

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 16, 2023**

**7:00 p.m.**

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

**BRIDGEPORT, CONNECTICUT 06604**

**ADDED:**

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

- \*124-22** Contracts Committee Report re: Nomination of Elizabeth Rivera-Rodriguez for the Appointment to the City's Director of Health Position.
- \*125-22** Contracts Committee Report re: 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.
- \*126-22** Contracts Committee Report re: Tower Cell Site Lease Agreement with DISH Wireless, L.L.C. for the Installation of Antennas and other Equipment at Kennedy Stadium.
- \*133-22** Contracts Committee Report re: Resolution and Small Cell Wireless Facilities Rights-of-Way and Access Agreement including Confidentiality and Non-Disclosure Agreement for the purpose of Facilitating Uniform Deployment of 5G Facilities within Connecticut Cities.
- \*121-22** Education and Social Services Committee Report re: Grant Submission: Connecticut State Department of Education FY 24 After-School Health Disparities Grant for Grades K-12 (Lighthouse After-School Program).

**AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 16, 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: September 5, 2023

**PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:**

- 138-22** Request from OPED to Order a Public Hearing for November 6, 2023 at 7:00 p.m. re: Proposed Resolution Authorizing a PILOT and Tax Incentive Development Agreement for the Fuel Cell Development Project located at 1225 Central Avenue.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 138-22** Communication from OPED re: Proposed Resolution Authorizing a PILOT and Tax Incentive Development Agreement for the Fuel Cell Development Project located at 1225 Central Avenue, referred to Economic and Community Development and Environment Committee.

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

- \*115-22** Budget and Appropriations Committee Report re: Approval of the De-Authorization of Five (5) Projects previously approved for Bonding Authority.
- \*122-22** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24312).

**MATTERS TO BE ACTED UPON:**

- 116-22** Budget and Appropriations Committee Report re: Approval of General Obligation Bonds for the John Winthrop Elementary School Renovate/New Project.
- 17-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Adoption of the Affordable Housing Plan.

**UNFINISHED BUSINESS:**

- \*93-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.
  
- \*94-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended.
  
- \*112-22** Miscellaneous Matters Committee Report re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 16, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

**NAME**

**SUBJECT**

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

City Governance – Cognizant Reporting.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
MONDAY, OCTOBER 16, 2023  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604**

**CALL TO ORDER**

Council President Pro Tempore Newton called the Public Speaking session of the City Council to order at 6:31 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 OCT 23 AM 10:01  
CITY CLERK

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

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 16, 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

City Governance – Cognizant Reporting

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

Two weeks from today many of us will exercise a critical and valuable civil right. I will visit the polls because I am eligible to vote, registered to cast a ballot, and have informed myself to some degree on where the candidates for office stand on issues. When 70- 80% do not vote, there is a decided problem in our community.

What are we doing about it? Urging folks to register does not solve it. We have been doing that for years. Turnout remains low.

We continue to observe some corrupt action with absentee ballots. The DTC, the party in power, seems to ignore the problem. Is it perhaps because they are embedded in activity that does not meet the standards set for legal balloting? Does political power find silence is golden? Some activists have been highlighted or cited for specific actions through the years. Has that changed anything?

Now we wait for the court to assess and rule on the current flood of visual evidence for which we seem to have no explanation other than ballot box stuffing. Such seeming activity, by whatever political activists are found to be involved, injures our community's understanding of civic duty. While we are patient for a decision on what happened in September, and any current remedy from the court system, will you brainstorm 'outside the box' on the problem?

I have a driver license and a vehicle registration for which I pay CT fees to legally operate on roads and highways. If I am unable or unwilling to drive, CT still gets paid, roads are open, and my neighbors suffer no risk from me being off the road. That seems to be a win-win-win, for me, for my neighbors, and for State governance. Why don't we apply the same thinking around the responsibility and rights to select community leadership as we do about travel in our community?

In this case registering to vote is a civil right and must continue without expense. However, registering to vote while living in a community and not sharing your confidential ballot opinion with neighbors provides a loss to your neighbors as certain as speeding, or driving without lights when it is dark. Would a fine of \$20, equal to the fee for ignoring a parking meter be enough, or not enough to change public performance? What if the public became aware that all such fines would be used to finance an expansion of civics education in the community and especially the schools? What is your plan to change our current responses? Time will tell.

**Ms. Eve Parsons**

City Concerns

Dewey Street  
Bridgeport, CT

Ms. Parsons came forward and greeted the Council Members. She said that it was just over a month since the primary and there has been no announcement about the outcome of the primary. She said that she was ashamed to admit she lives in Bridgeport. Not one of the Council Members have addressed the situation. She said that before the September primaries, she knew Bridgeport was corrupt, but now she knows how corrupt it is. She asked why. The truth will set everyone free. She said that there are people who know that she is fair and just. The people deserve an answer. God is watching this whole situation.

**Edward James**

Police Accountability

Williams Street  
Bridgeport, CT

Mr. James came forward and greeted the Council Members. He said that Ms. Parsons gave a great speech.

Mr. James said that there were only 3 minutes to speak. He asked whether or not the time could be extended if there were fewer people in the audience.

Council President Pro Tempore Newton said that the Council has a three-minute rule. Mr. James repeated that the Council should consider extending the speaking time if there are only a few people present.

Council President Pro Tempore Newton said that they had changed the rules to have 10 speakers.

### ADJOURNMENT

Council President Pro Tempore Newton closed the public session at 6:44 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, OCTOBER 16, 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 7:01 p.m.

**PRAYER**

Council President Pro Tempore Newton asked Council Member McBride-Lee to lead those present in prayer.

Council Member McBride-Lee requested a moment of silence for those affected by the strife in the Middle East.

**PLEDGE OF ALLEGIANCE**

Those present recited the Pledge of Allegiance.

*Council President Nieves joined the meeting at 7:05 p.m. and assumed the Chairmanship.*

**ROLL CALL**

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

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



**MINUTES FOR APPROVAL:**

• September 5, 2023

**\*\* COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE SEPTEMBER 5, 2023 MEETING.**

**\*\* COUNCIL MEMBER SMITH SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 5, 2023 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

**PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:**

138-22 Request from OPED to Order a Public Hearing for November 6, 2023 at 7:00 p.m. re: Proposed Resolution Authorizing a PILOT and Tax Incentive Development Agreement for the Fuel Cell Development Project located at 1225 Central Avenue.

**\*\* COUNCIL MEMBER VALLE MOVED AGENDA ITEM 138-22 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR NOVEMBER 6, 2023 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A PILOT AND TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE FUEL CELL DEVELOPMENT PROJECT LOCATED AT 1225 CENTRAL AVENUE.**

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

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

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

138-22 Communication from OPED re: Proposed Resolution Authorizing a PILOT and Tax Incentive Development Agreement for the Fuel Cell Development Project located at 1225 Central Avenue, referred to Economic and Community Development and Environment Committee.

**\*\* COUNCIL MEMBER CASTILLO MOVED AGENDA ITEM 138-22 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A PILOT AND TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE FUEL CELL DEVELOPMENT PROJECT LOCATED AT 1225 CENTRAL AVENUE, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

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

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

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

**\*115-22 Budget and Appropriations Committee Report re: Approval of the De-Authorization of Five (5) Projects previously approved for Bonding Authority.**

**\*122-22 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24312).**

**\*124-22 Contracts Committee Report re: Nomination of Elizabeth Rivera-Rodriguez for the Appointment to the City's Director of Health Position.**

**\*125-22 Contracts Committee Report re: 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.**

**\*126-22 Contracts Committee Report re: Tower Cell Site Lease Agreement with DISH Wireless, L.L.C. for the Installation of Antennas and other Equipment at Kennedy Stadium.**

**\*133-22 Contracts Committee Report re: Resolution and Small Cell Wireless Facilities Rights-of-Way and Access Agreement including Confidentiality and Non-Disclosure Agreement for the purpose of Facilitating Uniform Deployment of 5G Facilities within Connecticut Cities.**

**\*121-22 Education and Social Services Committee Report re: Grant Submission: Connecticut State Department of Education FY 24 After-School Health Disparities Grant for Grades K-12 (Lighthouse After-School Program).**

