (b) confirmation by the City's legislative body, the Bridgeport City Council. Kindly be advised I am referring your nomination to CT DPH Commissioner for approval and submitting it to the Bridgeport City Council at the September 18, 2023, City Council meeting for that legislative body to consider and vote to confirm or reject. Presuming the Council refers your nomination to the Committee on Contracts, final legislative body confirmation of your appointment should occur at the full City Council's meeting of October 2, 2023.

Following City Council confirmation and successful completion of required physical examination, drug testing and background verification, your appointment will become effective upon your being administered the Oath of Office, which I expect to occur the week of October 2, 2023. This appointment is for a four (4) year term, commencing on the date you are sworn into office; and until a successor is nominated and confirmed.

The Health Director position is not affiliated with any collective bargaining unit; and in accordance with Bridgeport Code of Ordinances § 2.36.010 *Officers' Salaries* the initial annual salary for this position upon appointment is \$152,610.00, which will be paid to you on a weekly

basis. During the term of your appointment, you are entitled to all increases for cost of living as provided for in Ordinance § 2.36.010.

This is a full-time bona fide executive position; and therefore, you will be exempt from entitlement to any overtime pay and are not eligible for compensatory time either to be used for leave or to be accumulated and paid out upon your separation from City service.

As Health Director, you are subject to and shall abide by, all pertinent federal and state statutes and regulations, the City's Charter and Code of Ordinances, as well as all City and departmental official policies, procedures, rules and regulations.

Salary and benefits may be adjusted at the discretion of the Mayor; subject to budgetary authority and within the salary range established by BPT Code of Ordinances, sec. 2.36 *Officers Salaries*, and in accordance with all other applicable ordinances regarding unaffiliated employee salaries and benefits. As a full-time City employee, you are entitled to the standard employee benefits granted to the City's unaffiliated class. Included in this benefits package are:

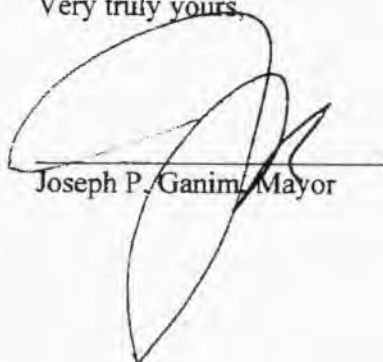
- vacation, sick, personal, holiday and bereavement leave in accordance with those provided to the City's unaffiliated employees.
- health benefits insurance coverage and a term life insurance policy in accordance with those provided to other unaffiliated employees of the City and their spouses and dependents, and short-term disability insurance in accordance with the City's Policy on *Unaffiliated Employee Sick Leave*.

Please be aware that your earnings from this position are not Social Security eligible and thus are not subject to such payroll deductions. For further information, you may visit the Social Security website at [www.socialsecurity.gov](http://www.socialsecurity.gov). The City participates in the Connecticut Municipal Employees Retirement Fund ("CMERS") Plan B, which requires both employer and employee contributions. In addition, you will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other City employees.

Should you agree to accept this position on these terms (and subject to City Council approval), please sign below and return a copy of this letter to Civil Service Personnel Director Eric Amado at the following address: City of Bridgeport, Civil Service Office, 45 Lyon Terrace, Room 106, Bridgeport, CT 06604.

I look forward to working with you in your new position to ensure the continued health and well-being of all the residents of Bridgeport.

Very truly yours,

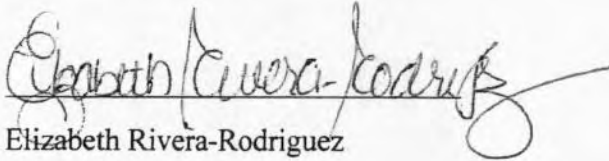


Joseph P. Ganim, Mayor

cc: Manisha Juthani, MD, Commissioner CT DPH  
Daniel Shamas, Chief of Staff  
Janene Hawkins, CAO  
Eric Amado, Acting Civil Service Personnel Dir.  
Eroll V. Skyers, Labor Relations Dir.  
Mark T. Anastasi, City Attorney

**ACCEPTED AND AGREE TO:**

**DATED: Sept. 13, 2023**

  
Elizabeth Rivera-Rodriguez

# ELIZABETH RIVERA-RODRIGUEZ

203-581-3422 | drlysa.rodriquez@gmail.com | CT | linkedin.com/dr-elizabeth-rodriquez-dnp-msn-mph-rn-7b312021

City of Bridgeport, Civil Service Commission  
45 Lyon Terrace, Room 106  
Bridgeport, CT 06604

July 22, 2023

Dear Civil Service Commission:

As a successful healthcare executive, I have over twenty years of senior leadership experience in healthcare organizations as the Chief Operations Officer, Chief Nursing Officer, and Acting Health Director. In today's healthcare environment, this mix of experience, in combination with other important traits I possess, may be of interest to you.

My career is highlighted by many accomplishments in a wide range of healthcare settings that include physician multi-specialty practices, public health, and academic. These experiences have provided me with the foundation for effectiveness in medical staff and employees around the mission, strategic vision, and values of the organization.

Key attributes I offer include:

- **Effective Leadership:** Demonstrated by achieving complex organizational goals and innovative approaches by listening, communicating, empowering, and building consensus around the execution of the business objectives.
- **Strategic Planning:** Successfully developed strategic planning by identifying and understanding the organization's challenges and opportunities, and then leveraging that knowledge to establish, communicate, and executive a strategic plan.
- **Integration and Acquisition:** Successfully implemented a Platform Transformation Project – EPIC electronic medical record for over 420 clinicians and staff to the organization.
- **Results Orientation:** Recognized as a highly motivated, values driven executive who has led the organization in achieving operating margins and improved quality metrics. As example of key results includes increasing front office revenue cycle collections by 10% in this otherwise challenging economy.
- **Relationship Skills:** Collaboratively working with clinicians and staff in building a culture of services and access, developing community partnerships, cultivating employee engagement, and building trust in the organization amongst the communities we serve.

My objective is to find a senior leadership position with an organization that is progressive and has a need for the expertise I possess. I would appreciate the opportunity to discuss my qualifications with you.

Thank you for your time and consideration

Sincerely,

Elizabeth Rivera-Rodriguez, DNP

Enclosure

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# ELIZABETH RIVERA-RODRIGUEZ

203-581-3422 | drlysa.rodriguez@gmail.com | CT | linkedin.com/dr-elizabeth-rodriguez-dnp-msn-mph-rn-7b312021

Highly experienced, self-motivated leader with over 20+ years of experience in the health care industry. A change agent committed to excellence in patient care. Offers a wealth of expertise in clinical operations, financial management, talent acquisition, project implementation, community relations, and grant administration. Areas of expertise include:

Public Health | Healthcare Administration | Community Health | Healthcare Disparities | Program Management  
Fiscal Management | Educator | Grant Administration | Project Management | Personnel Management  
Clinical Operations | Primary Care | Regulatory Compliance | Continuous Improvement | Academia

## EDUCATION

**WALDEN UNIVERSITY**, Minneapolis, MI  
Doctor of Nursing Practice. Major; Nursing

**UNIVERSITY OF PHOENIX**, Phoenix, AZ  
M.S.N., Major; Nursing Education

**SOUTHERN CONNECTICUT STATE UNIVERSITY**, New Haven, CT  
M.P.H., Major; Public Health specializing in Community Health Education

**COLLEGE OF NEW ROCHELLE**, New Rochelle, NY  
B.S.N., Major; Nursing

## PROFESSIONAL WORK EXPERIENCE

**OPTIMUS HEALTH CARE, INC.** Bridgeport, CT **2019-Present**  
Optimus Health Care is a Federally Qualified Health Center, whose mission is to serve as a patient-centered medical home for our communities to achieve and maintain a positive state of wellness, particularly for the uninsured and underserved.

### Chief Operations Officer, 2022-Present

Manage all operational functions including Information Technology, Practice operations, Nursing and Clinical support, and front-end revenue cycle. Portfolio revenue includes \$50 million. Responsible for the oversight, coordination, and administration of all daily operations.

- Increased front office revenue-cycle collections by 10%.
- Provide the leadership of and set the vision for the Operations, Nursing, IT, and Facilities department.
- Work collaboratively to develop and/or improve systems, processes, controls, and procedures that improve the overall efficiency of the organization.
- Lead high-performance management teams.
- Collaborate with the Clinical and Quality Departments to develop programs and processes to continuously improve and attain excellence in the quality of care provided, patient experience, staff satisfaction and ensure efficient clinical operations.
- Plan and monitor clinician productivity and operational performance to ensure financial and growth objectives are being met.

### Interim Chief Operations Officer, 2021-2022

- Implemented a Platform Transformation Project – EPIC organization wide
- Responsible for maintaining strategic partnerships with local and state agencies.
- Developed a playbook concept and template used in all departments to document, outline, and standardize workflows and processes.

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- Responsible for the leadership and management of the health center's 33 sites, including the school-based health centers, that provide medical, dental, and behavioral health services, and several specialties and enabling services.
- Collaborate with the Senior Leadership Team to continuously evaluate and improve staff satisfaction by establishing a customer-centric and positive culture.
- Attended the Medical Group Management Association Operations Management Certificate Program (Spring 2022).

**Chief Nursing Officer, 2018-2021**

Responsible for planning and managing patient care delivered by nurses and clinical support staff in clinical areas. Closely collaborates with the Chief Medical Officer and Senior Management to develop and ensure adherence to best practices to provide patient focused services and achieve quality patient outcomes.

- Directed COVID-19 operations which included testing and vaccination sites for the community including a mobile testing site. Generating over \$3 million dollars in revenue.
- Developed, implemented, and monitored ambulatory care nursing practices in accordance with regulations and delineated scope of practice and maintains clinic-specific nursing policies and procedures.
- Directed the redesign of the clinical support staff functions to ensure licensed and certified clinical support staff function to the full extent of their education, training and licensure or certification.
- Directed the development and implementation of a professional nursing ladder.

**University of Bridgeport, Bridgeport, CT**

**2018-2022**

**Assistant Professor**

Nursing faculty for the School of Nursing Traditional BSN and MSN programs.

- Design and deliver class instruction through the development of instructional projects and activities aimed at meeting course competencies
- Designed course in Maternal Child
- On-line educator/facilitator for the RN-BSN and MSN program
- Provided quality teaching using different pedagogic methods such as in-class activities, online discussion boards and team-based assignments.
- 

**Stamford Department of Health, Stamford, CT**

**2011-2018**

**Acting Director of Health/Public Health Emergency Response Coordinator,**

Supervised team of department leaders to ensure the efficient and equitable delivery of public health care services based on community needs and available resources.

- Engaged diverse stakeholders and mobilized cross-functional teams during periods of growth, challenges, and limited resources
- Directed all public health declared emergencies activities and response
- Delivered presentations to municipal officials, agency administrators, and community partners on public health issues

**Bridgeport Department of Health and Social Services, Bridgeport, CT**

**Program Manager for Emergency Preparedness**

**2006-2010**

- Responsible for implementation of public health programs and activities in accordance with Public Health Practice Standards and emergency response protocols
- Director of the Bridgeport Medical Reserve Corps
- Recruit, train, and supervise the Medical Reserve Corps volunteers to respond to local public health emergencies Assisted in development and implementation of emergency response plans for the identification and allocation of public health and other community response to protect and improve public health.
- Developed and conducted training, seminars, and exercises based on emergency response plans.
- Developed emergency policies and procedures.

- Responsible for monitoring the health surveillance within the communities, including any necessary response actions.
- Provided 24/7 on call emergency coverage which included evaluation and collection of events.

#### LANGUAGES

Bilingual: Spanish speaking, writing, and reading.

#### ASSOCIATIONS

American College of Healthcare Executives – Member

Sigma Theta Tau International - Honor Society of Nursing - Phi Nu Chapter – Treasurer

American Organization for Nursing Leadership – Member

Professional Black Nurse Alliance – Secretary

#### CERTIFICATIONS

Healthcare Compliance

Advanced Public Health Nursing, American Nurse Credentialing Center

National Health Care Disaster Professional, American Nurse Credentialing Center

Notary Public, Connecticut



To Whom It May Concern,

It is my absolute pleasure to recommend Elizabeth Rivera-Rodriguez for the Director of Health position for the City of Bridgeport.

I have worked with Elizabeth for over four years now and have come to know her as an asset to absolutely any team she works with or for. Elizabeth is honest, dependable, and incredibly hard-working. She is consistently available to help when it is needed and goes above and beyond to make sure every action and plan is done efficiently and thoroughly.

Elizabeth's knowledge in public health, emergency preparedness, training and education amongst other things is a huge advantage in the health care field. She has put all of her knowledge and skill set to work in order to guide our organization in achieving patient and staff safety, excellent patient care, and reaching organizational goals.

Along with her operational and clinical skill sets, Elizabeth has been an absolute joy to work with. She is the definition of a team player and always manages to foster positive discussions while bringing the best out of other employees.

I confidently recommend Elizabeth to join your team knowing she will be an excellent addition. Her knowledge and dedication as an employee will bring a positive culture to any team she works with.

Please feel free to contact me at the contact information below if you have any questions or would like me to expand further on my recommendation.

Sincerely,

Laura Schack, RN, BSN, MSN

Director of Clinical Learning & Development

(E) lauraschack@gmail.com

(C) (203) 605-7331

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**Aspetuck**  
Health District

To Whom It May Concern,

I highly recommend Dr. Elizabeth Rodriguez for any professional endeavor. I had the pleasure of working closely with her at the City of Stamford for ten years.

Dr. Rodriguez consistently impressed me with her exceptional work ethic, strong problem-solving skills, and dedication to excellence. She always met and exceeded targets, demonstrating an unparalleled commitment to delivering high-quality results.

Moreover, Dr. Rodriguez possesses excellent communication skills and is adept at collaborating with cross-functional teams. She thrives in dynamic environments and readily adapts to challenges, immediately impacting any project she is involved in. Dr. Rodriguez is a reliable team player and displays exceptional leadership qualities, consistently motivating and inspiring those around her.

Furthermore, she exhibits an insatiable thirst for learning, constantly seeking to enhance her skills and knowledge. Dr. Rodriguez skillfully combines creativity and innovation with a strong analytical mindset, resulting in innovative solutions and meaningful contributions to the City of Stamford's emergency preparedness success.

I wholeheartedly endorse Dr. Elizabeth Rodriguez for any professional role or opportunity. Her remarkable talents, exceptional work ethic, and unparalleled dedication make her an invaluable asset to any team. Please do not hesitate to reach out to me with any further inquiries.

Yours sincerely,

Pamela Scott  
Director of Finance and Human Resources  
Aspetuck Health District

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# RM Consultant LLC

Date: July 19, 2023

Ronald A. Miller  
EIN# 81-1332711  
RM Consultant LLC  
P.O. Box 147  
Stamford, CT 06904  
203-273-7712

Dear Sir/Madam:

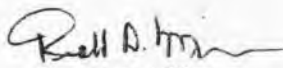
It is an absolute pleasure to write a letter of recommendation for Dr. Elizabeth Rodriguez. I have known Dr. Rodriguez for the past twelve years in my previous capacity as Director of Environmental Inspections Division for the Stamford Department of Health & Social Services and in my current capacity as an independent consultant.

I have worked closely with Dr. Rodriguez on numerous projects including drafting the Health Department's emergency shelter plan for the public schools and redrafting standard operating procedures for the environmental inspections staff to follow during declared emergencies, and participation in regional drill exercise trainings under her guidance. While employed in Stamford, Dr. Rodriguez was the Emergency Preparedness Response Coordinator and was responsible for ensuring all emergency planning for the Department of Health and Social Services. Dr. Rodriguez also had oversight of the medical reserve corps who are professional people that volunteer their time to assist the residents of Stamford during emergency situations. I also had the good fortune to work with Dr. Rodriguez during numerous emergencies including toxic chemical spills, various fires, high rise building emergencies, and of course, Hurricane Sandy and its aftermath of destruction.

Individuals like Dr. Rodriguez are truly rare. The remarkable combination of competence, creativity and dedication in conjunction with great intelligence, organizational skill and leadership is an unusual finding in any one individual.

Dr. Rodriguez is a pleasant and extremely intelligent team player and the consummate professional. She has an extensive and diverse knowledge base and has the ability to rapidly grasp the significance of a situation and find a way to enhance other's ability to respond. She will prove herself to be an invaluable asset to any organization that operates in a setting where filtering and digesting large amounts of information is necessary.

Sincerely,

  
Ronald A. Miller  
RM Consultant LLC

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# Southern Connecticut State University




In recognition of fulfillment of the prescribed course of study  
authorized by the Board of Trustees for the Connecticut State University System,  
and upon the recommendation of the faculty,  
we hereby confer upon

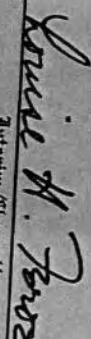
**Elizabeth Rivera-Rodriguez**

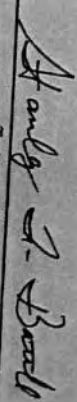
the Degree of  
**Master of Public Health**

with all the honors, rights, and privileges appertaining therunto.

In witness thereof, the undersigned have affixed and subscribed their names  
on this twenty-seventh day of May, two thousand eleven.

  
Vice Chairman of the Board of Trustees  
Connecticut State University System

  
Interim Chancellor  
Connecticut State University System

  
Interim President  
Southern Connecticut State University

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# UNIVERSITY OF PHOENIX

Upon the recommendation of the Faculty,  
University of Phoenix does hereby confer upon

*Elizabeth Rivera Rodriguez*

the degree of

*Master of Science in Nursing*

with all the rights, honors and privileges thereto appertaining.

In witness whereof, the seal of the University and the signatures are authorized  
by the Board of Directors, University of Phoenix, are hereto affixed,  
this thirty-first day of August, in the year two-thousand-fourteen.

*Merilee Lewis Engel*  
Chairman, Board of Trustees

*Shaw Stephens*  
Chairman Emeritus



*Timothy H. Hest*  
President

WALDEN UNIVERSITY

# Walden University

Having completed the studies and satisfied the requirements prescribed  
by the Board of Directors of Walden University,

*Elizabeth Rivera-Rodriguez*

is conferred the degree of

*Doctor of Nursing Practice*

and to all rights, privileges and honors pertaining thereto.

In Testimony Whereof, this diploma is conferred at Minneapolis, Minnesota,  
on this twelfth day of November, two thousand seventeen.

*Paula R. King*  
Chair of the Board of Directors



*Jonathan L. Korman*  
President

THE TRUSTEES OF THE  
**COLLEGE OF NEW ROCHELLE**

SEND GREETINGS TO EACH AND ALL TO WHOM THE PRESENT DOCUMENT MAY COME.

BE IT KNOWN THAT WE HAVE CONFERRED ON

**ELIZABETH RIVERA**

THE DEGREE OF

**BACHELOR OF SCIENCE IN NURSING**

WITH ALL THE RIGHTS, PRIVILEGES, AND HONORS USUALLY ACCORDED SUCH A  
DEGREE, FOR HAVING SUCCESSFULLY COMPLETED THE REQUIREMENTS OF THE

**SCHOOL OF NURSING**

IN FULL WITNESS THEREOF, WE HAVE ORDERED THIS DIPLOMA TO BE CERTIFIED  
BY THE SIGNATURES OF THE PRESIDENT OF THE COLLEGE AND OF THE DEAN OF  
THE SCHOOL AND ALSO BY OUR OFFICIAL SEAL.

GIVEN AT NEW ROCHELLE, NEW YORK, THIS THIRTY-FIRST DAY OF AUGUST  
IN THE YEAR OF OUR LORD, NINETEEN HUNDRED NINETY-ONE.

*Conrad Jones, B.N.*  
DEAN

*Brookly Ann Kelly, M.A.*  
PRESIDENT

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Department of Public Facilities  
999 Broad Street  
Bridgeport, CT 06604

August 14, 2023

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

Re: Eversource 1714 Line Project Affecting the following Parks and City of Bridgeport Properties:

- Fairchild-Wheeler Golf Course
- Veteran's Park
- Puglio Park
- Oxbrook Road (non-park property)

Dear Ms. Martinez:

The Connecticut Light and Power Company dba Eversource Energy ("Eversource") has requested permission to be granted non-exclusive access to various park properties governed by the Board of Parks Commissioners for purposes of gaining access to Eversource's various recorded utility easements on such park properties to install new poles and power lines. Eversource has also requested access to City of Bridgeport property on Oxbrook Road that the City of Bridgeport owns that is not within the jurisdiction of the Parks Commission (the park properties and the City property are collectively referred to as the "License Areas").

The Site Access Agreement is attached and shows the License Areas. Parks Department representatives, the City Engineer and the City Attorney's Office have met with and had numerous discussions with Eversource during the past year or so. A detailed site visit was also conducted to review the specific License Areas and the Eversource work contemplated in each area.

Of critical importance in these discussions was the potential for and actual disruption of various activities at the golf course. One (1) hole will be disrupted for several months and three (3) driving tees on the driving range will also be unusable. These disruptions will create a loss of revenue to the Parks Department. Ken Flatto was asked to analyze the disruptions and to estimate the lost revenue for the golf course and driving range operations. Ken's analysis led to the calculation of the Fee broken down into various components as listed on page 2 of the Site Access Agreement.

The term of the Site Access Agreement is for 2 5-month periods starting in late 2023 (the "Term"). Construction will take place in the first 5-month period and inspections,

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repairs and other activities will take place in the second 5-month period. All of such activities will be coordinated between Eversource and appropriate Parks employees and the City Engineer.

Eversource has agreed to restore all disturbed areas in a manner suitable to Parks Department representatives and the City Engineer. A deteriorated interior access road on the golf course will be restored to an improved condition at the expense of Eversource.

The Site Access Agreement grants the City rights and remedies, including insurance and indemnification related to this entry onto Parks Department and City property.

The Department of Public Facilities respectfully requests that this matter be placed on the City Council agenda. Attached is a proposed resolution.

Respectfully submitted,

A handwritten signature in black ink, consisting of the letters 'CN' inside a circle.

Craig Nadrizny,  
Director, Department of Public Facilities

## Resolution

WHEREAS, Connecticut Light and Power Company, dba Eversource Energy, has requested access over various properties controlled by the Board of Parks Commissioners as well as a City-owned parcel on Oxbrook Road in order to gain access to Eversource's various recorded easements to replace its poles and power lines;

WHEREAS, various Parks Department employees and the City Engineer have reviewed the areas where Eversource will conduct its activities, the equipment that will be used, and what restoration work will be required;

WHEREAS, the City's Finance Director has reviewed the disruption that will take place to one hole on the golf course and to 3 tees at the driving range in order to determine the fee to be charged to Eversource;

WHEREAS, the attached Site Access Agreement sets forth the access rights being granted to Eversource and the various protections being granted to the City in terms of obligations to restore, indemnification and insurance;

WHEREAS, the Eversource request has concurrently been presented to the Board of Parks Commissioners to approve the use of Parks property and the Site Access Agreement will not be executed unless and until the Board of Parks Commissioners approves the entry onto Park property; and

WHEREAS, the Site Access Agreement is believed to be in the best interests of the City of Bridgeport.

NOW, THEREFORE, it is hereby RESOLVED THAT:

The Site Access Agreement is hereby approved and the Mayor or the Director of Public Facilities are each authorized to execute the Site Access Agreement and to execute all other documents and take all other necessary action in connection therewith consistent with this resolution and in the best interests of the citizens of Bridgeport.

## SITE ACCESS AGREEMENT

SITE ACCESS AGREEMENT (this “**Agreement**”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Bridgeport**, a municipal corporation having an address of 45 Lyon Terrace, Bridgeport, CT 06604 (together with its elected and appointed officials, officers, department heads, employees, contractors, agents, successors and assigns (collectively, the “**City**” or the “**City Parties**”) and **The Connecticut Light and Power Company, dba Eversource Energy**, a corporation organized and existing under the laws of the State of Connecticut, with an address at 107 Selden Street, Berlin CT 06037 including its representatives, agents, employees, contractors, licensees and invitees, as applicable (“**Eversource**” or the “**Eversource Parties**”);

WHEREAS, City is the owner of certain land(s) with access road(s) thereon, known as Fairchild-Wheeler Memorial Golf Course, situated at 2390 Easton Turnpike, Fairfield, Connecticut, and other locations including 90 Acres or Veteran’s Park, Puglio Park and two (2) locations in the Oxbrook Road area (collectively, the “**Premises**”), and wishes to grant non-exclusive access to the Eversource Parties over those portions of the Premises identified on the site plans attached as **Exhibit A** (the “**License Areas**” and each, a “**License Area**”);

WHEREAS, Eversource holds easements as more particularly described in Volume 115, Page 215, in Volume 114, Page 218, in Volume 114, Page 584 of the Fairfield Land Records; and in Volume 515, Page 387, in Volume 512, Page 295, in Volume 522, Page 285 of the Bridgeport Land Records (collectively, the “**Easements**”); and any other rights-of-way or easements Eversource may hold, for a right-of-way for lines and facilities for the transmission of electricity in which it intends to perform all activities relating to the upgrading of its transmission lines and perform other facilities maintenance survey, inspections, and vegetation management and for no other purpose (the “**Permitted Activities**”);

WHEREAS, Eversource desires access to City’s Premises and specifically the License Areas for the purposes of passage to and from its Easements upon the existing roads on the Premises with vehicles, materials and equipment in connection with such Permitted Activities, and the City is willing to allow such access, subject to the terms and conditions of this Agreement, however, such rights of access and Permitted Activities do not include overnight vehicle parking of the Eversource Parties or the storage of materials or equipment anywhere on the Premises except within the Eversource Easements without the express prior written approval of the City, which the City may grant or deny in the exercise of its commercial business judgment;

WHEREAS, in consideration for the privileges granted herein, Eversource agrees to compensate the City for the right to access the License Areas during the Term (defined below) at a fee of **One Hundred Seventy-One Thousand** (\$171,000.00) Dollars for the Term (the “**Fee**”), which Fee shall be paid on the Commencement Date (defined below), subject to adjustment should the Term be lengthened or Eversource work be required after the expiration of the Term as more particularly described herein;

WHEREAS, the Fee is based upon the following considerations, including the right to access and use the Premises to enter the Easement Areas, disruption of City programs at the Golf Course, impact upon maintenance and inspection, safety of citizens and golfers during the conduct of the Permitted Activities, including:

For access and use of two (2) License Areas located at Oxbrook Road, \$5,000 for year 1 of the Term and \$1,000 for year 2 of the Term--**\$6,000**.

For access and use of the License Area located at Puglio Park, \$20,000 for year 1 of the Term and \$2,000 for year 2 of the Term--**\$22,000**.

For access and use of the License Area located at Veterans or 90 Acres Park, a payment of \$30,000 for year 1 of the Term and \$2,000 for year 2 of the Term--**\$32,000**.

For access and use of License Areas located at Fairchild Wheeler Golf Course, a payment of \$45,000 for year 1 of the Term and \$5,000 for the year 2 of the Term--**\$50,000**.

In addition, a payment to the City of \$61,000 for lost revenue that will occur from the five (5) - month winter closure of 9 holes on Red Course holes occasioned because of construction work done on a single hole and lost revenue for the driving range (documentation can be provided on request), as follows:

- Revenues derived for 18-hole play on 2 courses (Red and Black) between November – March 2022 approximately \$282,967 with approximately equal number of rounds per course. Red Course rounds were 65% of total for \$142,000 total revenue. Approximately \$97,000 was 18-hole play. Reducing 18-hole play to 9-hole play at same number of rounds means lost revenue of **\$48,500**.
- Driving range revenues for November – March 2022 average \$25,000 for 2021 and 2022 for approximate loss of revenue of **\$12,500**.

To the extent that any activities exceed the years or durations described, the City will incur additional costs, expenses and lost revenues and will reopen discussions with Eversource concerning those additional costs, if, for example, (a) the 5 month construction duration from November 2023 through March 2024 during the first year of the Term is exceeded, which shall entitle the City to collect an additional Ten Thousand (\$10,000.00) Dollars per month or partial month to offset additional lost revenues (excluding the Oxbrook Road location), or (b) if the restoration of any fairway does not stabilize such fairway to allow its safe use by golfers or use without damage thereto, to the City Representative's satisfaction, and stabilization continues beyond the expiration of the Term or any extension thereof.

Total of Fee payable to the City initially during the Term, subject to reopener if activities continue beyond the Term:

Oxbrook:	\$ 6,000
Puglio:	\$22,000
Veterans:	\$32,000
Fairchild:	\$50,000
Fairchild Lost Revenue	<u>\$61,000</u>

**\$171,000**

and

WHEREAS, for purposes of the administration of this Agreement, the City shall be represented by the City Engineer, Jon Urquidi, as its project manager or his designee in writing (the "**Project Manager**") and Eversource shall be represented by the project manager, Abigail Bowersox or her designee in writing (the "**Eversource Representative**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Eversource and the City agree as follows:

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

1. Subject to the terms and conditions contained in this Agreement, the Eversource Parties shall have the right to enter upon the existing public and internal access roads where they may exist on the Premises for the following purposes in connection with the Permitted Activities: To travel, pass and repass on, over and across the existing access roads with personnel, vehicles and equipment, all in connection with the Permitted Activities. The specific areas on the Premises to be used for the access are shown for each License Area on the attached Exhibit A. The vehicles and equipment used in connection with the Permitted Activities under this Agreement are set forth in paragraph 4(b)..
2. The initial term of this Agreement shall be for two (2) years with Eversource having the option to extend for an additional year, if necessary, without change in the Fee (collectively, the "**Term**") commencing on the date that a fully executed original of this Agreement is delivered to Eversource (the "**Commencement Date**") and terminating on a date that is up to a maximum of three (3) years subsequent thereto (the "**Expiration Date**"). The parties understand that the first year of the Term is for the purpose of construction activities and the second year of the Term is for inspection activities required by the Connecticut Siting Council only. The Term of this Agreement may be renewed upon mutual agreement of the parties for additional one (1) year periods effective on each anniversary of the Commencement Date (each a "**Renewal Term**") unless sooner terminated pursuant to Section 5 below. Eversource shall have the right to seek a renewal of the Term by giving written notice of its intent to do so no later than six (6) months prior to the Expiration Date then in effect and, upon receipt of the City's approval, which shall not be unreasonably withheld or delayed, the Term shall thereupon be renewed.
3. In consideration of the permission granted herein, Eversource agrees to be bound by and comply with the following terms and conditions:
  - (a) Eversource agrees, at its sole expense, to obtain and comply with all governmental permits, licenses and approvals necessary or required to conduct any of the Permitted Activities on the Premises.
  - (b) Eversource agrees to notify the City Project Manager in writing, by email at [Jon.Urquidi@bridgeportct.gov](mailto:Jon.Urquidi@bridgeportct.gov) (each a "**Notice of Entry**"), of its intention to enter onto the Premises, shall identify the Eversource Parties that shall be present on the Premises, and shall identify the duration of time that it will be conducting Permitted Activities through such Eversource Parties. The parties understand that the City permits access from 7 AM to 7 PM, Monday through Saturday to perform Permitted Activities.