Council President Nieves asked if anyone wished to remove an item from the Consent Agenda. There was no response.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED THE FOLLOWING CONSENT AGENDA:**

**\*115-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF THE DE-AUTHORIZATION OF FIVE (5) PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY.**

**\*122-22 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE FY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (#24312).**

**\*124-22 CONTRACTS COMMITTEE REPORT RE: NOMINATION OF ELIZABETH RIVERA-RODRIGUEZ FOR THE APPOINTMENT TO THE CITY'S DIRECTOR OF HEALTH POSITION.**

**\*125-22 CONTRACTS COMMITTEE REPORT RE: 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.**

**\*126-22 CONTRACTS COMMITTEE REPORT RE: TOWER CELL SITE LEASE AGREEMENT WITH DISH WIRELESS, L.L.C. FOR THE INSTALLATION OF ANTENNAS AND OTHER EQUIPMENT AT KENNEDY STADIUM.**

**\*133-22 CONTRACTS COMMITTEE REPORT RE: RESOLUTION AND SMALL CELL WIRELESS FACILITIES RIGHTS-OF-WAY AND ACCESS AGREEMENT INCLUDING CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR THE PURPOSE OF FACILITATING UNIFORM DEPLOYMENT OF 5G FACILITIES WITHIN CONNECTICUT CITIES.**

**\*121-22 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT STATE DEPARTMENT OF EDUCATION FY 24 AFTER-SCHOOL HEALTH DISPARITIES GRANT FOR GRADES K-12 (LIGHTHOUSE AFTER-SCHOOL PROGRAM).**

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

**MATTERS TO BE ACTED UPON:**

**116-22 Budget and Appropriations Committee Report re: Approval of General Obligation Bonds for the John Winthrop Elementary School Renovate/New Project.**

**\*\* COUNCIL MEMBER LYONS MOVED THE ITEM.  
\*\* COUNCIL MEMBER BURNS SECONDED.**

Council Member Vizzo-Paniccia said that they had not received any documents in writing about adding a wing to the school for the Anna Baum Skane School. She said that she was worried about the Skane School would be ignored. She would not like the Skane School to be absorbed into Winthrop

Council Member Burns said that he would like to acknowledge Council Member Vizzo-Paniccia's comments which were very clear about the Skane School. A whereas clause about the Skane School was added to the resolution and State resolution now includes the additional clause Council Member Newton said they made sure that the Skane School would have its own facility. He said that it was understood that both schools would be on the same campus. This project will be similar to another school project that was done earlier.

Council Member Lyons said that she had the same concerns and looked into this issue. Winthrop needs repair and she thanked her colleagues for having this addressed.

Council Member Vizzo-Paniccia said that she was not against the project, but simply worried that the school would be absorbed into Winthrop.

Council Member McBride-Lee said that her concern was that the students at Skane were not receiving the instruction and guidance they need. Discussion followed.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 116-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF GENERAL OBLIGATION BONDS FOR THE JOHN WINTHROP ELEMENTARY SCHOOL RENOVATE/NEW PROJECT PASSED WITH THIRTEEN (13) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND TWO (2) OPPOSED (VIZZO-PANICCIA AND MCBRIDE-LEE).**

**17-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Adoption of the Affordable Housing Plan.**

**\*\* COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 17-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ADOPTION OF THE AFFORDABLE HOUSING PLAN.**

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

Council Member Mack said that this item has been around for a while and there needs to be more work done than just having a plan.

Council Member Burns pointed out that this was a State Mandate and needs to be done.

Council Member Newton said that the State wants the municipalities to have an Affordable Housing Plan. He said that his concern was that it might put the City in jeopardy with the State. Council Member Newton asked if there was a deadline. Atty. Anastasi said that he did not know if there was a deadline. Discussion followed.

**\*\* COUNCIL MEMBER CRUZ WITHDREW HIS MOTION.**

**\*\* COUNCIL MEMBER HERRON WITHDREW HER SECOND.**

**\*\* COUNCIL MEMBER BURNS MOVED AGENDA ITEM 17-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ADOPTION OF THE AFFORDABLE HOUSING PLAN.**

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

Council Member Lyons said that it would be important to have a clarification on what the State means by Affordable Housing.

Council Member Newton said that they could change the Plan or add to it as they see fit. If the City doesn't have a plan, it looks like they are not doing their job.

Atty. Anastasi said 8-32j said the City could amend the plan every five years, but they are free to amend it when they wish to. Discussion followed.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 17-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE:**

**RESOLUTION AUTHORIZING THE ADOPTION OF THE AFFORDABLE HOUSING PLAN PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, SMITH, BOYD, HERRON, VIZZO-PANICCIA, LYONS, ROMAN-CHRISTY, MCBRIDE-LEE, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (MACK).**

**UNFINISHED BUSINESS:**

**\*93-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.**

**\*94-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended.**

**\*\* COUNCIL MEMBER BURNS MOVED TO TABLE AND SEND THE FOLLOWING ITEMS BACK TO COMMITTEE:**

**\*93-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ACQUISITION OF CHRONICALLY VACANT AND BLIGHTED PROPERTIES IN ACCORDANCE WITH THE HOLLOW NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED.**

**\*94-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ACQUISITION OF A CHRONICALLY VACANT AND BLIGHTED PROPERTY AT 330 MYRTLE AVENUE IN ACCORDANCE WITH THE SOUTH END NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED.**

**\*\* COUNCIL MEMBER MACK SECONDED.**

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

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

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

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

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO TABLE AGENDA ITEM 112-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF SOLEDAD NUNEZ (D) TO THE PLANNING AND ZONING COMMISSION.**

**\*\* THERE WAS A SECOND.**

**\*\* THE MOTION TO TABLE AGENDA ITEM 112-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF SOLEDAD NUNEZ (D) TO THE PLANNING AND ZONING COMMISSION PASSED WITH EIGHT (8) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS AND VIZZO-PANICCIA) AND SEVEN (7) AGAINST (MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON).**

Council Member Newton was given a point of personal privilege. He said that the Mayor has the Emergency Power to appoint people. He pointed out that people don't want to serve because the Council gives people such a hard time.

**ADJOURNMENT**

**\*\* COUNCIL MEMBER ROMAN-CHRISTY MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER MCBRIDE-LEE SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:44 p.m.

Respectfully submitted,

Telesco Secretarial Services.



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

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

October 11, 2023

City Clerk  
45 Lyon Terrace  
Bridgeport CT 06604

**Re: PILOT Agreement and Tax Incentive Development Agreement  
Fuel Cell Development Project - 1225 Central Avenue**

**Request for a Public Hearing Before the Full Council on Monday, November 6th**

**Referral to the Joint ECDE Committee Meeting of Wednesday, October 18th**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize the attached *PILOT Agreement and Tax Incentive Development Agreement for the Fuel Cell Development Project at 1225 Central Avenue.*

This item will require a public hearing, which we request be ordered for the full City Council meeting of Monday, November 6, 2023.

This item is for referral to the ECDE Committee meeting of Wednesday, October 18<sup>th</sup>

Thank you.