Eversource with consult with City if work on Sunday is required and the City shall grant permission for reasonable cause shown.

- (c) Eversource, at its sole expense, through its contractor will prepare all License Areas on the Premises as necessary prior to commencing Permitted Activities, for example, laying ground protection, anti-tracking aprons, pedestrian safety ramps where necessary, and the like, and subsequent to the conduct of its Permitted Activities shall make repairs within a reasonable amount of time after the completion of the Permitted Activities including restoration activities required to be set forth in detail satisfactory to the City in a Notice of Entry. The provisions of this paragraph shall survive the Expiration Date or earlier termination of this Agreement.
- (d) The safety and security of any and all vehicles, materials and equipment of the Eversource Parties used on the Premises shall be at the sole risk of Eversource. City is not responsible for any loss or damage to the vehicles, materials and equipment of Eversource or any of the Eversource Parties.
- (e) Within a reasonable amount of time after the expiration of the time period set forth in a Notice of Entry, and within fifteen (15) days after the Expiration Date of this Agreement for Permitted Activities undertaken and/or completed during the last year of the Term, unless otherwise expressly agreed to in writing by City Project Manager, Eversource shall, at its sole expense, cause all vehicles, materials and equipment of the Eversource Parties to be removed from the Premises and shall restore all License Areas to substantially the same condition as they existed prior to Eversource's entry and access thereto. The provisions of this paragraph shall survive the Expiration Date or earlier termination of this Agreement.
- (f) Eversource agrees to hold harmless, indemnify and defend the City Parties from and against any and all claims, action, liabilities or responsibilities for any damage, loss, cost or expense, including personal injury or property damage, arising out of the use or exercise by the Eversource Parties of the rights and permissions granted under this Agreement, provided, however, that Eversource shall not be responsible or obligated for, absent its own negligence or willful misconduct, claims arising out of the sole cause of a City Party. The foregoing indemnification includes claims for damage or injury (including death) to persons or property caused by or arising out of the Eversource's use of the Premises, and further includes any reasonable costs incurred by City in defending any such claim, including, reasonable attorney's fees and costs. The provisions of this paragraph shall survive the Expiration Date or earlier termination of this Agreement.
- (g) Eversource shall provide evidence of insurance to the City no later than the Commencement Date, as follows:

Eversource shall be entitled to use its self-insurance program to satisfy any portion of the obligation for it to maintain liability insurance as set forth in this Section, provided

that Eversource submits to the City documentary evidence that such self-insurance program is in full force and effect at the same time that it provides its certificate of insurance from insurance carriers.

Eversource is also required to obtain the following insurance coverage and shall procure, present to the City, and maintain in effect through and including the Termination Date or the earlier termination of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15 or rating otherwise acceptable to the City.

**Commercial General Liability** (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Business Automobile** insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

**General requirements.** All policies shall include the following provisions:

Cancellation notice—Eversource shall endeavor to provide the City 30 days' prior written notice of cancellation or non-renewal to be given to the City at: Office of the City Engineer, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance reflecting all coverage required and delivered to the City prior to any entry onto the Premises or the commencement of work or other activity under this Agreement.

Additional insured—Eversource shall arrange with its insurance agents or brokers to include the City as an additional insured party on all policies of primary and excess insurance coverages **BY POLICY ENDORSEMENT**. Eversource shall submit to the City no later than the Commencement Date of this Agreement and periodically

thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate the City in the following form and manner:

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

Office of the City Engineer  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

4. This Agreement grants only a permissive, non-exclusive license to use real property and does not convey or transfer to the Eversource Parties any real property interest in the Premises. By the execution of this Agreement, Eversource claims no rights of possession to the Premises by virtue of this Agreement. This Agreement does not run with the land and recording of this Agreement or a notice of its existence shall constitute a breach of this Agreement. Eversource hereby acknowledges that access to the Premises for the Permitted Activities is by permission of City and that no interest in City's Property will be obtained by the Eversource Parties by way of adverse possession, easement by prescription or otherwise. This Agreement may not be assigned by Eversource without City's prior written consent, which consent may be withheld at City's sole discretion.

- (a) Scope of work to be performed in the Eversource Easements includes but is not specifically limited to the following Permitted Activities:
  - (i) Access road repairs or preparation and work-pad installations
  - (ii) Drilling and foundation installations
  - (iii) Removal of existing lattice towers
  - (iv) Installation of new monopole structures
  - (v) Pulling new conductor and OPGW
  - (vi) Removal of temporary construction matting
  - (vii) Restoration work as needed or required

The scope of work as described above does not amend, waive, release or restrict any rights granted under Eversource's Easements and rights described in the Easements described above.

- (b) Vehicles to be used as more specifically set forth on Exhibit B attached on the Premises and in connection with the Eversource Easements include, but are not specifically limited to:
  - (i) Excavators, Loaders, and Backhoes
  - (ii) Drill rigs
  - (iii) Cranes
  - (iv) Bucket Trucks
  - (v) Logging Trucks
  - (vi) Flatbed Trailers
  - (vii) Various small equipment including mini-excavators and pickup trucks



5. Either the City or Eversource may terminate this Agreement at any time during the Term or any Renewal Term, if any, by providing to the other party thirty (30) days prior written notice of its intent to so terminate. Unless the termination option pursuant to this section is exercised by either party, this Agreement shall remain in full force and effect through the Expiration Date or the then-current Renewal Term, at which time this Agreement shall terminate and be of no further force and effect except for those obligations specifically stated to survive the Expiration Date or earlier termination described herein.
6. All notices permitted or required to be made by the Licensee or the Licensor will be considered to be received upon (i) personal delivery, (ii) delivery to the recipient via a nationally recognized overnight courier service (e.g., UPS or Federal Express) provided a receipt confirming such delivery can be provided by the courier service or (iii) three (3) business days following mailing of a notice by certified U.S. mail, postage prepaid, return receipt requested to:

City:

City Engineer  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

with a copy to:

City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

Eversource:

The Connecticut Light and Power Company dba Eversource Energy  
Attn: Manager, T & D Rights & Survey Engineering  
107 Selden Street  
Berlin, CT 06037

With a copy to:

Eversource Energy  
Assistant General Counsel Operations  
107 Selden Street  
Berlin, CT 06037

7. This Agreement contains the entire and integrated understanding between the parties concerning the subject matter and may not be changed or supplemented except in writing signed by both parties, which requirement for a writing may not be changed orally.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and all disputes hereunder, if they cannot be resolved informally by the parties themselves, shall be resolved by a court having jurisdiction located in Fairfield County, Connecticut.
9. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing Party in such action shall be entitled to an award in the court's discretion for reasonable attorneys' fees and costs of suit.
10. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument. Signatures delivered by facsimile, "portable document format" (PDF) or other means of electronic transmission of signatures shall be deemed to have the same legal effect as original signatures.
11. This Agreement requires review by the Board of Parks Commissioners and approval by the Bridgeport City Council in order to be effective.

EXECUTED by the duly authorized undersigned representatives of the parties' the day and year first above written, which shall be the date executed by the City, with the effective date being the date that a fully-executed original is delivered to Eversource.

**City of Bridgeport**

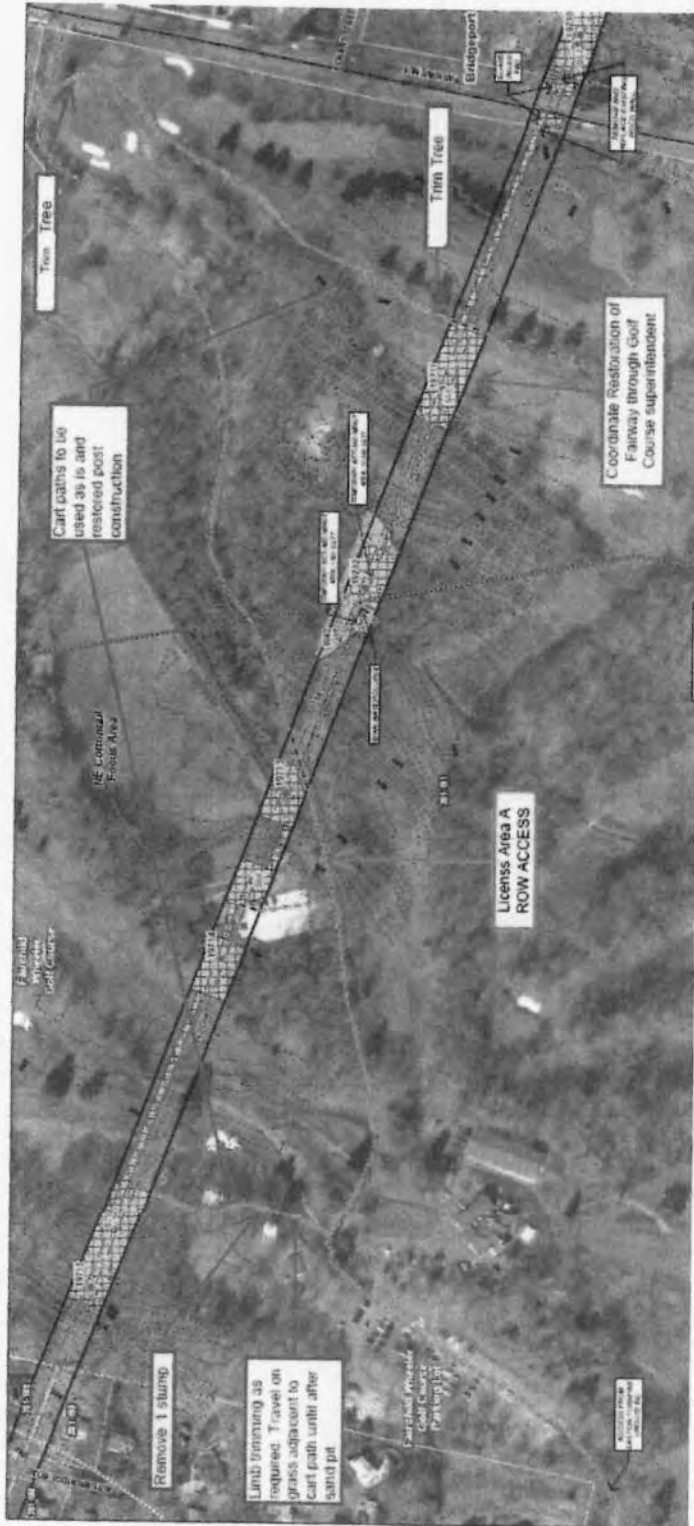
By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**The Connecticut Light and Power Company  
d/b/a Eversource Energy**

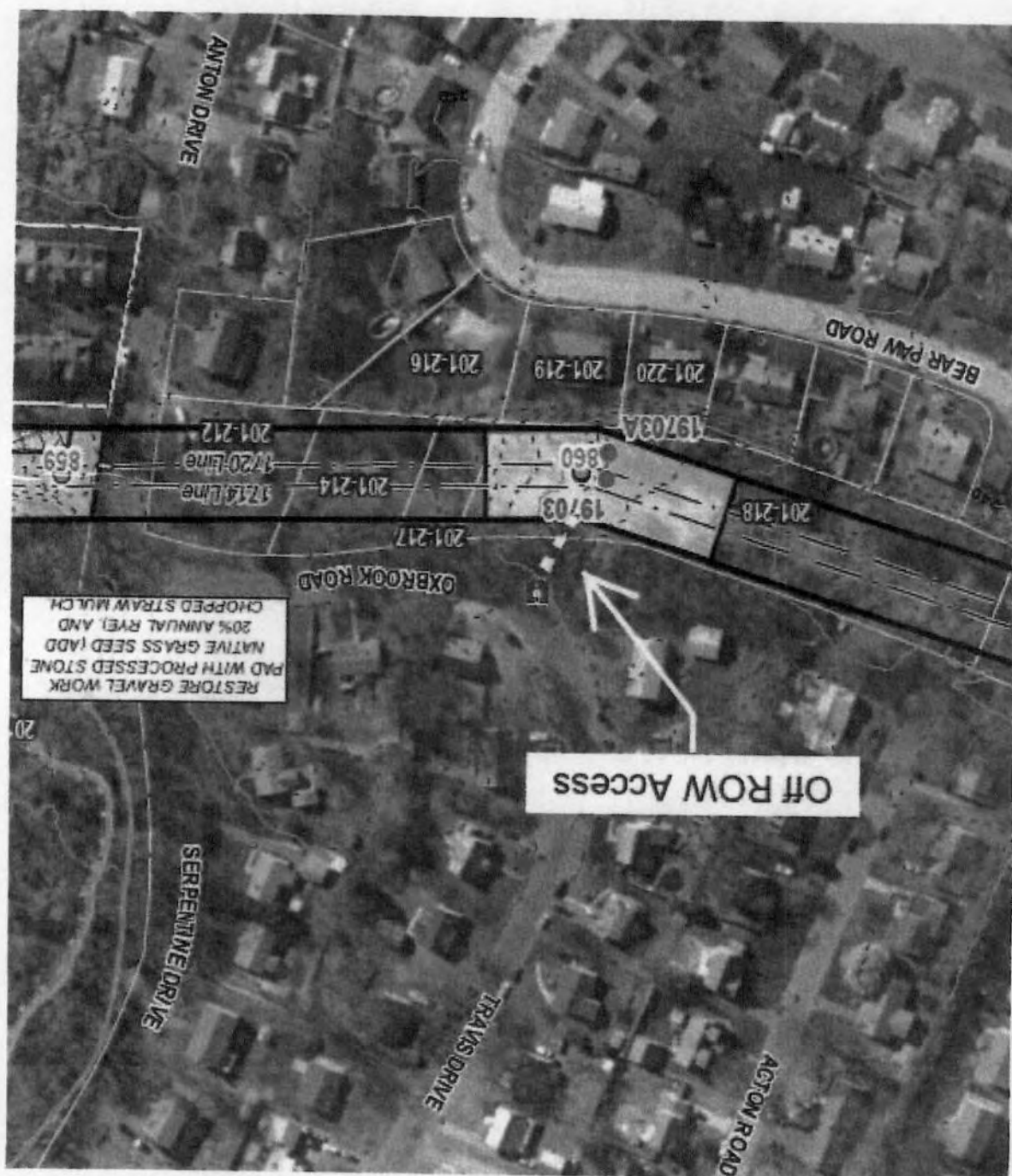
By: \_\_\_\_\_  
Name: Kimberly A. Bianchi  
Title: Supervisor, T&D Rights & Survey  
Duly Authorized



Site Plans For License Areas







Department of Public Facilities  
999 Broad Street  
Bridgeport, CT 06604

September 13, 2023

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

Re: DISH Network Request For Site Access Agreement to Install Antennas  
and Other Equipment at Kennedy Stadium.

Dear Ms. Martinez:

The DISH Network ("DISH") has requested permission to be granted non-exclusive access to a light tower at Kennedy Stadium, who use is governed by the Board of Parks Commissioners, for purposes of installing antennas and other supporting ground equipment on the terms and conditions set forth in the attached proposed Site Access Agreement (the "License Area").

The Site Access Agreement grants the City rights and remedies, including insurance and indemnification related to this entry onto Parks Department property.

The Department of Public Facilities respectfully requests that this matter be placed on the City Council agenda. Attached is a proposed resolution.

Respectfully submitted,

Craig Nadrizny,  
Director, Department of Public Facilities

RECEIVED  
CITY CLERKS OFFICE  
23 SEP 13 PM 4:25  
ATTORNEY  
CITY CLERK

## **Resolution**

WHEREAS, DISH Network has requested access over a portion of one light tower and a 10' x 15' area on the ground for equipment on property commonly referred to as Kennedy Stadium, whose use is controlled by the Board of Parks Commissioners;

WHEREAS, the attached Site Access Agreement sets forth the access rights being granted to DISH and the various protections being granted to the City in terms of obligations to remove its equipment on certain conditions, indemnification and insurance;

WHEREAS, the DISH request has concurrently been submitted to the Board of Parks Commissioners to approve the use of this Park property and the Site Access Agreement will not be executed unless and until the Board of Parks Commissioners approves the entry onto Park property; and

WHEREAS, the Site Access Agreement is believed to be in the best interests of the City of Bridgeport.

NOW, THEREFORE, it is hereby RESOLVED THAT:

The Site Access Agreement is hereby approved and the Mayor or the Director of Public Facilities is authorized to execute the Site Access Agreement and to execute all other documents and take all other necessary action in connection therewith consistent with this resolution and in the best interests of the citizens of Bridgeport.



## TOWER CELL SITE LEASE AGREEMENT

This Tower Cell Site Lease Agreement (the "**Agreement**") is made and effective as of \_\_\_\_\_ (the "**Effective Date**"), by and between the **City of Bridgeport**, a municipal body corporate and politic, having a place of business at 45 Lyon Terrace, Bridgeport, CT 06604 ("**Landlord**"), and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," and each a "**Party**").

### WITNESSETH:

#### 1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Cable Space**" means the additional leased ground space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Equipment Space, Tower Space and/or public right of way, with appropriate governmental permits, and to all necessary electrical, fiber and telephone utility sources located on the Property as described herein, with the Landlord's prior written approval of such location and at no cost to the Landlord.

"**Equipment Space**" means the leased ground space where cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located as described herein, with the Landlord's prior written approval of such location and at no cost to the Landlord.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the approved installation of Tenant's Equipment at the Premises.

"**Property**" means that certain parcel of real property commonly known as Kennedy Memorial Stadium upon which the Tower and Ground Space are located.

"**Tower**" means the structure located on the Property upon which Tenant's antennas, radios, and related communication equipment are mounted, which shall be found to be structurally sound by the Tenant's licensed structural engineer as set forth and described herein and shall be addressed to the Landlord, a copy of which is attached hereto, but does not include the Cable Space or the Equipment Space used for the placement of cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

“**Tower Space**” means that portion of the Tower approved for use by the Tenant for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios, cables/coax, nodes, and/or related equipment, which will be comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower.

## 2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord has the right to grant the rights set forth in this Agreement as they pertain to that certain portion of the Property located at 1 Lincoln Blvd., Bridgeport, CT 06606, as more particularly described in Exhibit A, attached to and incorporated herein. In consideration of the obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord: (i) a portion of Landlord’s Tower located on the Property for the installation of Tenant’s Equipment in the Tower Space; (ii) approximately 150 square feet of ground space (“**Ground Space**”) for Tenant’s use as Equipment Space; and (iii) additional space on the Property to be used as Cable Space. The Tower Space, Ground Space, Equipment Space and Cable Space are collectively referred to as the “**Demised Premises**” and are depicted on the drawings attached hereto and incorporated herein as Exhibit B. Tenant shall prepare an as-built drawing of the Demised Premises, including the Tower Space, Equipment Space, Ground Space, and Cable Space, and/or Easements (as defined below).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the first (1<sup>st</sup>) day of the month following the earlier to occur of (a) the commencement of Tenant’s Installation or (b) a date that occurs no later than nine (9) months after the Effective Date (the “**Commencement Date**”), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. Provided that Tenant is not in Default as defined herein, the Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each (each, a “**Renewal Term**”) unless Tenant elects, in Tenant’s sole and absolute discretion, not to renew the Agreement at the end of the then-current Term by giving Landlord written Notice at least ninety days (90) days prior to the end of the then-current Term. The Parties agree that each Party has vested rights hereunder and that this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.4 below). The Initial Term and any applicable Renewal Term(s) may be referred to collectively as the “**Term**”.

2.3 Rent. Beginning on the Commencement Date, and for each month thereafter during the Term, Tenant shall pay to Landlord rent for the Premises (“**Rent**”) in advance, without Notice, demand or set-off (except as otherwise set forth herein), in the amount of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00). All payments shall be made in advance for the full year or any partial year during the Term on or before the Commencement Date or the anniversary of the Commencement Date, as applicable, at such place as may be designated in writing from time to time by Landlord at least thirty (30) days in advance of the first affected payment, except that all payments due hereunder for any fractional calendar month or year shall be prorated based upon the number of days during said month or year that the payment obligation was in force (collectively, the “**Payment Terms**”). The first Rent payment shall be made within forty-five (45) business days of the Commencement Date. The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Section 2.3, Tenant’s obligation to pay Rent or any other amount due hereunder is contingent upon Tenant’s receipt of an IRS approved W-9 form setting forth the tax identification number of Landlord (or of the person or entity to whom Rent is to be made payable, if applicable). Any failure or delay in the Landlord providing a W-9 form shall not waive or excuse the Tenant’s obligation to pay Rent. Upon each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3.0%) of the then-current Rent compounded.

2.4 Contingencies. The Parties acknowledge and agree that Tenant’s ability to lawfully use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory structural analysis by a licensed structural engineer showing that the Tower is suitable for Tenant’s Permitted Use (“**Structural Analysis**”), which shall be attached to this Agreement as Exhibit C; and (b) all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the “**Governmental Approvals**”). Tenant will endeavor to apply for all Governmental Approvals

promptly following the Effective Date. Landlord hereby authorizes Tenant to file and submit for Governmental Approvals, at Tenant's sole cost and expense. Landlord shall: (x) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals at no cost to the Landlord; (y) promptly execute and deliver any and all documents necessary to obtain and maintain Government Approvals at no cost to the Landlord; and (z) take no action that would adversely affect Tenant's ability to obtain Governmental Approvals. Prior to the Commencement Date, if: (i) a Structural Analysis shows that the Tower is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the "**Contingencies**"), Tenant shall have the right to terminate this Agreement immediately upon Notice to Landlord and without penalty or further obligation to Landlord, its employees, officers, agents or lenders. If this Agreement is terminated in accordance with this Section 2.4, this Agreement shall be of no further force or effect (except as set forth to the contrary herein) except for those provisions that are specifically stated to survive termination. If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right to terminate this Agreement upon ninety (90) days' written Notice to Landlord upon the payment of any Rent for a fractional month or year that is due and owing at such time, and without penalty or further obligation to Landlord, its employees, officers, agents or lenders, provided, however, that the Rent shall continue until the Tenant removes its personal property from the Demised Premises and restores it to the condition in which it was found on the Effective Date. This paragraph shall survive termination ("**Removal Obligation**") (defined below).

### 3. Use, Access and Installation.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Demised Premises for the purpose of the installation, operation, and management of a telecommunications facility, including, without limitation, antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property (collectively, "**Tenant's Equipment**"), which shall include the right, subject to Section 3.3 below, to replace, repair, add, or otherwise modify Tenant's Equipment or any portion thereof and the frequencies over which Tenant's Equipment operates so long as such activities do not expand the scope, extent, number, size or intensity of the use without the Landlord's prior written consent ("**Tenant's Permitted Use**"). Promptly following Tenant's request, Landlord shall provide the most recent structural analysis (if any) in Landlord's possession to facilitate Tenant or its designee's production of a Structural Analysis. Landlord hereby grants permission to Tenant to install, maintain and operate on the Property the Tenant's Equipment set forth in Exhibit C, attached hereto and incorporated herein by reference.

3.2 Access. The Parties acknowledge and agree that, commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week, upon forty-eight (48) hours prior notice to Landlord (by email or telephone) and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant: (i) the right of ingress and egress to the Property and the Premises; (ii) access to the Property from all public streets within and bordering the Property; and (iii) access to the Property from any and all public right-of-way(s) adjacent to the Property and the Premises, subject to local ordinances involving street openings, if applicable.

3.3 Installation of Tenant's Equipment. Tenant's Initial Installation shall consist of nine (9) panel antennas, eighteen (18) RRU's, one (1) OVP box to be installed on the existing tower and one (1) equipment cabinet to be installed within the Ground Space as is fully detailed in Exhibit B ("**Initial Installation**"). Notwithstanding the foregoing, the Parties acknowledge and agree that Tenant may only install three (3) panel antennas, six (6) RRUs, one (1) OVP box and one (1) equipment cabinet during its initial construction period but that the Initial Installation shall include Tenant's full eEquipment entitlements as set forth herein. Following Tenant's Initial Installation, Tenant shall be permitted to: (i) modify or add additional frequencies or technologies; and (ii) replace, modify or add equipment within the Premises upon submission of a Structural Analysis stating that such activity shall not

cause a material adverse effect on the structural integrity of the Tower) and so long as such activities do not expand the scope, extent or intensity of the use without the Landlord's prior written consent; in either case without incurring any increase in the then-current Rent or other modification of the terms and conditions set forth in the Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's written consent and such modification or addition may be subject to an amendment to this Agreement.

3.4 Removal of Tenant's Equipment. The Tenant shall post for the Landlord's benefit a removal bond in the amount of Twenty-Five Thousand (\$25,000.00) Dollars to secure the removal of its equipment and personal property from the Property (the "**Removal Bond**") at the end of the Term. Within sixty (60) days after the expiration of the Term or the earlier termination of this Agreement, the Tenant shall remove all Tenant Equipment and restore the Tower or the Equipment Space, Cable Space and the remainder of the Demised Premises to its original condition, as of the Effective Date, reasonable wear and tear excepted (the "**Removal Obligation**"). If Tenant fails to comply with the Removal Obligation, which may result in the Landlord having to complete such obligation using the Removal Bond, Tenant will pay to Landlord, all actual costs incurred in connection with such removal, including attorneys' fees and court costs. Such amounts due shall be paid within sixty (60) days receipt of notice and supporting documentation.

#### 4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall be solely responsible for cost of installation, connection and usage of the electrical utilities used to power Tenant's Equipment. Tenant may, but is not obligated to, have its own utility meter installed in a mutually agreed upon location, and will request that Tenant's utility usage is billed directly to Tenant by the applicable utility company. The Landlord shall not be responsible for paying for electrical utility costs or billing the Tenant therefor. Landlord grants to Tenant and its utility providers non-exclusive easement(s) for utilities, including, without limitation, fiber optic cabling and electrical power as may be reasonably necessary for utilization of Tenant's Equipment at the Demised Premises with the prior written approval of the Landlord ("Easement"). The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, may utilize the Easements provided to the Tenant. If required by any such third party, Landlord shall agree to grant additional rights to third-party providers upon written request from Tenant and shall agree to execute a separate recordable document or other reasonable documentation evidencing such rights without the payment of additional consideration for such rights, and at no additional cost and expense to Landlord. The Parties acknowledge and agree that Tenant may wish to obtain real property rights or interests from third-parties and, if requested, Landlord shall promptly provide commercially reasonable assistance to Tenant with respect to obtaining such rights at no cost to the Landlord. Landlord also grants to Tenant: (a) the right to use any fiber installed at the Property to support Tenant's Installation, if available; and (b) the right to install such fiber services on, through, over and/or under the Property in available conduit. It is expressly acknowledged and agreed that independent third-party providers of utility services, including, but not limited to, fiber, may utilize the Easements and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation. In the event that the existing electric, gas, telephone, cable or fiber utility sources located on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities on, over and/or under the Property as is necessary for Tenant's Permitted Use, provided that the location of such utilities shall be mutually agreed upon by Landlord and Tenant prior to the commencement of installation thereof and shall be at no cost to the Landlord. The Easements are depicted on the drawings attached hereto and incorporated herein as Exhibit B.

4.2 Liens. Tenant shall not permit any lien from attaching to the Property or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within forty-five(45) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such forty-five (45) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the

aforementioned security with Landlord or fails to pay any lien claim as required, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claims and invoice Tenant for the same. Tenant shall reimburse Landlord within sixty (60) days receipt of an invoice and supporting documentation.

4.3 Real Estate Taxes. Landlord shall pay all taxes that accrue against the Property during the Term. The Tenant shall pay all Taxes that accrue against the Property and/or Tower during the Term which are directly attributable to Tenant's Equipment. "**Taxes**" means any present or future federal, state, county, municipal or local taxes, assessments, levies, benefit charges, and/or other governmental and/or private impositions (including business park charges and dues), levied, assessed and/or agreed to be imposed upon the Property and/or Tower, or upon the rent due and payable hereunder, whether or not now customary or within the contemplation of the Parties hereto and regardless of whether the same shall be extraordinary or ordinary, general or special, or similar or dissimilar to any of the foregoing, but shall not include any inheritance, estate, succession, income, profits or franchise tax. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority requires. Tenant shall be liable for all taxes levied or assessed against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

## 5. Interference and Structure Damage.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with the electronic equipment, operations of, or other telecommunications equipment installed at the Property as of the Effective Date. Following Tenant's Installation, Landlord agrees not to install and shall use reasonable efforts to avoid permitting others to install any structure or equipment on the Property which would block or otherwise interfere with any transmission or reception by Tenant's Equipment (whether such blockage or interference is in the form of an emission, radiation, induction, harmonic, a physical barrier or otherwise ("**Interference**"). If Interference continues for a period more than seventy-two (72) hours following a Party's receipt of notification thereof, the Landlord shall use commercially reasonable efforts to cause any interfering party to cease operating and/or relocate the source of Interference or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. Landlord represents, warrants and covenants that all future leases, subleases, or other agreements entered into by Landlord or any Affiliate of Landlord for the installation of equipment used for any service utilizing in whole or in part the transmission or reception of any radio frequency(ies) at the Property contain or will contain language prohibiting interference to any then pre-existing use of the Property. The Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 5.1, and therefore either Party shall have the right to seek equitable remedies, including, without limitation, injunctive relief and specific performance.

5.2 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Tower is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Tower cannot be restored, or rebuilt, or if Landlord refuses to restore or rebuild the Tower within thirty (30) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Tower as soon as possible under the circumstances, but in all cases within thirty (30) days following Landlord's discovery of such condition. If such restoration or repair will not be made by the Landlord or cannot reasonably be undertaken without moving Tenant's Equipment, then Tenant may remove Tenant's Equipment from the Tower, thereafter replacing Tenant's Equipment on the Tower as soon as reasonably possible. Tenant shall be entitled to deploy and use a mobile structure, with the express prior written consent of Landlord, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith and to an abatement of its Rent obligation (and/or a pro rata refund of prepaid Rent, as applicable) until such time that the affected facility is replaced or otherwise restored to a condition fit for

Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion)

## 6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Tower. Landlord represents and warrants that: (i) its operation of the Tower and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at its sole cost and expense, the Tower and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. Landlord shall not access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent (email being sufficient).

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant acknowledges and agrees that Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would violate its rights under this Agreement.