Truly yours,

*Bill Coleman*

Bill Coleman  
Deputy Director

C: Thomas Gill, Director  
Ronald Pacacha, Esq.  
Thomas Gaudett

RECEIVED  
CITY CLERK'S OFFICE  
23 OCT 11 PM 4:00  
WILLIAM J. COLEMAN

**Resolution**  
**Authorizing a Tax Incentive Development Agreement for the**  
**1225 Central Avenue Fuel Cell Project**

**WHEREAS**, per *Public Act No. 18-50 (An Act Concerning Connecticut's Energy Future*, (the "**Act**"), the State of Connecticut Public Utilities Regulatory Authority ("**PURA**") requires that electric suppliers and electric distribution companies produce a certain percentage of their electricity from Class 1 Renewable Energy Sources, which include such sources as solar, wind, and fuel cells (each, a "**Class 1 Renewable**");

**WHEREAS** pursuant to the Act, the United Illuminating Company ("**UI**") sought to procure the supply of such Class 1 Renewables via a Request for Proposals issued January 21, 2022 (the "**RFP**") pursuant to the Shared Clean Energy Facility Program ("**SCEF**");

**WHEREAS**, pursuant to the RFP, UI selected a 4 Megawatt Fuel Cell Installation (the "**Project**") proposed by VFS LLC located in Clarkston, Michigan (the "**Developer**") and entered into a *SCEF Tariff Terms Agreement* (the "**SCEF Agreement**") with the Developer, which was approved by PURA on May 27, 2022 pursuant to *Section 16-244z-- Renewable Energy Tariffs Connecticut General Statutes* and pursuant to the *PURA Decision of February 18, 2019 in Docket No. 19-07-01- Review of Statewide SCEF Program Requirements*;

**WHEREAS**, the SCEF Agreement has a term of twenty (20) years commencing either from the first day of the month following the Approval to Energize Date listed on United Illuminating issued Approval to Energize letter to the system owner, which shall be a date not later than May 27, 2025 (the "**In-Service Date**");

**WHEREAS**, all taxes currently due on 1225 Central Avenue, a portion of which, by agreement or other mechanism, includes the proposed Fuel Cell Property (defined below), shall continue to be paid through the In-Service Date;



**WHEREAS**, the Developer shall invest approximately Fifteen million (\$15,000,000) dollars in the Project (the "**Project Investment**") and shall construct and install the Project, which Project shall be located on a portion of the existing approximately 50,000 sq. ft. property located at 1225 Central Avenue (the "**Property**");

**WHEREAS**, the Property on which the Project will be located is owned by WC McBride Realty Management LLC (the "**Property Owner**") and contains within it an area of approximately 17,000 square feet upon which the Project will be developed, all as more particularly depicted on the attached **Exhibit A** (the "**Fuel Cell Property**");

**WHEREAS**, the Developer shall be responsible for obtaining approvals consistent with local land use regulations and other applicable law and consistent with the requirements of the SCEF Agreement;

**WHEREAS**, in consideration of the Developer making the Project Investment and constructing the Project, the City is willing to enter into this Agreement;

**WHEREAS**, the Property Owner shall enter into an agreement with the Developer on terms consistent with the SCEF Agreement for a term of twenty (20) years commencing on the In-Service Date (the "**Owner-Developer Agreement**");

**WHEREAS**, the Developer will construct this Project on the Fuel Cell Property, which is a former Brownfields site that is currently vacant, in accordance with the SCEF Agreement, and in a way that will improve the appearance of the area;

**WHEREAS** the Project will provide clean energy by way of a Class 1 Renewable Energy source, improve the Fuel Cell Property, and will generate renewable energy to the New England power grid, all of which are in the City's best interest;

**WHEREAS**, although as a Class 1 Renewable Energy Source, the Project is exempt from property tax under State law, the Property Owner and the Developer have requested that the City authorize the establishment of a fixed annual combined real and personal property tax payment schedule to be in effect for a twenty (20)-year period to correspond with the SCEF Agreement

so as to provide the Project with the financial stability and predictability that the Developer requires to attract the capital for the Project's construction and operation;

**WHEREAS**, the tax payments made to the City per this tax payment schedule (as more particularly depicted in **Exhibit B** attached hereto) would total \$1.5 million;

**WHEREAS**, included with this resolution, and attached as **Exhibit C**, is a proposed tax incentive development agreement (the "**Tax Incentive Development Agreement**") that will be executed substantially in the form attached;

**WHEREAS**, the Office of Planning and Economic Development ("**OPED**") has determined that the Project is eligible for consideration under the City's Tax Incentive Development Program in accordance with Chapter 3.20 of the Bridgeport Municipal Code and in accordance with Section 7-498 of the Connecticut General Statutes;

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of the Office of Planning and Economic Development is hereby authorized to enter into the Tax Incentive Development Agreement in accordance with this resolution and the Tax Incentive Development Program;

**BE IT FURTHER RESOLVED THAT** the Director of the Office of Planning and Economic Development is authorized to negotiate and execute such other agreements and to take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution in the best interests of the City, subject to the review and approval of the Office of the City Attorney.

Exhibit A

# 4 MEGAWATT FUEL CELL POWER PLANT INSTALLATION

BRIDGEPORT, CONNECTICUT 06607

**SITE:**  
 4 MW FUEL CELL POWER PLANT INSTALLATION  
 1225 CENTRAL AVE  
 BRIDGEPORT, CT 06607

**ENGINEER:**  
 INNOVATIVE CONSTRUCTION & DESIGN SOLUTIONS, LLC  
 10 WHITE WOOD LANE  
 N. BRANFORD, CT 06471  
 (203) 453-8596

**PROPERTY OWNER CONTACT:**  
 WC MCBRIDE REALTY MANAGEMENT, LLC  
 WILLIE MCBRIDE  
 1027 FARFIELD AVENUE, 2nd FLOOR  
 BRIDGEPORT, CT 06605