## 7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within sixty (60) days following the expiration or termination of the Term of this Agreement (including any period(s) of renewal or extension) (the "Equipment Removal Period") in each case in accordance with the terms of this Agreement, Tenant shall remove all of its personal property and surrender the Premises to Landlord in a condition similar to that which existed on the Commencement Date, normal wear and tear excepted, together with all additions, alterations and improvements thereto, provided, however, that Tenant shall have no obligation to remove any Tenant's Equipment or other objects that are below the surface of the Property (such as cables) but shall be responsible to remove any concrete or equivalent installation pad. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period, provided, however, that if Tenant fails to remove Tenant's Equipment during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until such time as Tenant removes Tenant's Equipment from the Premises in accordance with this Section 7.1. Nothing herein, however, shall prohibit Tenant from accessing the Premises of removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant shall repair any damage to the Premises caused by the removal of Tenant's Equipment.

7.2 Holding Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental equal to one hundred twenty-five percent (125%) of the monthly Rent applicable hereunder at the expiration of the Term for each full or partial month of such Hold Over.

## 8. Default, Remedies and Termination.

8.1 Default. If any one or more of the following events (each, an "**Event of Default**") occurs during the Term, then the non-defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available at law or in equity: (a) a Party's failure to make any payment required by this Agreement within thirty (30) days after such Party's receipt of written Notice from the other Party of such failure to pay; (b) failure by either Party to observe or perform any of the material covenants or other provisions of this

Agreement to which either Party is bound by this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-defaulting Party, provided, however, that if the event for which the Notice is given is of a nature that may not be reasonably cured within said thirty (30) day period, then such Party shall not be in default for so long as such Party commences to cure the failure within the thirty (30) day period and diligently pursues it to conclusion; and/or (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies and Termination. Upon the occurrence of any uncured Event of Default, the non-defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity. Further, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item on the Structure, Property or an adjacent property in violation of this Agreement, which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

*[Remainder of page intentionally left blank.]*

## **9. Limitation of Liability and Indemnification.**

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, elected and appointed officials, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible; or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement and/or; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances (as defined in Section 11) in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by Landlord or its officers, directors, elected and appointed officials, employees, agents, customers/invitees or contractors. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or

the acts or omissions of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, directors, elected and appointed officials, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances (as defined in Section 11) in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or its employees, agents, customers/invitees or contractors. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with such negotiations and litigation.

## 10. Insurance.

10.1 Landlord Obligations. Landlord is self-insured for liability and property damage and shall demonstrate the same by way of a letter from the City Attorney to be attached hereto.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$3,000,000 per occurrence and \$5,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured, shall name the Landlord in the following manner:

The City of Bridgeport, its officers, directors,  
elected and appointed officials, employees,  
agents and contractors, ATIMA  
45 Lyon Terrace  
Bridgeport, CT 06604

and shall provide originals of such certificates of insurance and policy endorsements to Craig Nadrizny, Director, Department of Public Facilities, City of Bridgeport, 999 Broad Street, Bridgeport, CT 06604.

10.3 Insurance Requirements. All policies required to be maintained by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property is located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried



by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

**11. Representations and Warranties.** Landlord represents, warrants and covenants that to the best of Landlord's knowledge and without any duty to investigate: (a) Landlord has good and sufficient title and interest to the Premises, whether by ownership, license, lease or otherwise and has the right to grant the rights set forth in this Agreement; (b) the Property and the Premises are in good repair; (c) in the event a third party other than Landlord owns or controls any rights to, or Landlord subleases any portion of the Property, Landlord has obtained all rights necessary to enter into this Agreement; and (f) Landlord has not and shall not cause, knowingly permit or, fail to remediate in accordance with Applicable Law (at Landlord's sole cost and expense) any hazardous substance (as such phrase is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. ("**Hazardous Substance**") to be placed, stored, treated, released, spilled, transported or disposed of on, under, at or from the Property in violation of any applicable environmental laws during the term of this Agreement. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

Tenant and Landlord each represent, warrant and covenant to the other Party that: (i) it is a duly constituted organization (corporation, limited partnership, limited liability company, partnership, non-profit corporation, etc.) in good standing in its State of organization and qualified to do business in the State in which the Premises is located to the extent required by Applicable Law; (ii) it has all rights, power and authority necessary to enter into and to execute and deliver this Agreement and to perform its obligations (and in the case of Landlord grant any rights) hereunder; (iii) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby or thereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it or any of its Affiliates are subject; and (iv) the transaction contemplated by this Agreement does not require the consent of any other party, will not result in a breach of or default under any third party agreement, and will not otherwise cause any such third party agreement to cease to be legal, valid, binding, enforceable and in full force and effect.

## 12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; and/or (iii) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment or transfer shall not be considered an assignment under this Section 12.1 requiring consent and Landlord shall have no right to delay, alter or impede such assignment or transfer. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Tenant as a result of a merger, consolidation or reorganization; nor (b) the sale of all or substantially all of the assets of Tenant shall be considered an assignment under this Section 12.1 requiring Landlord's consent, and Landlord shall have no right to delay, alter or impede any of the foregoing transactions.

12.2 Rights Upon Sale of Premises or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. In the event that Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. At Landlord's option, this Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation), cure or correct such default and, upon doing so, Tenant: (a) shall be subrogated to any and all rights, titles, liens, and/or equities of the holders of such Mortgage; and (b) may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right, but not the obligation, to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of said date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease in accordance with Connecticut statutes that Tenant may record, at Tenant's sole cost and expense, with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of either the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the

extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. Landlord and Tenant acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12.9 Person; Gender; Number; Section Headings. As used in this Agreement, the word "person" means and includes, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.10 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.11 Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise.

12.12 Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and must be sent by facsimile transmission (solely in the case of notices or requests sent to Tenant), by email (solely in the case of notices or requests sent to Landlord), or by first-class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such party at the address(es), email address(es) or fax number(s) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission), the sending of such Notice with confirmation of receipt of the complete transmission (in the case of facsimile transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by overnight courier service) will constitute the giving thereof.

**If to be given to Landlord:**  
Department of Public Facilities  
Attn: Director

*If by overnight courier service:*

**If to be given to Tenant:**  
DISH Wireless L.L.C.  
Attn: Lease Administration/NJER02053C

*If by overnight courier service:*

Director, Department of Public Facilities  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

5701 South Santa Fe Dr.  
Littleton, Colorado 80120

*With a copy to:*  
City Attorney  
Office of the City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

*If by first-class certified mail:*  
Same as to overnight courier service

*If by email:*  
Director of Public Facilities:  
Email address:  
[craig.nadrizny@bridgeportct.gov](mailto:craig.nadrizny@bridgeportct.gov)  
Phone number: 203-576-7130

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. This paragraph may not be modified orally. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

12.18 Resolution of Disputes. All disputes that cannot be resolved by mutual agreement between the Parties shall be resolved by a court having jurisdiction located in Fairfield County, Connecticut.

12.19 Necessary Approvals; Effectiveness. The use of the Property, which is park land, shall be approved by the Bridgeport Board of Parks Commissioners and this Agreement shall be approved by the Bridgeport City Council. This Lease shall be effective upon the date that a fully-executed and complete original of this Lease is delivered to the Tenant.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LANDLORD:**

**CITY OF BRIDGEPORT**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

**DISH WIRELESS L.L.C.**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]



EXHIBIT C

TENANT'S EQUIPMENT

[To be inserted prior to execution]



9701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



1400 WEST 137TH STREET  
ROCKAWAY, NY 11864

**NOT TO BE USED  
FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS A LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

DRAWN BY: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

ZONING: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

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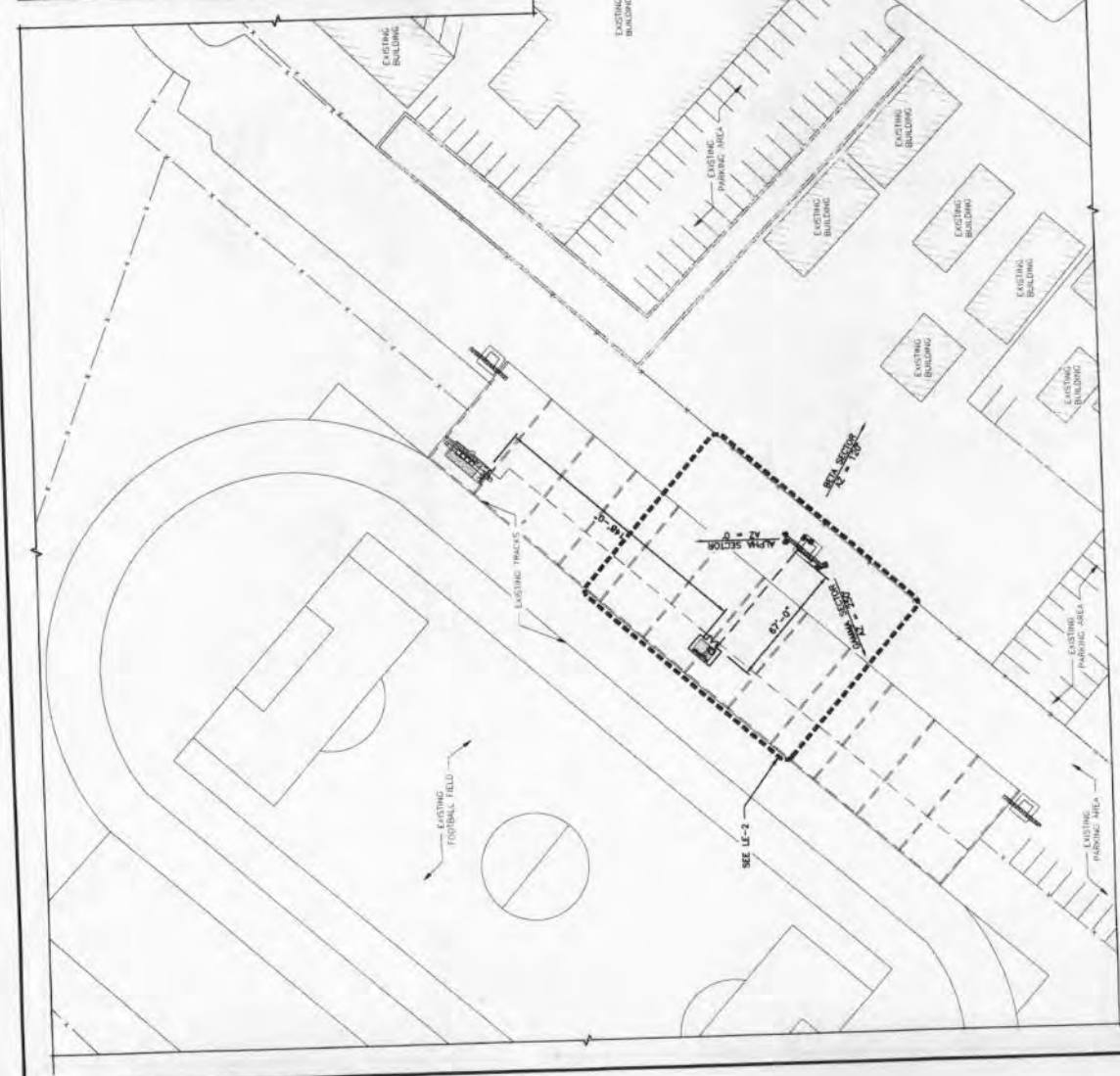
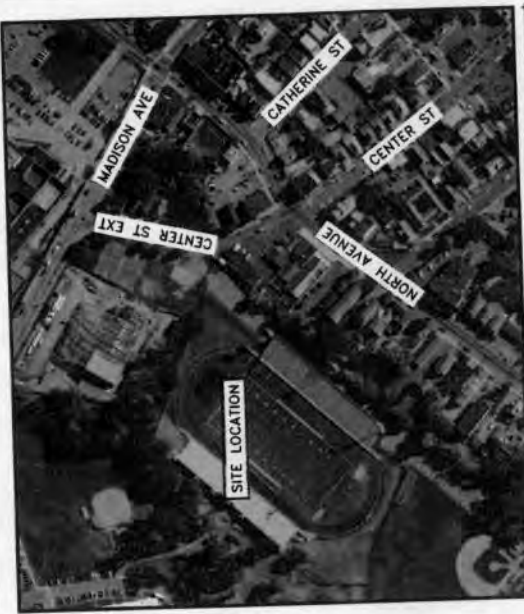
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OVERALL SITE PLAN



SHEET NUMBER  
**LE-1**

PROJECT INFORMATION  
AJE PROJECT NUMBER  
**NJER02053C**  
DISH Wireless, L.L.C.  
PROJECT INFORMATION  
**NJER02053C**  
**1 LINCOLN BOULEVARD**  
**BRIDGEPORT, CT 06606**

**LEASE EXHIBIT**

REV	DATE	DESCRIPTION
1	11/22/18	ISSUED FOR ACTION

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5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



16 BEACH, 137TH STREET  
ROCKAWAY, NY 1084

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FOR CONSTRUCTION

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UNLESS SPECIFICALLY AUTHORIZED BY THE DIRECTOR  
OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

ZOS

RFDOS REV #:

### LEASE EXHIBIT

REV	DATE	DESCRIPTION
A	04/14/2023	ISSUED FOR REVIEW

CARRIER  
DISH

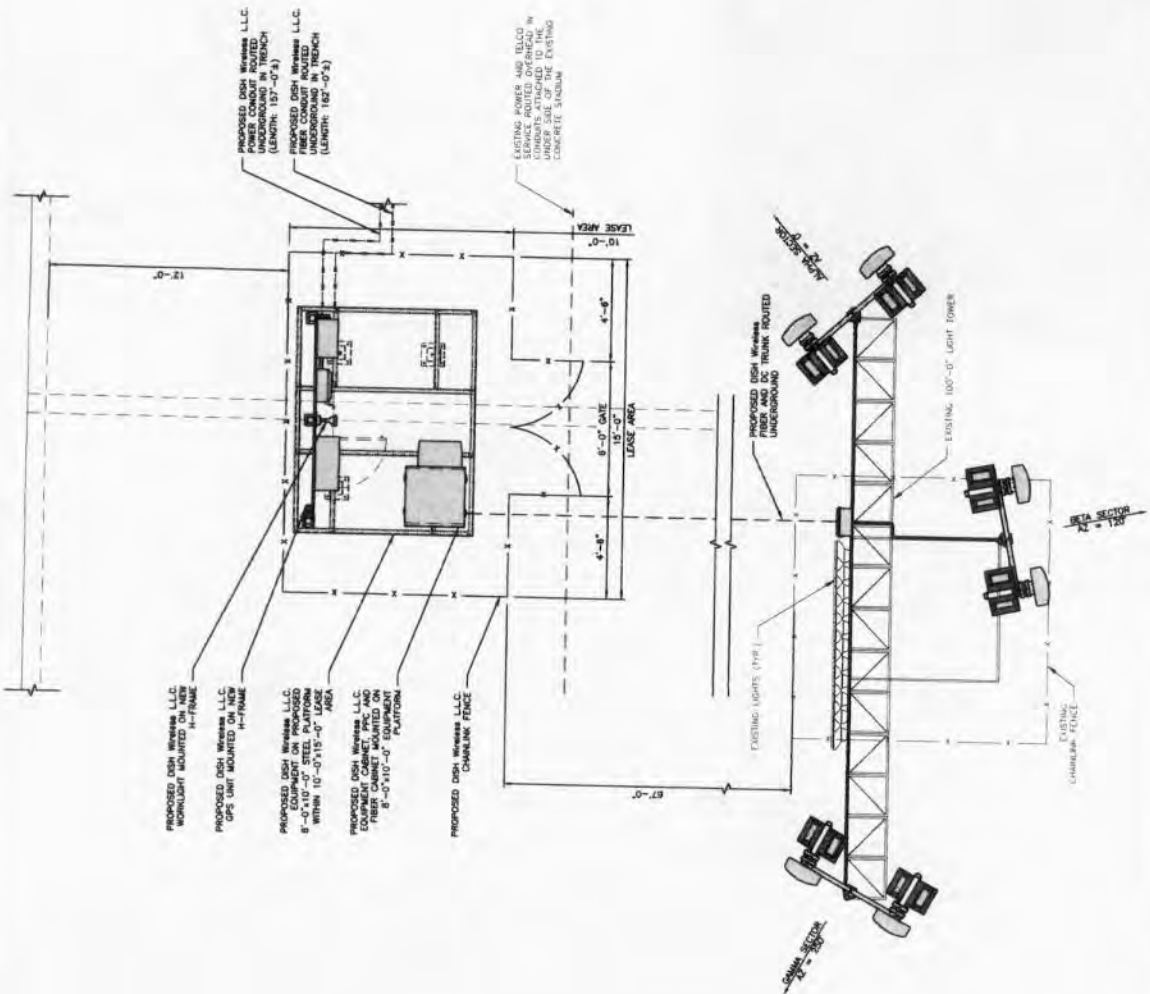
AME PROJECT NUMBER  
NJJER02053C

DISH Wireless LLC  
PROJECT INFORMATION

NJJER02053C  
1 LINCOLN BOULEVARD  
BRIDGEPORT, CT 06606

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
LE-2



ENLARGED SITE PLAN



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



140 BEACH 137TH STREET  
ROCKAWAY, NY 11894

NOT TO BE USED  
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON  
OTHER THAN THE REGISTERED PROFESSIONAL ENGINEER  
TO REPRODUCE THIS DOCUMENT