**GENERATOR OWNER:**  
 VFS LLC  
 5827 TEREX  
 CLARKSTON, MI 48346

REV	DATE	DESCRIPTION
1		ISSUE FOR PERMITTING



CS1.0

SITE INFORMATION	PERMITTING INFORMATION	CODES	PROJECT DESCRIPTION	BLOOM ENERGY FAQ'S
<p><b>SITE INFORMATION</b></p> <p><b>PROJECT INFORMATION:</b>            PROJECT NAME: 4 MW FUEL CELL POWER PLANT            PROJECT ADDRESS: 1225 CENTRAL AVE, BRIDGEPORT, CT 06607            PROJECT CONTACT: VFS LLC, 5827 TEREX, CLARKSTON, MI 48346</p> <p><b>PERMITTING INFORMATION:</b>            PERMITTING AGENCIES: STRATFORD TOWN ENGINEERING DEPARTMENT, BRIDGEPORT POLICE DEPARTMENT, BRIDGEPORT FIRE DEPARTMENT            PERMITTING CONTACTS: STRATFORD TOWN ENGINEERING DEPARTMENT (937) 438-2300, BRIDGEPORT POLICE DEPARTMENT (937) 438-2300, BRIDGEPORT FIRE DEPARTMENT (937) 438-2300</p> <p><b>ADDITIONAL INFORMATION:</b>            PROJECT NUMBER: 1225-001            PROJECT DATE: 08/15/2011            PROJECT STATUS: IN PROGRESS</p>	<p><b>PERMITTING INFORMATION</b></p> <p><b>REGULATORY AGENCIES:</b>            STRATFORD TOWN ENGINEERING DEPARTMENT            BRIDGEPORT POLICE DEPARTMENT            BRIDGEPORT FIRE DEPARTMENT</p> <p><b>CONTACT INFORMATION:</b>            STRATFORD TOWN ENGINEERING DEPARTMENT: (937) 438-2300            BRIDGEPORT POLICE DEPARTMENT: (937) 438-2300            BRIDGEPORT FIRE DEPARTMENT: (937) 438-2300</p>	<p><b>CODES</b></p> <p><b>INTERNATIONAL BUILDING CODE (IBC)</b>            2009 INTERNATIONAL MECHANICAL CODE (IMC)            2009 INTERNATIONAL ELECTRICAL CODE (IEEC)</p>	<p><b>PROJECT DESCRIPTION</b></p> <p>The project consists of the installation of a 4 MW fuel cell power plant at the site located at 1225 Central Ave, Bridgeport, CT. The plant will be housed in a new building and will be connected to the existing power lines. The plant will be used to generate electricity for the site.</p>	<p><b>BLOOM ENERGY FAQ'S</b></p> <p>1. What is a Bloom Energy Stack?      A Bloom Energy Stack is a solid oxide fuel cell (SOFC) system that generates electricity from natural gas. It is a clean, efficient, and reliable power source that can be used in a variety of applications.</p> <p>2. How does a Bloom Energy Stack work?      A Bloom Energy Stack works by converting natural gas into electricity through a chemical reaction. The reaction takes place in a series of cells, each of which contains a ceramic electrolyte. The electrolyte allows oxygen ions to flow from the air to the fuel, where they combine with the fuel to produce electricity.</p> <p>3. What are the benefits of a Bloom Energy Stack?      Bloom Energy Stacks offer several advantages over traditional power generation technologies. They are clean, efficient, and reliable. They also have a long life span and require minimal maintenance.</p> <p>4. How long does a Bloom Energy Stack last?      A Bloom Energy Stack is designed to last for up to 40,000 hours of operation, which is equivalent to about 4.5 years of continuous operation.</p> <p>5. What are the safety features of a Bloom Energy Stack?      Bloom Energy Stacks are designed with multiple safety features to ensure safe operation. These features include automatic shut-down capabilities, fire protection, and gas leak detection.</p> <p>6. How is a Bloom Energy Stack installed?      The installation of a Bloom Energy Stack is a complex process that requires specialized expertise. Bloom Energy provides a turnkey solution that includes design, installation, and commissioning.</p> <p>7. How much does a Bloom Energy Stack cost?      The cost of a Bloom Energy Stack varies depending on the size of the system and the specific application. However, the cost has decreased significantly in recent years, making it a more attractive option for many customers.</p> <p>8. How do I get more information about Bloom Energy Stacks?      You can visit our website at <a href="http://www.bloomenergy.com">www.bloomenergy.com</a> or contact us directly at (800) 453-8596.</p>
<p><b>VICINITY MAP (N7E)</b></p>			<p><b>DRAWING INDEX</b></p> <p>SEE OTHER SHEETS            GENERAL ARRANGEMENTS            ELECTRICAL CONNECTIONS</p>	
<p><b>REFERENCE DOCUMENTS</b></p> <p>1. 2009 INTERNATIONAL BUILDING CODE (IBC)            2. 2009 INTERNATIONAL MECHANICAL CODE (IMC)            3. 2009 INTERNATIONAL ELECTRICAL CODE (IEEC)            4. 2009 INTERNATIONAL FIRE CODE (IFC)            5. 2009 INTERNATIONAL PLUMBING CODE (IPC)            6. 2009 INTERNATIONAL SWEAT PIPE CODE (ISPC)            7. 2009 INTERNATIONAL MECHANICAL INSULATION CODE (IMC-INT)</p>			<p><b>BLOOM ENERGY FAQ'S</b></p> <p>1. What is a Bloom Energy Stack?      A Bloom Energy Stack is a solid oxide fuel cell (SOFC) system that generates electricity from natural gas. It is a clean, efficient, and reliable power source that can be used in a variety of applications.</p> <p>2. How does a Bloom Energy Stack work?      A Bloom Energy Stack works by converting natural gas into electricity through a chemical reaction. The reaction takes place in a series of cells, each of which contains a ceramic electrolyte. The electrolyte allows oxygen ions to flow from the air to the fuel, where they combine with the fuel to produce electricity.</p> <p>3. What are the benefits of a Bloom Energy Stack?      Bloom Energy Stacks offer several advantages over traditional power generation technologies. They are clean, efficient, and reliable. They also have a long life span and require minimal maintenance.</p> <p>4. How long does a Bloom Energy Stack last?      A Bloom Energy Stack is designed to last for up to 40,000 hours of operation, which is equivalent to about 4.5 years of continuous operation.</p> <p>5. What are the safety features of a Bloom Energy Stack?      Bloom Energy Stacks are designed with multiple safety features to ensure safe operation. These features include automatic shut-down capabilities, fire protection, and gas leak detection.</p> <p>6. How is a Bloom Energy Stack installed?      The installation of a Bloom Energy Stack is a complex process that requires specialized expertise. Bloom Energy provides a turnkey solution that includes design, installation, and commissioning.</p> <p>7. How much does a Bloom Energy Stack cost?      The cost of a Bloom Energy Stack varies depending on the size of the system and the specific application. However, the cost has decreased significantly in recent years, making it a more attractive option for many customers.</p> <p>8. How do I get more information about Bloom Energy Stacks?      You can visit our website at <a href="http://www.bloomenergy.com">www.bloomenergy.com</a> or contact us directly at (800) 453-8596.</p>	

**Cabezas DeAngelis**  
ENGINEERS & ARCHITECTS  
200 WEST MAIN STREET  
BRIDGEPORT, CT 06610  
TEL: 203.338.4444  
FAX: 203.338.4444

CHRISTOPHER A. DONAGALE, P.E.

NO.	DATE	DESCRIPTION
1	08/15/17	DESIGN TECH. REVIEW
2	08/15/17	DESIGN SUBMITTAL
3	08/15/17	REVISIONS

**PROPOSED COMMERCIAL BUILDING & SITE IMPROVEMENTS**  
- FOR PROPERTY LOCATED AT -  
1208-1275 CENTRAL AVENUE & 169-175 WILSTON STREET  
BRIDGEPORT, CT  
- PREPARED FOR -  
WC MCBRIDE REALTY MANAGEMENT, LLC  
1027 FAIRFIELD AVENUE, 181 FLOOR, BRIDGEPORT, CT 06605

**DEMOLITION, EXIST. CONDITIONS AND SOIL EROSION & SEDIMENT CONTROL PLAN**

PROJECT NO: 2019-17  
DATE: 30 AUGUST 2019  
DWC No: C-1

SHEET NO. OF 3  
DESIGNED BY: [Name]  
DRAWN BY: [Name]  
CHECKED BY: [Name]

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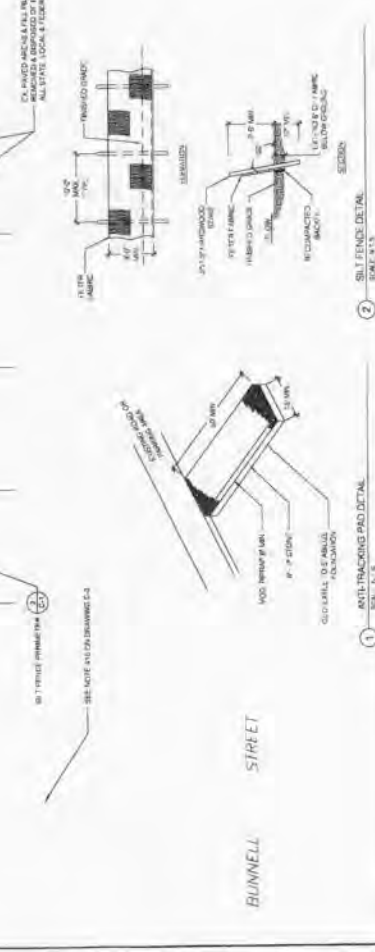
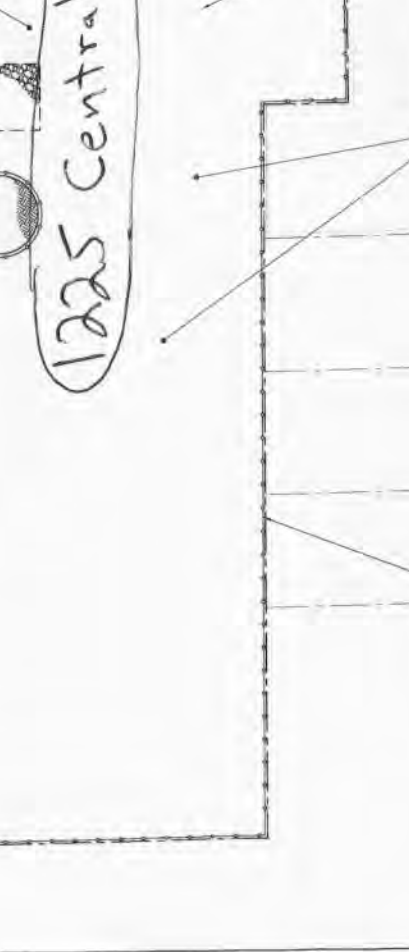
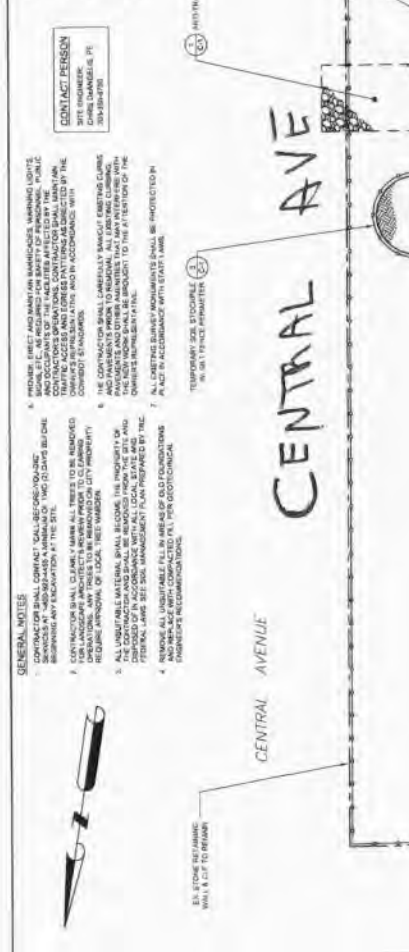
**LOCATION MAP**  
SCALE: 1" = 100'

**SEDIMENT AND EROSION CONTROL INSTITUTE**  
THE INSTITUTE OF EROSION CONTROL AND SEDIMENTATION (ICES) IS A NON-PROFIT ORGANIZATION DEDICATED TO THE PROMOTION OF EROSION CONTROL AND SEDIMENTATION PRACTICES THROUGHOUT THE WORLD. ICES IS A LEADING AUTHORITY IN THE FIELD OF EROSION CONTROL AND SEDIMENTATION, AND ITS PRACTICES ARE WIDELY RECOGNIZED AND RESPECTED BY THE PROFESSION AND THE PUBLIC AHEAD.

**PROJECT DESCRIPTION**  
THIS PROJECT IS THE CONSTRUCTION OF A COMMERCIAL BUILDING AND RELATED SITE IMPROVEMENTS. THE PROJECT IS SCHEDULED TO BEGIN IN THE FALL OF 2019. THE PROJECT IS LOCATED AT THE INTERSECTION OF CENTRAL AVENUE AND WILSTON STREET IN BRIDGEPORT, CT. THE PROJECT IS A 100,000 SQ. FT. COMMERCIAL BUILDING WITH A 20,000 SQ. FT. GARAGE. THE PROJECT IS A 100,000 SQ. FT. COMMERCIAL BUILDING WITH A 20,000 SQ. FT. GARAGE. THE PROJECT IS A 100,000 SQ. FT. COMMERCIAL BUILDING WITH A 20,000 SQ. FT. GARAGE.

**DEMOLITION AND EROSION CONTROL NOTES**  
1. ALL EXISTING DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.  
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9. ALL EXISTING DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.  
10. ALL EXISTING DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.

- CONSTRUCTION SEQUENCE**
1. DEMOLITION OF EXISTING STRUCTURES
  2. EROSION CONTROL MEASURES
  3. FOUNDATION WORK
  4. CONSTRUCTION OF FOUNDATION WALLS
  5. CONSTRUCTION OF FOUNDATION SLABS
  6. CONSTRUCTION OF FOUNDATION BEAMS
  7. CONSTRUCTION OF FOUNDATION COLUMNS
  8. CONSTRUCTION OF FOUNDATION ROOF
  9. CONSTRUCTION OF FOUNDATION FLOOR
  10. CONSTRUCTION OF FOUNDATION CEILING
  11. CONSTRUCTION OF FOUNDATION EXTERIOR WALLS
  12. CONSTRUCTION OF FOUNDATION INTERIOR WALLS
  13. CONSTRUCTION OF FOUNDATION PARTITIONS
  14. CONSTRUCTION OF FOUNDATION STAIRS
  15. CONSTRUCTION OF FOUNDATION ELEVATORS
  16. CONSTRUCTION OF FOUNDATION MECHANICAL ROOMS
  17. CONSTRUCTION OF FOUNDATION ELECTRICAL ROOMS
  18. CONSTRUCTION OF FOUNDATION PLUMBING ROOMS
  19. CONSTRUCTION OF FOUNDATION HVAC ROOMS
  20. CONSTRUCTION OF FOUNDATION ROOFING
  21. CONSTRUCTION OF FOUNDATION SITES
  22. CONSTRUCTION OF FOUNDATION LANDSCAPING
  23. CONSTRUCTION OF FOUNDATION PAVING
  24. CONSTRUCTION OF FOUNDATION SIGNAGE
  25. CONSTRUCTION OF FOUNDATION UTILITIES
  26. CONSTRUCTION OF FOUNDATION SECURITY
  27. CONSTRUCTION OF FOUNDATION ACCESSIBILITY
  28. CONSTRUCTION OF FOUNDATION ENERGY EFFICIENCY
  29. CONSTRUCTION OF FOUNDATION SUSTAINABILITY
  30. CONSTRUCTION OF FOUNDATION FINISHES
- CONTACT PERSON**  
SUE CHAMBERLAIN, PE  
203.338.4444
- GENERAL NOTES**
1. PROVIDE DIRECT AND INDIRECT WARNING LIGHTS TO ALL OCCUPANTS OF THE FACILITY AFFECTED BY THE CONSTRUCTION. THE LIGHTS SHALL BE PLACED AT THE ENTRANCE TO THE FACILITY AND AT THE ENTRANCE TO THE CONSTRUCTION SITE.
  2. THE CONSTRUCTION SHALL BE COMPLETED WITHIN THE PERMITTED TIME FRAME. ALL DELAYS SHALL BE REPORTED TO THE CITY OF BRIDGEPORT IMMEDIATELY.
  3. THE CONSTRUCTION SHALL BE COMPLETED WITHIN THE PERMITTED TIME FRAME. ALL DELAYS SHALL BE REPORTED TO THE CITY OF BRIDGEPORT IMMEDIATELY.
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**LEGEND AND ABBREVIATIONS**

- PROPERTY LINE
- AS 11/25/17

**GRAPHIC SCALE**

1" = 100'

**ANTI-TRACKING PAD DETAIL**  
SCALE: 1" = 10'

**SOIL FENCE DETAIL**  
SCALE: 1" = 10'

**TEMPORARY SOIL STOCKPILE**  
SCALE: 1" = 10'



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	2/28/19
2	ISSUED FOR PERMIT	2/28/19
3	ISSUED FOR PERMIT	2/28/19
4	ISSUED FOR PERMIT	2/28/19

**PROPOSED COMMERCIAL BUILDING & SITE IMPROVEMENTS**  
 . FOR PROPERTY LOCATED AT .  
 1209-1275 CENTRAL AVENUE & 169-175 WILSTON STREET  
 BRIDGEPORT, CT  
 PREPARED FOR:  
 W.C. MCBRIDE REALTY MANAGEMENT, LLC  
 1027 FAIRFIELD AVENUE, 187 FLOOR, BRIDGEPORT, CT 06605