DRAWN BY: CHECKED BY: APPROVED BY:

ZDS

RFDS REV #:

### LEASE EXHIBIT

#### SUBMITTALS

REV	DATE	DESCRIPTION
A	04/14/2023	ISSUED FOR REVIEW

CARRIER: DISH

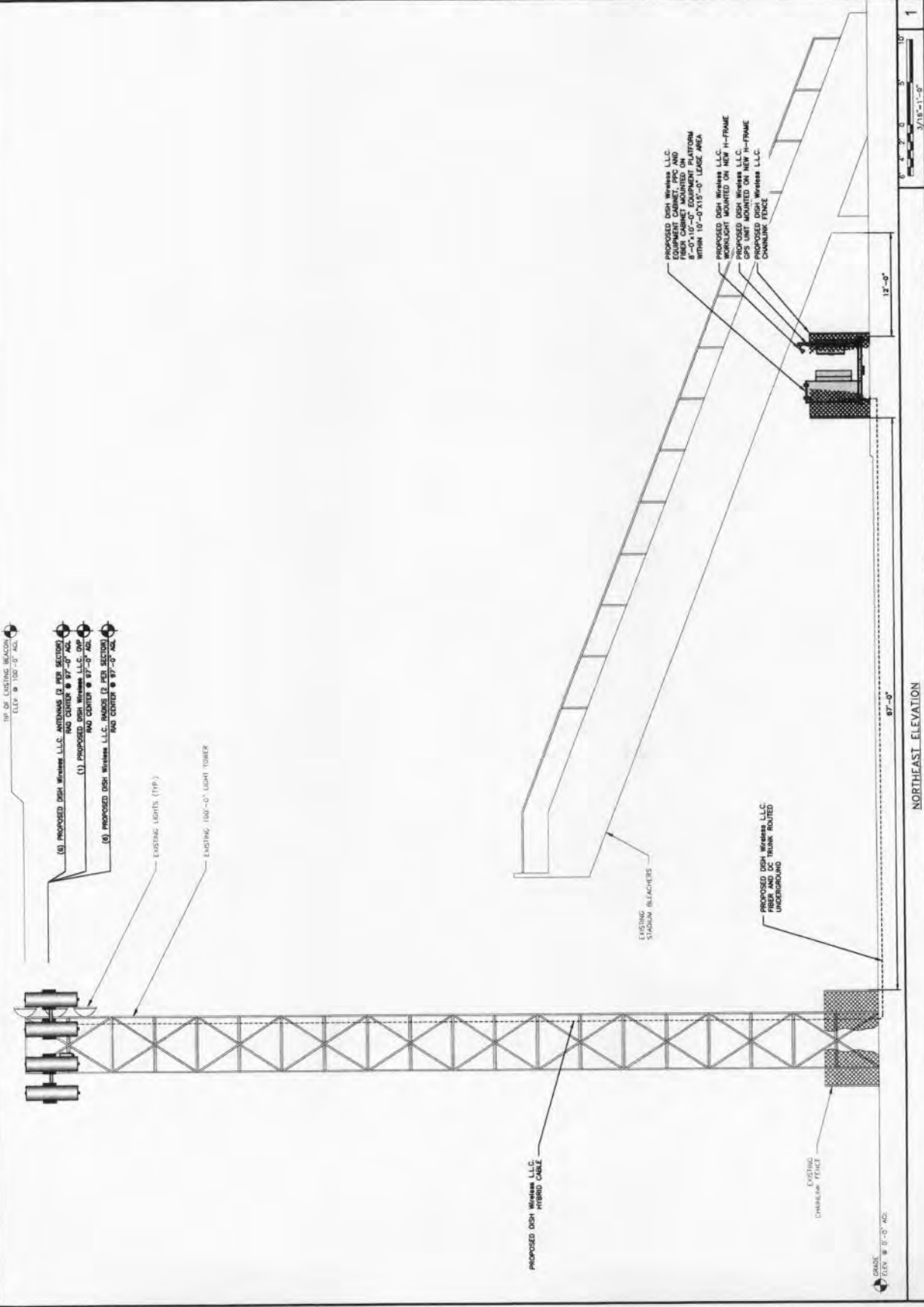
AAE PROJECT NUMBER: NJJER02053C

DISH Wireless, L.L.C. PROJECT INFORMATION

1 LINCOLN BOULEVARD BRIDGEPORT, CT 06606

SHEET TITLE: TOWER ELEVATION

SHEET NUMBER: LE-3



**EXHIBIT**

(Equipment)

Frequency of Operation: |2160 - 2165| |2180 - 2200| |1760 - 1765|

Total # of Antennas: Nine (9) Antennas

Description of Antenna Type(s): JMA Wireless – MX08FR0665-21  
(72 in H/ 20 in W/ 8 in D)

Remote Radio Heads: (9) Samsung – SFG-ARR3KM01D1\_RF4451D-70A  
(15 in H/ 15 in W/ 8.9 in D)  
(9) Samsung – SFG-ARR3J601D1\_RF4450T-71A  
(15 in H/ 16.6 in W/ 11 in D)

Over Voltage Protector (OVP): (1) RayCap RDIDC – 9181-PF-48  
(18.98 in H/ 14.39 in W/ 8.15 D)

Fiber: (3) High Capacity Hybrid Cable

Antenna Centerline: 97'

Antenna Platform: (3) Commscope V-Frame MTC3975083

Ground Space: 10' x 15'

Shelter: (1) Outdoor cabinet

Generator: N/A



# MX08FRO665-21

NWAV™ X-Pol 8-Port Antenna

## X-Pol 8-Port 6 ft 65° Fast Roll Off:

4 ports 617-894 MHz and 4 ports 1695-2200 MHz

- Fast Roll Off (FRO™) azimuth beam pattern improves Intra- and Inter-cell SINR
- Excellent passive intermodulation (PIM) performance reduces harmful interference.
- Fully integrated (iRETs) with independent RET control for low and mid bands for ease of network optimization
- SON-Ready array spacing supports beamforming capabilities.
- High total power handling to maximize network efficiency
- Reduced tower loading for ease of site deployment



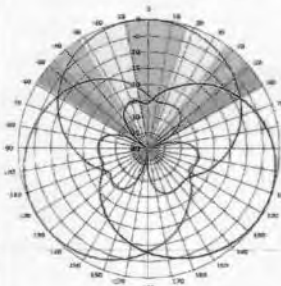
NWAV

### Fast Roll-Off antennas increase data throughput without compromising coverage

The horizontal beam produced by Fast Roll-Off (FRO) technology increases the Signal to Interference & Noise Ratio (SINR) by eliminating overlap between sectors.

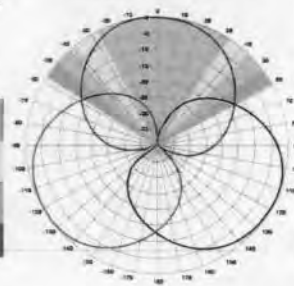
#### Non-FRO antenna

Large traditional antenna pattern overlap creates harmful interference.



#### JMA FRO antenna

JMA's FRO antenna pattern minimizes overlap, thereby minimizing interference.



LTE throughput	SINR	Speed (bps/Hz)	Speed increase	CQI
Excellent	>18	>4.5	333+%	8-10
Good	15-18	3.3-4.5	277%	6-7
Fair	10-15	2-3.3	160%	4-6
Poor	<10	<2	0%	1-3

The LTE radio automatically selects the best throughput based on measured SINR.

Electrical specification (minimum/maximum)	Ports 1, 2, 3, 4		Ports 5, 6, 7, 8		
Frequency bands, MHz	617-698	698-894	1695-1880	1850-1990	1920-2200
Polarization	± 45°		± 45°		
Gain over all tilts, max, dBi	13.6	14.8	18.5	18.3	18.8
Horizontal beamwidth (HBW), degrees <sup>1</sup>	68	62	62	62	64
Front-to-back ratio, co-polar power @180°, dB	>28	>29	>32	>31	>32
Vertical beamwidth (VBW), degrees <sup>1</sup>	14.2	12.5	5.4	5.2	4.9
Electrical downtilt (EDT) range, degrees	2-14		2-12		
First upper side lobe (USLS) suppression, dB <sup>1</sup>	≤-16.0	≤-16.5	≤-18.0	≤-18.0	≤-18.0
Minimum cross-polar isolation, port-to-port, dB <sup>1</sup>	25	25	25	25	25
Max VSWR / return loss, dB	1.5:1 / -14.0		1.5:1 / -14.0		
Max passive intermodulation (PIM), 2x20W carrier, dBc	-153		-153		
Max input power per any port, watts	300		250		
Total composite power all ports (1-8), watts <sup>2</sup>	1500				

<sup>1</sup> Typical value over frequency and tilt



**MX08FRO665-21**  
**NWAV™ X-Pol 8-Port Antenna**

<sup>2</sup> Power rated up to +55 °C

Electrical specification (minimum/maximum)	Ports 1, 2, 3, 4			Ports 5, 6, 7, 8	
Frequency bands, MHz	617-698	698-894	1695-1880	1850-1990	1920-2200
Average gain over all tilts, dBi (Gain Tolerance)	13.0±0.6	14.2±0.6	18.1±0.4	17.9±0.4	18.3±0.5
Horizontal beamwidth tolerance (HBW), degrees <sup>1</sup>	±5	±6.5	±5.0	±3.5	±3.5
Vertical beamwidth tolerance (VBW), degrees	±0.5	±0.5	±0.3	±0.3	±0.3
Front-to-back ratio, co-polar power @180°± 30°, dB	>27	>25	>25	>27	>26
X-Pol discrimination (CPR) at boresight, dB	>22	>20	20	>21	>22
First upper side lobe (USLS) suppression boresight to 20°, dB <sup>1</sup>	≤-16	≤-15	≤-16	≤-16	≤-16

Mechanical specifications	
Dimensions height/width/depth, inches (mm)	72.0/ 20.0/ 8.0 (1828.8/ 508.0/ 203.2)
Shipping dimensions length/width/height, inches (mm)	77.3/ 23.8/ 14.5 (1963.42/ 605/ 368)
No. of RF input ports, connector type, and location	8 x 4.3-10 female, bottom
RF connector torque	96 lbf-in (10.85 N·m or 8 lbf-ft)
Net antenna weight, lb (kg)	64.5 (29.3)
Shipping weight, lb (kg)	104 (47.2)
Antenna mounting and downtilt kit included with antenna	91900318
Net weight of the mounting and downtilt kit, lb (kg)	18 (8.2)
Range of mechanical up/down tilt	-2° to 12°
Rated wind survival speed, mph (km/h)	150 (241)
Frontal and lateral wind loading @ 150 km/h, lbf (N)	108.1 (480.9), 20.5 (91.2)
Effective projected area @ 150 km/h (EPA), frontal, sq ft	4.9