**GRADING, DRAINAGE & UTILITY PLAN**  
 SHEET TITLE

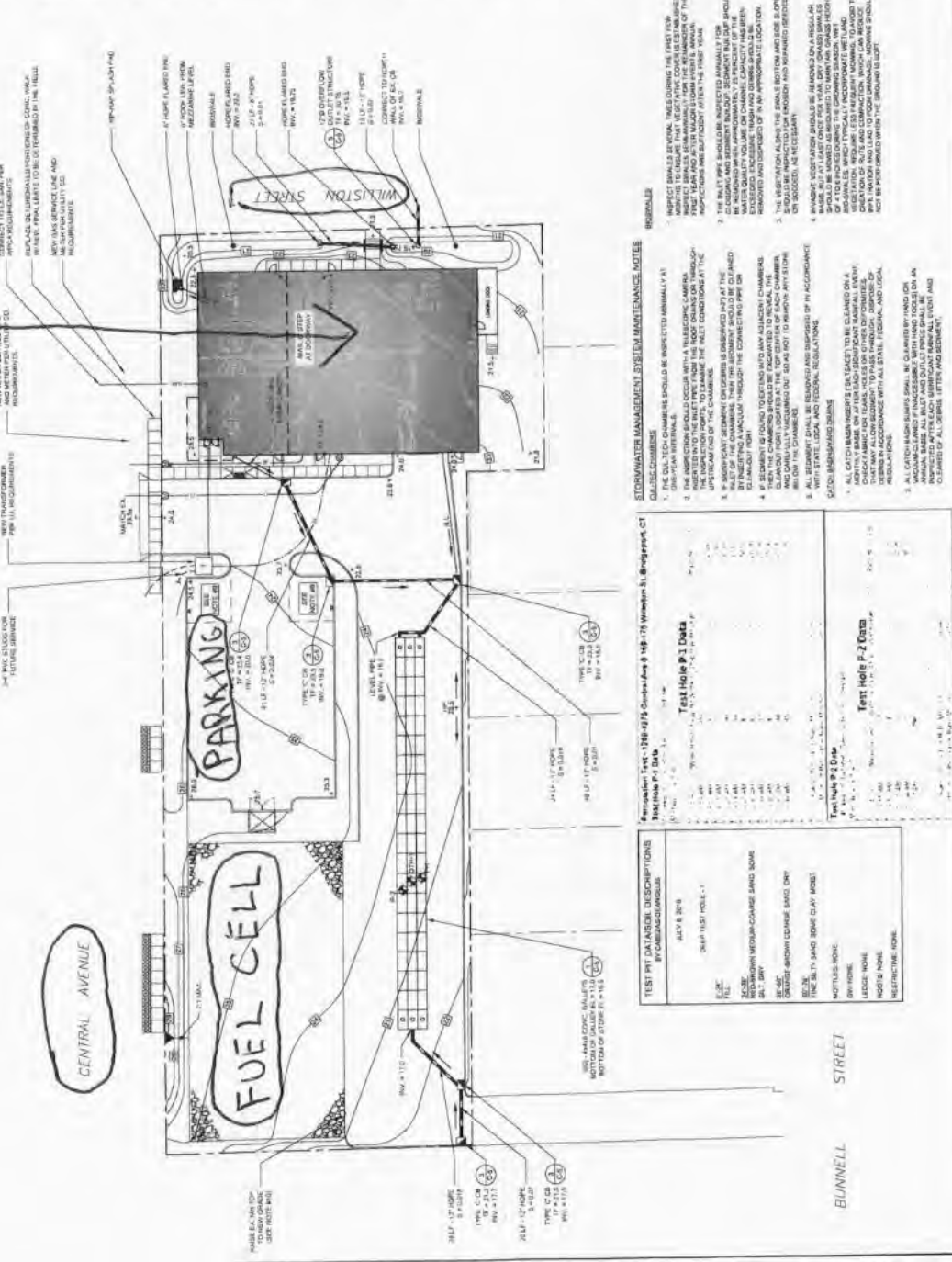
FILE NO.	2019-17
DATE	30 AUGUST 2019
DATE	C-3
SHEET #	OF 3
DESIGNED	CHKD
DRAWN	BY
CHECKED	DATE

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W.C. McBride Electric



- NOTES**
- CONTRACTOR SHALL CONTACT CALLER (OR-REGISTERED SURVEYORS) TO DETERMINE THE LOCATION OF ANY EXISTING UTILITY LINES BEFORE BEGINNING ANY CONSTRUCTION AT THE SITE.
  - CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES BEFORE BEGINNING ANY CONSTRUCTION.
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- LEGEND AND ABBREVIATIONS**
- STORM DRAIN (EX)
  - STORM DRAIN (PROP)
  - CATCH BASIN (PROP)
  - SPYHOLE BASIN (PROP)
  - CATCH BASIN (EX)
  - MANHOLE (EXISTING 54\"/>



**TEST PIT DATA**

TEST PIT	DEPTH	DESCRIPTION
TEST PIT #1	1.5' - 3.0'	CLAY
TEST PIT #2	3.0' - 4.5'	MEDIUM-COARSE SAND
TEST PIT #3	4.5' - 6.0'	CLAY
TEST PIT #4	6.0' - 7.5'	MEDIUM-COARSE SAND
TEST PIT #5	7.5' - 9.0'	CLAY

**TEST PIT #1 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	CLAY
0.5 - 1.0	CLAY
1.0 - 1.5	CLAY
1.5 - 2.0	CLAY
2.0 - 2.5	CLAY
2.5 - 3.0	CLAY
3.0 - 3.5	CLAY
3.5 - 4.0	CLAY
4.0 - 4.5	CLAY
4.5 - 5.0	CLAY
5.0 - 5.5	CLAY
5.5 - 6.0	CLAY
6.0 - 6.5	CLAY
6.5 - 7.0	CLAY
7.0 - 7.5	CLAY
7.5 - 8.0	CLAY
8.0 - 8.5	CLAY
8.5 - 9.0	CLAY
9.0 - 9.5	CLAY
9.5 - 10.0	CLAY

**TEST PIT #2 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	MEDIUM-COARSE SAND
0.5 - 1.0	MEDIUM-COARSE SAND
1.0 - 1.5	MEDIUM-COARSE SAND
1.5 - 2.0	MEDIUM-COARSE SAND
2.0 - 2.5	MEDIUM-COARSE SAND
2.5 - 3.0	MEDIUM-COARSE SAND
3.0 - 3.5	MEDIUM-COARSE SAND
3.5 - 4.0	MEDIUM-COARSE SAND
4.0 - 4.5	MEDIUM-COARSE SAND
4.5 - 5.0	MEDIUM-COARSE SAND
5.0 - 5.5	MEDIUM-COARSE SAND
5.5 - 6.0	MEDIUM-COARSE SAND
6.0 - 6.5	MEDIUM-COARSE SAND
6.5 - 7.0	MEDIUM-COARSE SAND
7.0 - 7.5	MEDIUM-COARSE SAND
7.5 - 8.0	MEDIUM-COARSE SAND
8.0 - 8.5	MEDIUM-COARSE SAND
8.5 - 9.0	MEDIUM-COARSE SAND
9.0 - 9.5	MEDIUM-COARSE SAND
9.5 - 10.0	MEDIUM-COARSE SAND

**TEST PIT #3 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	CLAY
0.5 - 1.0	CLAY
1.0 - 1.5	CLAY
1.5 - 2.0	CLAY
2.0 - 2.5	CLAY
2.5 - 3.0	CLAY
3.0 - 3.5	CLAY
3.5 - 4.0	CLAY
4.0 - 4.5	CLAY
4.5 - 5.0	CLAY
5.0 - 5.5	CLAY
5.5 - 6.0	CLAY
6.0 - 6.5	CLAY
6.5 - 7.0	CLAY
7.0 - 7.5	CLAY
7.5 - 8.0	CLAY
8.0 - 8.5	CLAY
8.5 - 9.0	CLAY
9.0 - 9.5	CLAY
9.5 - 10.0	CLAY

**TEST PIT #4 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	MEDIUM-COARSE SAND
0.5 - 1.0	MEDIUM-COARSE SAND
1.0 - 1.5	MEDIUM-COARSE SAND
1.5 - 2.0	MEDIUM-COARSE SAND
2.0 - 2.5	MEDIUM-COARSE SAND
2.5 - 3.0	MEDIUM-COARSE SAND
3.0 - 3.5	MEDIUM-COARSE SAND
3.5 - 4.0	MEDIUM-COARSE SAND
4.0 - 4.5	MEDIUM-COARSE SAND
4.5 - 5.0	MEDIUM-COARSE SAND
5.0 - 5.5	MEDIUM-COARSE SAND
5.5 - 6.0	MEDIUM-COARSE SAND
6.0 - 6.5	MEDIUM-COARSE SAND
6.5 - 7.0	MEDIUM-COARSE SAND
7.0 - 7.5	MEDIUM-COARSE SAND
7.5 - 8.0	MEDIUM-COARSE SAND
8.0 - 8.5	MEDIUM-COARSE SAND
8.5 - 9.0	MEDIUM-COARSE SAND
9.0 - 9.5	MEDIUM-COARSE SAND
9.5 - 10.0	MEDIUM-COARSE SAND

**TEST PIT #5 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	CLAY
0.5 - 1.0	CLAY
1.0 - 1.5	CLAY
1.5 - 2.0	CLAY
2.0 - 2.5	CLAY
2.5 - 3.0	CLAY
3.0 - 3.5	CLAY
3.5 - 4.0	CLAY
4.0 - 4.5	CLAY
4.5 - 5.0	CLAY
5.0 - 5.5	CLAY
5.5 - 6.0	CLAY
6.0 - 6.5	CLAY
6.5 - 7.0	CLAY
7.0 - 7.5	CLAY
7.5 - 8.0	CLAY
8.0 - 8.5	CLAY
8.5 - 9.0	CLAY
9.0 - 9.5	CLAY
9.5 - 10.0	CLAY

**TEST PIT #6 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	MEDIUM-COARSE SAND
0.5 - 1.0	MEDIUM-COARSE SAND
1.0 - 1.5	MEDIUM-COARSE SAND
1.5 - 2.0	MEDIUM-COARSE SAND
2.0 - 2.5	MEDIUM-COARSE SAND
2.5 - 3.0	MEDIUM-COARSE SAND
3.0 - 3.5	MEDIUM-COARSE SAND
3.5 - 4.0	MEDIUM-COARSE SAND
4.0 - 4.5	MEDIUM-COARSE SAND
4.5 - 5.0	MEDIUM-COARSE SAND
5.0 - 5.5	MEDIUM-COARSE SAND
5.5 - 6.0	MEDIUM-COARSE SAND
6.0 - 6.5	MEDIUM-COARSE SAND
6.5 - 7.0	MEDIUM-COARSE SAND
7.0 - 7.5	MEDIUM-COARSE SAND
7.5 - 8.0	MEDIUM-COARSE SAND
8.0 - 8.5	MEDIUM-COARSE SAND
8.5 - 9.0	MEDIUM-COARSE SAND
9.0 - 9.5	MEDIUM-COARSE SAND
9.5 - 10.0	MEDIUM-COARSE SAND

**TEST PIT #7 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	CLAY
0.5 - 1.0	CLAY
1.0 - 1.5	CLAY
1.5 - 2.0	CLAY
2.0 - 2.5	CLAY
2.5 - 3.0	CLAY
3.0 - 3.5	CLAY
3.5 - 4.0	CLAY
4.0 - 4.5	CLAY
4.5 - 5.0	CLAY
5.0 - 5.5	CLAY
5.5 - 6.0	CLAY
6.0 - 6.5	CLAY
6.5 - 7.0	CLAY
7.0 - 7.5	CLAY
7.5 - 8.0	CLAY
8.0 - 8.5	CLAY
8.5 - 9.0	CLAY
9.0 - 9.5	CLAY
9.5 - 10.0	CLAY

**TEST PIT #8 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	MEDIUM-COARSE SAND
0.5 - 1.0	MEDIUM-COARSE SAND
1.0 - 1.5	MEDIUM-COARSE SAND
1.5 - 2.0	MEDIUM-COARSE SAND
2.0 - 2.5	MEDIUM-COARSE SAND
2.5 - 3.0	MEDIUM-COARSE SAND
3.0 - 3.5	MEDIUM-COARSE SAND
3.5 - 4.0	MEDIUM-COARSE SAND
4.0 - 4.5	MEDIUM-COARSE SAND
4.5 - 5.0	MEDIUM-COARSE SAND
5.0 - 5.5	MEDIUM-COARSE SAND
5.5 - 6.0	MEDIUM-COARSE SAND
6.0 - 6.5	MEDIUM-COARSE SAND
6.5 - 7.0	MEDIUM-COARSE SAND
7.0 - 7.5	MEDIUM-COARSE SAND
7.5 - 8.0	MEDIUM-COARSE SAND
8.0 - 8.5	MEDIUM-COARSE SAND
8.5 - 9.0	MEDIUM-COARSE SAND
9.0 - 9.5	MEDIUM-COARSE SAND
9.5 - 10.0	MEDIUM-COARSE SAND

**TEST PIT #9 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	CLAY
0.5 - 1.0	CLAY
1.0 - 1.5	CLAY
1.5 - 2.0	CLAY
2.0 - 2.5	CLAY
2.5 - 3.0	CLAY
3.0 - 3.5	CLAY
3.5 - 4.0	CLAY
4.0 - 4.5	CLAY
4.5 - 5.0	CLAY
5.0 - 5.5	CLAY
5.5 - 6.0	CLAY
6.0 - 6.5	CLAY
6.5 - 7.0	CLAY
7.0 - 7.5	CLAY
7.5 - 8.0	CLAY
8.0 - 8.5	CLAY
8.5 - 9.0	CLAY
9.0 - 9.5	CLAY
9.5 - 10.0	CLAY

**TEST PIT #10 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	MEDIUM-COARSE SAND
0.5 - 1.0	MEDIUM-COARSE SAND
1.0 - 1.5	MEDIUM-COARSE SAND
1.5 - 2.0	MEDIUM-COARSE SAND
2.0 - 2.5	MEDIUM-COARSE SAND
2.5 - 3.0	MEDIUM-COARSE SAND
3.0 - 3.5	MEDIUM-COARSE SAND
3.5 - 4.0	MEDIUM-COARSE SAND
4.0 - 4.5	MEDIUM-COARSE SAND
4.5 - 5.0	MEDIUM-COARSE SAND
5.0 - 5.5	MEDIUM-COARSE SAND
5.5 - 6.0	MEDIUM-COARSE SAND
6.0 - 6.5	MEDIUM-COARSE SAND
6.5 - 7.0	MEDIUM-COARSE SAND
7.0 - 7.5	MEDIUM-COARSE SAND
7.5 - 8.0	MEDIUM-COARSE SAND
8.0 - 8.5	MEDIUM-COARSE SAND
8.5 - 9.0	MEDIUM-COARSE SAND
9.0 - 9.5	MEDIUM-COARSE SAND
9.5 - 10.0	MEDIUM-COARSE SAND

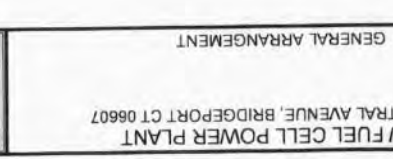
**TEST PIT #11 Data**

DEPTH (FEET)	DESCRIPTION
0.0 - 0.5	CLAY
0.5 - 1.0	CLAY
1.0 - 1.5	CLAY
1.5 - 2.0	CLAY
2.0 - 2.5	CLAY
2.5 - 3.0	CLAY
3.0 - 3.5	CLAY
3.5 - 4.0	CLAY
4.0 - 4.5	CLAY
4.5 - 5.0	CLAY
5.0 - 5.5	CLAY
5.5 - 6.0	CLAY
6.0 - 6.5	CLAY
6.5 - 7.0	CLAY
7.0 - 7.5	CLAY
7.5 - 8.0	CLAY
8.0 - 8.5	CLAY
8.5 - 9.0	CLAY
9.0 - 9.5	CLAY
9.5 - 10.0	CLAY

Project No.	GA1.0
Client	ICDS
Design No.	GA1.0
Scale	AS NOTED
Sheet No.	GA1.0
Revision	
Drawn By	
Checked By	
Approved By	