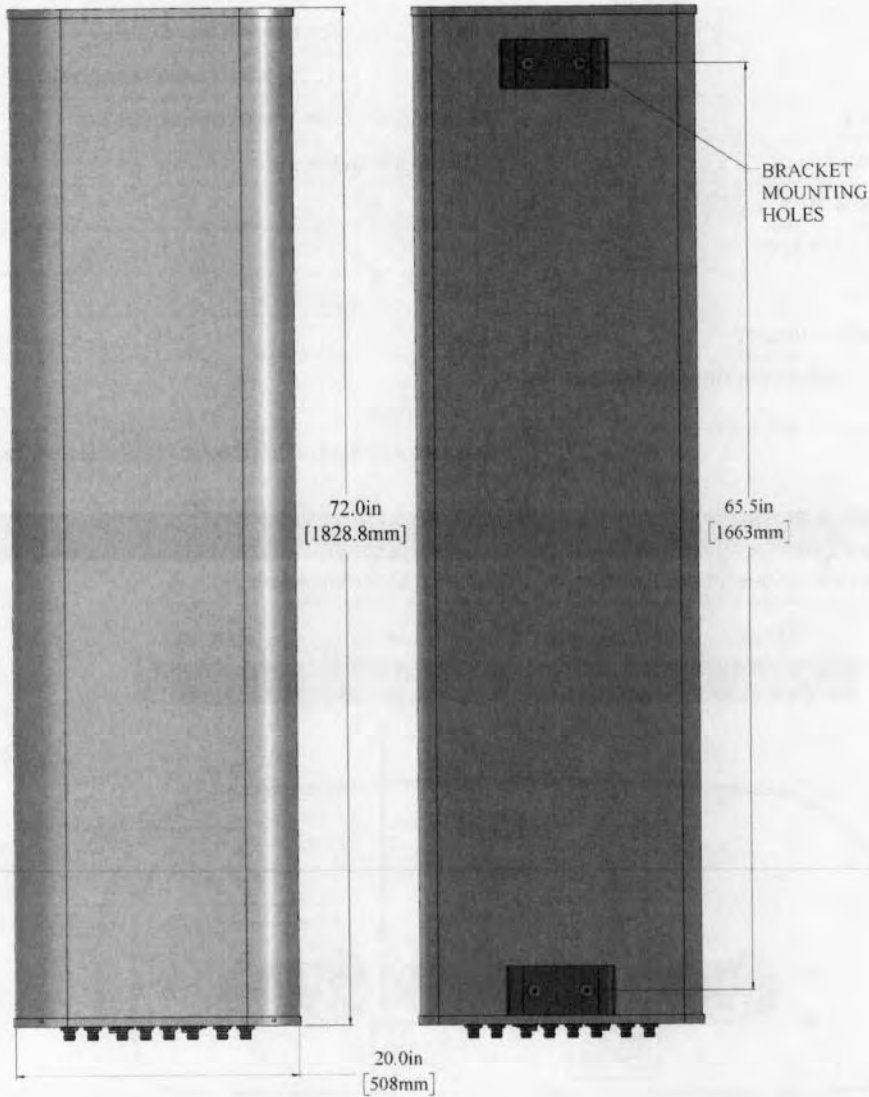


# MX08FRO665-21

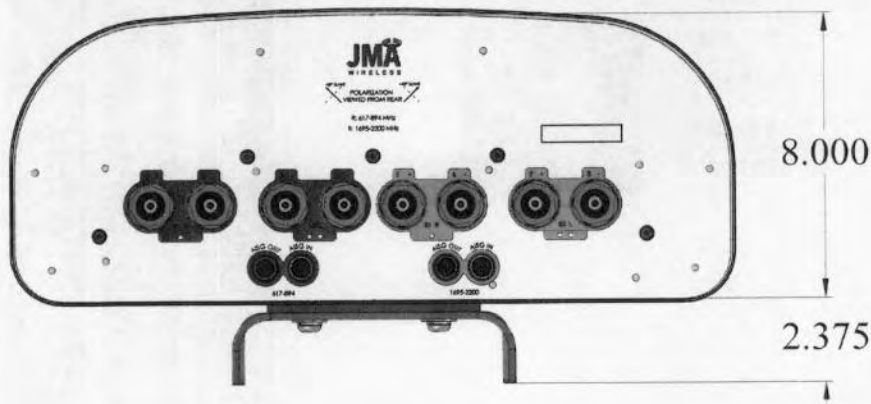
## NWAV™ X-Pol 8-Port Antenna

Front view

Back view



Bottom view







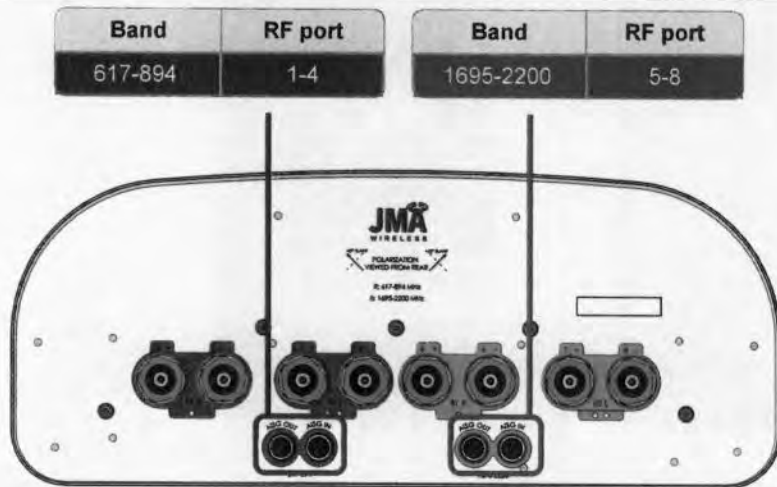
# MX08FRO665-21

## NWAV™ X-Pol 8-Port Antenna

Remote electrical tilt (RET 2000) information	
RET location	Integrated into antenna
RET interface connector type	8-pin AISG connector per IEC 60130-9
RET connector torque	Min 0.5 N·m to max 1.0 N·m (hand pressure & finger tight)
RET interface connector quantity	2 pairs of AISG male/female connectors
RET interface connector location	Bottom of the antenna
Total no. of internal RETs 617-894 MHz	1
Total no. of internal RETs 1695-2200 MHz	1
RET input operating voltage, vdc	10-30
RET max power consumption, idle state, W	≤ 2.0
RET max power consumption, normal operating conditions, W	≤ 10.0
RET communication protocol	Hardware AISG 3.0; firmware AISG 2.0, field-upgradable to AISG 3.0

### RET and RF connector topology

Each RET device can be controlled via the designated external AISG connector as shown below:



### Array topology

4 sets of radiating arrays  R1: 617-894 MHz R2: 617-894 MHz B1: 1695-2200 MHz B2: 1695-2200 MHz	<table border="1"> <thead> <tr> <th>Band</th> <th>RF port</th> </tr> </thead> <tbody> <tr> <td>617-894</td> <td>1-2</td> </tr> <tr> <td>617-894</td> <td>3-4</td> </tr> <tr> <td>1695-2200</td> <td>5-6</td> </tr> <tr> <td>1695-2200</td> <td>7-8</td> </tr> </tbody> </table>	Band	RF port	617-894	1-2	617-894	3-4	1695-2200	5-6	1695-2200	7-8	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="background-color: black; color: white; padding: 10px; writing-mode: vertical-rl; transform: rotate(180deg);">1695 – 2200 (B1)</div> <div style="background-color: black; color: white; padding: 10px; writing-mode: vertical-rl; transform: rotate(180deg);">617-894 (R1)</div> <div style="background-color: black; color: white; padding: 10px; writing-mode: vertical-rl; transform: rotate(180deg);">1695 – 2200 (B2)</div> <div style="background-color: black; color: white; padding: 10px; writing-mode: vertical-rl; transform: rotate(180deg);">617-894 (R2)</div> </div>
	Band	RF port										
	617-894	1-2										
	617-894	3-4										
	1695-2200	5-6										
1695-2200	7-8											

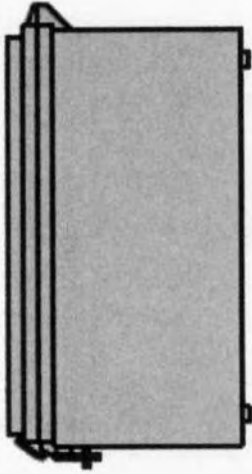
**RAYCAP RDIDC-9181-PF-48  
DC SURGE PROTECTION**

**DIMENSIONS (HxWxD)**

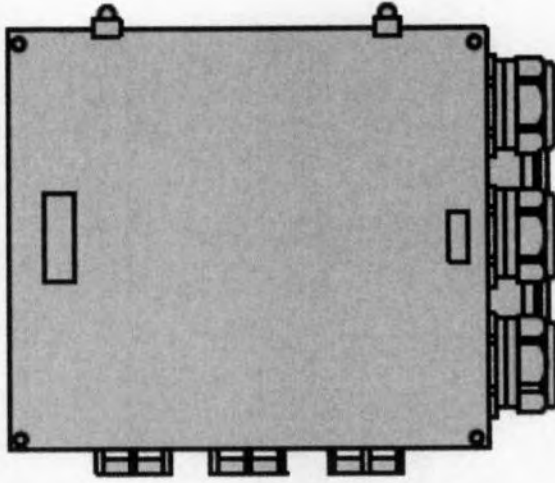
**18.98"x14.39"x8.15"**

**WEIGHT**

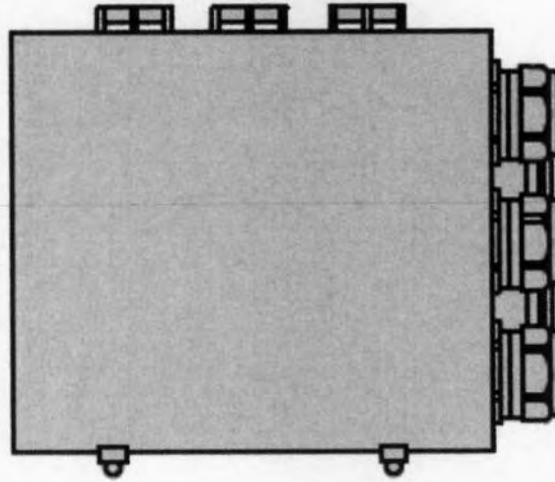
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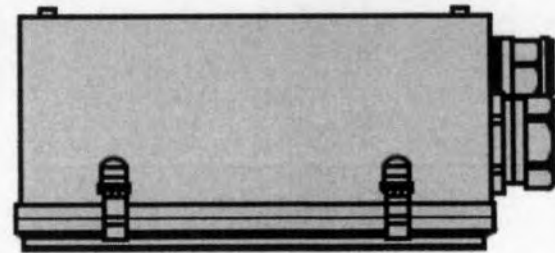
**PLAN**



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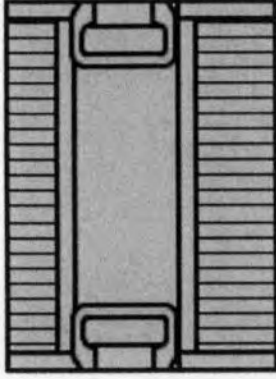


**BACK**

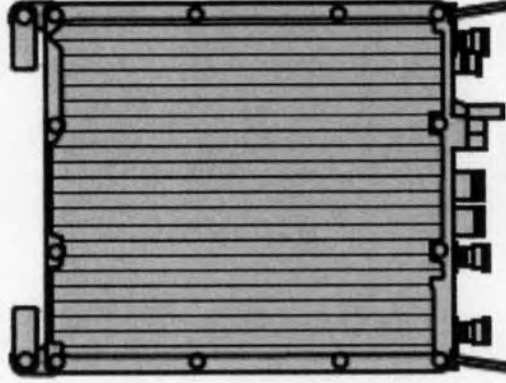


**SIDE**

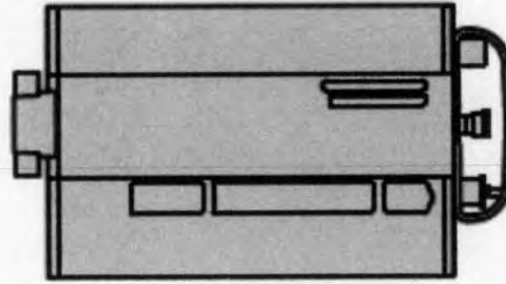
<b>SAMSUNG - LOW BAND</b>	
<b>SFG-ARR3J601DI_RF4450T-71A</b>	
<b>DIMENSIONS (HxWxD)</b>	15"x16.5"x11"
<b>WEIGHT</b>	94.6 lbs
<b>CONNECTOR TYPE</b>	4.3-10 RF CONNECTOR -48VDC
<b>INPUT VOLTAGE</b>	(-36 to 58 VDC)



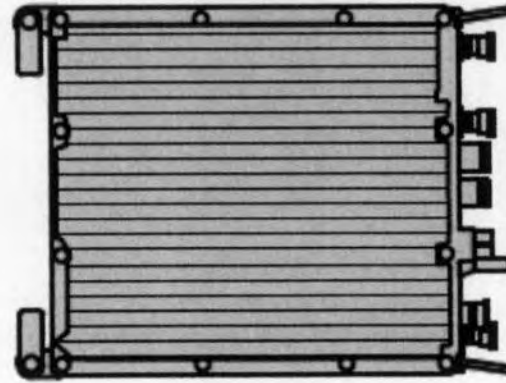
**PLAN**



**FRONT**



**SIDE**



**BACK**

Item# \* 109-22 Consent Calendar

Grant Submission: re the Justice Education Center -  
Project Safe Neighborhoods (#24485).



**Report  
of  
Committee  
On**

**Public Safety and Transportation**

City Council Meeting Date: September 18, 2023

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

*Joseph J. Ganim*  
Joseph J. Ganim, Mayor

Date Signed:

*JG*  
9/21/23

RECEIVED  
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23 SEP 21 PM 3:03  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*109-22 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
The Justice Education Center  
Project Safe Neighborhoods  
(#24485)**

**WHEREAS**, The **Justice Education Center** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Office of the U. S. Attorney for the Department of Justice's Project Safe Neighborhoods grant program**; and

**WHEREAS**, funds under this grant will be used to cover overtimes costs of personnel during the task force detail; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to **The Justice Education Center** to implement a strategy through the utilizations of various Local, State and Federal agencies to identify, build criminal cases, arrest, and prosecute individuals who are committing these violent crimes.

**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 Justice Education Center** for the purpose of the **Project Safe Neighborhoods**.
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 Justice Education Center- Project Safe Neighborhoods** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



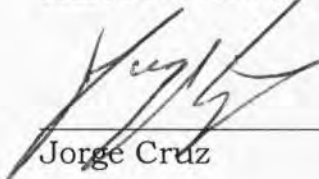
City of Bridgeport, Connecticut  
Office of the City Clerk

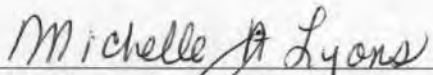
Report of Committee on **Public Safety and Transportation**  
Item No. \*109-22 Consent Calendar

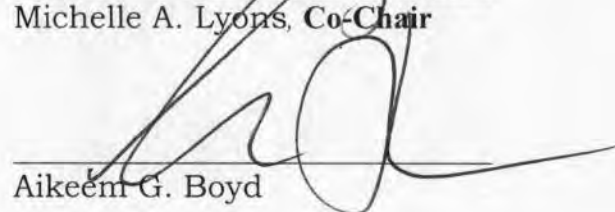
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

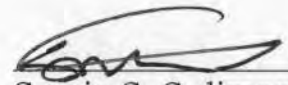
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Maria I. Valle, Co-Chair

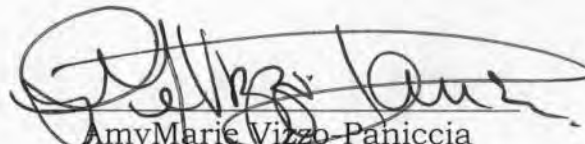
  
\_\_\_\_\_  
Jorge Cruz

  
\_\_\_\_\_  
Michelle A. Lyons, Co-Chair

  
\_\_\_\_\_  
Aikeem G. Boyd

\_\_\_\_\_  
Alfredo Castillo

  
\_\_\_\_\_  
Samia S. Suliman

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

City Council Date: September 18, 2023

Item # \*113-22 Consent Calendar

Resolution regarding the 2023 "First" Round of City Sidewalk Repair Pilot Program.



**Report  
of  
Committee  
On**

Public Safety and Transportation

City Council Meeting Date: September 18, 2023

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

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

Date Signed: 9/21/23

RECEIVED  
CITY CLERKS OFFICE  
23 SEP 21 PM 3:03  
ATTN: CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*113-22 Consent Calendar**

**RESOLUTION**

**WHEREAS**, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

**WHEREAS**, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

**WHEREAS**, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

**WHEREAS**, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

**WHEREAS**, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

**WHEREAS**, on May 1, 2017, the City Council passed a resolution which stated:

**NOW THEREFORE**, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby **RESOLVED** by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and

**WHEREAS**, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and





# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on **Public Safety and Transportation**  
**Item No. \*113-22 Consent Calendar**

-2-

**WHEREAS**, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

**NOW THEREFORE**, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

**RESOLVED BY THE CITY COUNCIL**, that the City proceed with the repair set forth in Exhibit A and it is further

**RESOLVED**, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

\_\_\_\_\_  
Maria I. Valle, Co-Chair

\_\_\_\_\_  
Jorge Cruz

\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
*Michelle A Lyons*  
Michelle A. Lyons, Co-Chair

\_\_\_\_\_  
Aikeem G. Boyd

\_\_\_\_\_  
Samia S. Suliman

\_\_\_\_\_  
*AmyMarie Vizzo-Paniccia*  
AmyMarie Vizzo-Paniccia

**City Council Date:** September 18, 2023

## SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
20	Alameda Place	06610	Emilia A.	Cabrera Guerra	\$655.00	\$655.00	\$1,310.00
465	Amsterdam Avenue	06606	Foriane	Rhuma	\$2,878.00	\$2,878.00	\$5,756.00
494	Amsterdam Avenue	06606	Daniel Lorenzetti	and Janice Lorenzetti	\$4,006.50	\$4,006.50	\$8,013.00
720	Arctic Street	06608	Trevor M	Nelson	\$2,979.00	\$2,979.00	\$5,958.00
131	Astoria Avenue	06604	Baetritz	Torres	\$7,778.50	\$7,778.50	\$15,557.00
15	Bartram Avenue	06605	John Klein	and Ann Marie Klein	\$4,742.25	\$4,742.25	\$9,484.50
78	Beechmont Avenue	06606	Torrell	Scott	\$5,307.00	\$5,307.00	\$10,614.00
539	Beechmont Avenue	06606	Emilie Garcon	and Antonine Garcon	\$3,636.50	\$3,636.50	\$7,273.00
220	Black Rock Avenue	06605	Pamela	Cox, et al	\$2,891.50	\$2,891.50	\$5,783.00
43	Bradley Street	06610	Patrick L.	Townsend	\$3,307.00	\$3,307.00	\$6,614.00
320	Bradley Street	06610	Linda	Pizarro et al	\$2,403.50	\$2,403.50	\$4,807.00
346	Bradley Street	06610	Wardell	Burrows	\$3,190.50	\$3,190.50	\$6,381.00
70	Brittin Avenue	06605	Francisco J Rodriguez	and Rodriguez Rodriguez	\$2,774.00	\$2,774.00	\$5,548.00
180	Bunnell Street	06607	Danielle	Bravo-Blackwood	\$3,768.50	\$3,768.50	\$7,537.00
31	Burnsford Avenue	06606	Christopher Gutierrez	and Justo Torres	\$2,847.50	\$2,847.50	\$5,695.00
695	Burnsford Avenue	06606	George Synnot	and Sylvia Synnot	\$3,207.50	\$3,207.50	\$6,415.00
65	Calderwood Court	06605	Ryan Fortsch	and Allie O'Brien	\$7,941.25	\$7,941.25	\$15,882.50
346	Carroll Avenue	06607	Willie	Edmonds, Jr.	\$2,724.50	\$2,724.50	\$5,449.00
59	Chalmers Avenue	06604	James F Capossella	and Lois M Capossella	\$3,145.00	\$3,145.00	\$6,290.00
63	Chalmers Avenue	06604	Nigel	Parris	\$3,812.00	\$3,812.00	\$7,624.00
90	Clarkson Street	06605	Ronald Dale Carroll	and Gail Campbell	\$2,622.00	\$2,622.00	\$5,244.00
540	Clinton Avenue	06605	Dadie Isaac	and Germain Mackenson	\$4,732.50	\$4,732.50	\$9,465.00
821	Colorado Avenue	06604	Steve	Black	\$3,371.00	\$3,371.00	\$6,742.00
309	Courtland Avenue	06605	Martha J.	Patton	\$3,094.50	\$3,094.50	\$6,189.00
225	Dixon Street	06604	Gerald	Remy	\$3,310.50	\$3,310.50	\$6,621.00
59	Edna Street	06610	Alexander	Lopez Perez	\$3,551.50	\$3,551.50	\$7,103.00
213	Ellsworth Street	06605	Violetta	Moreno	\$4,092.50	\$4,092.50	\$8,185.00
274	Ellsworth Street	06605	Corey B	Tippen	\$3,263.50	\$3,263.50	\$6,527.00
41	Fayerweather Terrace	06605	Lisa	Cushman Curran	\$3,112.50	\$3,112.50	\$6,225.00
65	Fayerweather Terrace	06615	Judith Ann	Demshak	\$2,689.00	\$2,689.00	\$5,378.00
97	Fayerweather Terrace	06605	Lydia	Gach-Dunn	\$3,137.50	\$3,137.50	\$6,275.00
41	Garfield Avenue	06606	Janice A.	Davis	\$2,859.50	\$2,859.50	\$5,719.00

## SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
705	Garfield Avenue	06606	Pauline Griffin	and Monique Griffin	\$4,159.00	\$4,159.00	\$8,318.00
52	Glenbrook Road	06610	Anushka	Saadat	\$3,328.00	\$3,328.00	\$6,656.00
155	Granfield Avenue	06610	Franklin	Reyes	\$3,653.00	\$3,653.00	\$7,306.00
36	Grove Street	06605	Georios Vrachnos	and Ifigenia Vrachnos	\$3,263.00	\$3,263.00	\$6,526.00
235	Grovers Avenue	06605	Andrew Seperack	and Kathleen Seperack	\$10,160.50	\$10,160.50	\$20,321.00
102	Hanover Street	06604	Charita Duy	and Junto My	\$2,564.00	\$2,564.00	\$5,128.00
625	Hawley Avenue	06606	Anthony Perez	and Maria A Perez	\$4,499.00	\$4,499.00	\$8,998.00
112	Herkimer Street	06604	Kella	Vargas	\$2,809.00	\$2,809.00	\$5,618.00
112	Hillside Avenue	06604	Anthony Pervis Jr.	and Jenane Pervis	\$4,172.00	\$4,172.00	\$8,344.00
123	Hillside Avenue	06604	Kevaughn	Fulton	\$3,087.00	\$3,087.00	\$6,174.00
120	Hollister Avenue	06608	StacyAnn	Edwards	\$3,254.50	\$3,254.50	\$6,509.00
322	Hooker Road	06610	Ramon	Moreno	\$3,494.50	\$3,494.50	\$6,989.00
819	Huntington Tpke	06610	Wieslaw	Gajewicz, et al	\$6,266.50	\$6,266.50	\$12,533.00
353	Jackson Avenue	06606	Thomas	Santella, Jr.	\$4,373.00	\$4,373.00	\$8,746.00
85	King Street	06605	Michael	Torres	\$2,983.00	\$2,983.00	\$5,966.00
1140	Kossuth Street	06608	Esther	Melendez	\$3,050.50	\$3,050.50	\$6,101.00
231	Lake Avenue	06605	Richard Mahony	and Elizabeth Mahony	\$3,364.00	\$3,364.00	\$6,728.00
1094	Laurel Avenue	06604	Karen V.	Tejeda	\$2,339.00	\$2,339.00	\$4,678.00
1559	Laurel Avenue	06604	Doris Stephan	and Zahi Stephan	\$6,796.00	\$6,796.00	\$13,592.00
261	Lenox Avenue	06605	Ysanne	Johnson	\$2,780.50	\$2,780.50	\$5,561.00
104	Lewis Street	06605	Faniesha	Beasley	\$4,754.50	\$4,754.50	\$9,509.00
121	Linwood Avenue	06605	Ebony	Williams	\$2,796.50	\$2,796.50	\$5,593.00
125	Livingston Place	06610	Camille E.	Elliott	\$3,463.00	\$3,463.00	\$6,926.00
67	Livingston Street	06605	Patricia A.	Falk	\$3,100.50	\$3,100.50	\$6,201.00
139	Magnolia Street	06610	Gilberto	Maldonado	\$3,764.00	\$3,764.00	\$7,528.00
95	Marion Street	06606	Guillermo	Valdez	\$3,675.00	\$3,675.00	\$7,350.00
280	Midland Street	06605	Maria	Lucia	\$6,999.00	\$6,999.00	\$13,998.00
410	Mill Hill Avenue	06610	Ralph Ford	and Kimberly Ford	\$7,619.00	\$7,619.00	\$15,238.00
136	Morningside Drive	06606	Paula A	Williams	\$2,966.00	\$2,966.00	\$5,932.00
1215	Noble Avenue	06608	Gisele	Philoche	\$6,885.00	\$6,885.00	\$13,770.00
80	Norman Street	06605	Beatriz	Jeady, et al	\$3,659.75	\$3,659.75	\$7,319.50
311	Norman Street	06605	Tyrone	Bell	\$6,814.75	\$6,814.75	\$13,629.50

## SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
2429	North Avenue	06604	Maha Y. Attieh	and Alaa Attieh	\$13,234.50	\$13,234.50	\$26,469.00
270	North Bishop Avenue	06610	Eddie Dixon	and Esther Dixon	\$2,927.50	\$2,927.50	\$5,855.00
540	North Ridgefield Avenue	06610	Carmen	Casado	\$4,290.50	\$4,290.50	\$8,581.00
55	Ohio Avenue	06610	Jose Melendez	Pino, et al (Surv of them)	\$3,396.50	\$3,396.50	\$6,793.00
114	Orchard Street	06608	Angela	Smillie	\$3,595.00	\$3,595.00	\$7,190.00
299	Pacific Street	06604	Derrick A.	Riley, et al	\$2,494.00	\$2,494.00	\$4,988.00
299	Pasadena Place	06610	Jean Valburn	and Michelle Valburn	\$3,026.00	\$3,026.00	\$6,052.00
300	Pasadena Place	06610	Richard Pfeifer	and Deborah Pfeifer	\$3,928.00	\$3,928.00	\$7,856.00
797	Pearl Harbor Street	06610	Catalina	Alicia	\$4,953.00	\$4,953.00	\$9,906.00
162	Prince Street	06610	Norberto	Colon Malave	\$3,608.00	\$3,608.00	\$7,216.00
97	Princeton Street	06607	Eduardo	Melendez	\$3,315.50	\$3,315.50	\$6,631.00
256	Remington Street	06610	Delroy Anthony	Campbell	\$1,764.00	\$1,764.00	\$3,528.00
65	Ridgefield Avenue	06606	Wilfredo	Robles, et al	\$2,736.50	\$2,736.50	\$5,473.00
424	Ridgefield Avenue	06610	Braulio	Marquez	\$3,788.50	\$3,788.50	\$7,577.00
316	Ruth Street	06606	Joan	Quintyne	\$1,996.50	\$3,596.50	\$5,593.00
644	Ruth Street	06606	Divair A	De Almedia Jr	\$3,777.00	\$3,777.00	\$7,554.00
383	Soundview Avenue	06606	Rafael & Sonia	Vargas	\$8,987.00	\$8,987.00	\$17,974.00
31	Taft Avenue	06606	Aoukik	Parwala	\$4,355.00	\$4,355.00	\$8,710.00
340	Valley Avenue	06606	Lorraine	Richards	\$3,099.00	\$3,099.00	\$6,198.00
235	Village Lane	06606	Stuart Silverstein	and Jennifer Silverstein	\$6,108.50	\$6,108.50	\$12,217.00
192	Weber Avenue	06610	David	Reyes	\$3,555.00	\$3,555.00	\$7,110.00
252	West Avenue	06604	Eva R.	Canales	\$13,298.00	\$13,298.00	\$26,596.00
490	West Jackson Avenue	06604	Carlos	Gomes	\$3,785.50	\$3,785.50	\$7,571.00
344	West Morgan Avenue	06604	Lorraine Bennett	Dawkins	\$3,087.00	\$3,087.00	\$6,174.00
530	Westfield Avenue	06606	Mary	Poyntz-Messiah	\$3,871.50	\$3,871.50	\$7,743.00
479	Wood Avenue	06605	Joan	Spence	\$6,884.50	\$6,884.50	\$13,769.00
1042	Wood Avenue	06604	Alicia	Fajardo, et al	\$3,309.00	\$3,309.00	\$6,618.00

## SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
151	East Eaton Street	06604	Martha E.	Mech	\$3,046.50	\$3,046.50	\$6,093.00
63	Redding Place	06604	Rafael D.	Montoya	\$7,273.00	\$7,273.00	\$14,546.00
475	Courtland Avenue	06605	Mark Mirowski	and Margaret Mirowski	\$3,049.00	\$3,049.00	\$6,098.00
37	Quinlan Avenue	06605	Jay Sheppard	and Diane Gail Sheppard	\$5,566.00	\$5,566.00	\$11,132.00
452	Summit Street	06606	Xavian T.	Shaw Jr	\$7,788.25	\$7,788.25	\$15,576.50
821	Wayne Street	06606	Mai V. To	and Lily Pham	\$8,805.00	\$8,805.00	\$17,610.00
347	East Avenue	06610	Steve	Miller	\$1,428.00	\$1,428.00	\$2,856.00
245	Remington Street	06610	Joy Ann	Evans	\$1,999.00	\$1,999.00	\$3,998.00

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CITY OF FIDELITY

Item # \*92-22 Consent Calendar

Appointment of Sarah Lewis (D) to the Fire Commission.



**Report  
of  
Committee  
On**

**Public Safety and Transportation**

City Council Meeting Date: September 18, 2023

Attest:

*Lydia N. Mart*

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

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CITY CLERKS OFFICE

23 SEP 20 PM 2: 12

ATTEST  
CITY CLERK

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23 OCT -4 PM 2: 07  
ATTEST  
CITY CLERK

PLEASE NOTE: Mayor did not sign report



# City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for ~~adoption~~ the following resolution:  
adoption

**Item No. \*92-22 Consent Calendar**

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

**NAME**

**TERM EXPIRES**

Sarah Lewis (D)  
355 Remington Street  
Bridgeport, CT 06610

December 31, 2025

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

\_\_\_\_\_  
Maria I. Valle, Co-Chair

*Michelle A Lyons*  
\_\_\_\_\_  
Michelle A. Lyons, Co-Chair

*Jorge Cruz*  
\_\_\_\_\_  
Jorge Cruz

*Aikem G. Boyd*  
\_\_\_\_\_  
Aikem G. Boyd

\_\_\_\_\_  
Alfredo Castillo

*Samia S. Suliman*  
\_\_\_\_\_  
Samia S. Suliman

*Amy Marie Vizzo-Paniccia*  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

City Council Date: September 18, 2023



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No.** \*112-22 Consent Calendar

**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**

Soledad Nunez (D)  
780 Seaview Avenue, Apt 6  
Bridgeport, CT 06607

December 31, 2026

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

*City Council Date: September 5, 2023 (Tabled by Full Council)*  
*Resubmitted: September 18, 2023 (Tabled by Full Council)*





# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. 56-22**

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

**NAME**

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

**TERM EXPIRES**

December 31, 2026

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)***  
***ReSubmitted: July 3, 2023 (Tabled by Full Council)***  
***ReSubmitted: September 5, 2023 (Tabled by Full Council)***  
***ReSubmitted: September 18, 2023 (Tabled by Full Council)***


Item # 120-22

Grant Submission: re Connecticut State Library Public  
- Library Construction Grants Lower East Side Branch  
(#24268).

**Report**  
**of**  
**Committee**  
**On**

**CEQA & Environment**

City Council Meeting Date: September 18, 2023  
(OFF THE FLOOR)

Attest:   
Lydia N. Martinez, City Clerk

Approved by:   
Joseph P. Garin, Mayor

Date Signed: 9/21/2023

RECEIVED  
CITY CLERKS OFFICE  
23 SEP 21 PM 3:03  
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. 120-22

**A Resolution by the Bridgeport City Council  
Regarding the  
Connecticut State Library  
Public Library Construction Grant  
Lower East Side Branch  
(#24268)**

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

**WHEREAS**, this funding has been made possible through the **Public Library Construction Grant Program**; and

**WHEREAS**, funds under this grant will be used for Phase II of the renovation and construction of Lower East Side Library Branch; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Connecticut State Library** to complete the basement and second floor of the building, including meeting rooms, a community room, staff areas, façade improvements, an elevator, and an expanded children's section.

**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 Library** for the purpose of the **Public Library Construction Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to accept any funds that result from the City's application to the **Connecticut State Library** 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

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Committee on ECD and Environment  
Item No. \*120-22

-2-


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

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Maria I. Valle, *Co-Chair*

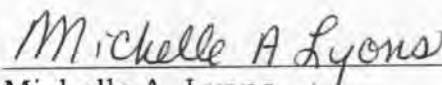
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Scott Burns, *Co-Chair*



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Rosalina Roman-Christy




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Michelle A. Lyons



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Mary A. McBride-Lee



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Tyler Mack

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Rolanda Smith

*City Council Date:* September 18, 2023 **(OFF THE FLOOR)**