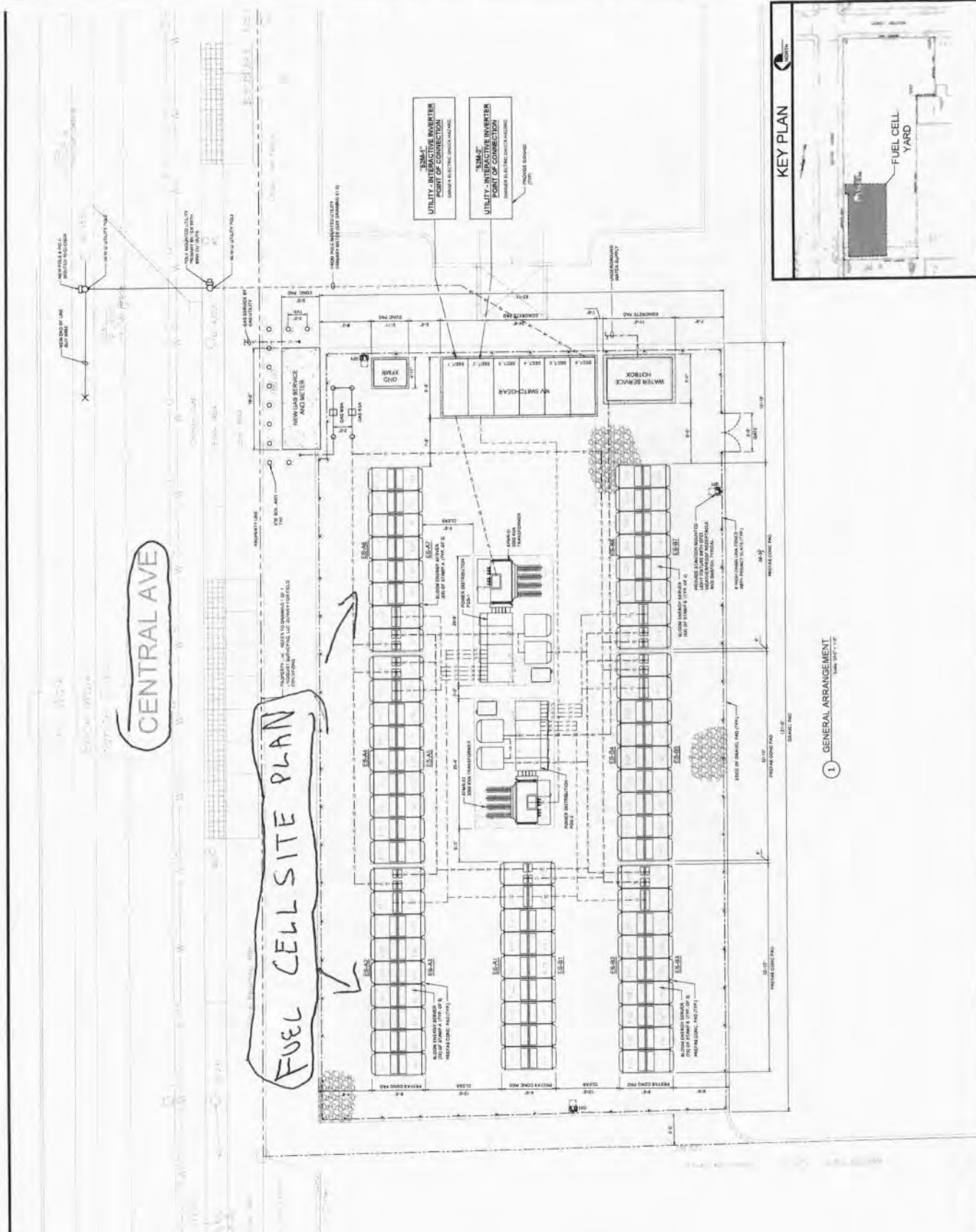


ICDS  
Innovative Construction & Design Solutions, LLC  
11000 Woodlands Blvd., Suite 100  
Houston, TX 77060  
Tel: 281-410-1000  
Fax: 281-410-1001  
www.icds.com



BloomEnergy  
10000 Woodlands Blvd., Suite 100  
Houston, TX 77060  
Tel: 281-410-1000  
Fax: 281-410-1001  
www.bloomenergy.com

GENERAL ARRANGEMENT  
4 MW FUEL CELL POWER PLANT  
1225 CENTRAL AVENUE, BRIDGEPORT CT 06607



**EXHIBIT B**

**Central Av Fuel Cell**

**Tax PMT Analysis**

Central Av Tax	75000
Central MW	4
Dominion MW	14.9
% comp MW	27%
Dominion Tax	250000

<u>Op Year</u>	<u>OPED Fix PMT</u>	<u>If By 27% of MW</u>	<u>Value with Depreciation</u>	<u>Dep Schedule</u>	<u>Assessed 70% Val</u>	Hypothetical	Taxes	Per Statute
						<u>Version 1 Full Tax</u>	<u>Abated</u>	<u>Version 2 Full Tax</u>
#1	75,000	67,114	13,500,000	0.9	9,450,000	410,603	(335,603)	0
#2	75,000	67,114	12,000,000	0.8	8,400,000	364,980	(289,980)	0
#3	75,000	67,114	10,500,000	0.7	7,350,000	319,358	(244,358)	0
#4	75,000	67,114	9,000,000	0.6	6,300,000	273,735	(198,735)	0
#5	75,000	67,114	7,500,000	0.5	5,250,000	228,113	(153,113)	0
#6	75,000	67,114	6,000,000	0.4	4,200,000	182,490	(107,490)	0
#7	75,000	67,114	4,500,000	0.3	3,150,000	136,868	(61,868)	0
#8	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#9	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#10	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#11	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#12	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#13	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#14	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#15	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#16	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#17	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#18	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#19	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
#20	75,000	67,114	3,000,000	0.2	2,100,000	91,245	(16,245)	0
<b>Total Tax</b>	<b>1,500,000</b>	<b>1,342,282</b>				<b>3,102,330</b>	<b>(1,602,330)</b>	<b>0</b>
							<b>-52%</b>	

**Notes**

MFC Const	15000000
Assessed %	0.7
Divisor	1000
Mill Rate	43.45
Date	10.11.2023

**EXHIBIT C**

**TAX PILOT AND TAX INCENTIVE DEVELOPMENT AGREEMENT BY AND BETWEEN**

**THE CITY OF BRIDGEPORT**

**AND**

**WC MCBRIDE REALTY MANAGEMENT LLC ("PROPERTY OWNER")**

**IN COOPERATION WITH VENTURE FUNDING SPECIALISTS LLC  
("DEVELOPER")**

WHEREAS, the Property Owner owns land located at 1225 Central Avenue, Bridgeport, Connecticut as more particularly bound and described in Schedule A attached hereto and made a part hereof (the "**Property**") and intends to enter into an agreement with Venture Funding Specialists LLC (the "**Developer**"), a fuel cell installation developer located in Clarkston, Michigan to build and operate a Class I Renewable Energy facility in the form of a fuel cell generating approximately 4MW of renewable energy, together with all rights to conduct maintenance, repairs and fuel stack replacements (the "**Project**") on the Property; and

WHEREAS, the portion of the Property on which the Project will be constructed is approximately 17,424 sq. ft. area (the "**Fuel Cell Property**") located on the Property, which is in a deteriorated, light industrial area of the City of Bridgeport; and

WHEREAS, Property Owner's rehabilitation of the Property would be beneficial to the City of Bridgeport ("**City**") by transforming it into a green energy facility; and

WHEREAS, the Developer was selected to develop the Project as a result of a Request For Proposals seeking suppliers of Class 1 Renewable Energy initiated by United Illuminating;

WHEREAS, the Developer and United Illuminating have entered into a tariff agreement (the "**SCEF Agreement**") that has been approved by the Connecticut Public Utilities Regulatory Authority ("**PURA**") pursuant to Sect. 16-244z of the General Statutes and by PURA Decision dated February 18, 2019 (Docket No. 19-07-01);

WHEREAS, the Developer shall be solely responsible for obtaining permits and approvals for the Project through local land use regulations and other applicable law in a manner consistent with the requirements of the SCEF Agreement;

WHEREAS, the Property Owner shall enter into an agreement with the Developer for the use of the Property to construct the Project on the Fuel Cell Property;



WHEREAS, the 20-year term of the SCEF Agreement will be consistent with the term of this Agreement, which shall commence on the first day of the month following the Approval to Energize Date listed on UI's issued Approval to Energize letter to the system owner, that is the Developer, which shall be a date no later than May 27, 2025 (the "**In-Service Date**");

WHEREAS, the Developer will construct the Project, including structures and other improvements to the Property, which would otherwise be subject to real and personal property taxes ("**Taxes**");

WHEREAS, although the Project is exempt from property taxes as a Class 1 Renewable Energy Source, the Property Owner and the Developer nevertheless want to enter into a tax incentive development agreement with the City to ensure a stable and combined real and personal property tax payment schedule, without which the Project would be unable to attract capital sufficient for its construction and operation;

WHEREAS, the Property Owner has applied for a payment-in-lieu-of-taxes ("**PILOT**") arrangement for the Property and the Project in accordance with Ch. 3.28 of the Bridgeport Municipal Code, the City's Tax Incentive Development Ordinance, as amended, which is in conformity with Connecticut General Statutes;

WHEREAS, the Office of Planning and Economic Development ("**OPED**") has determined that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the Developer's proposed project economically infeasible;

WHEREAS, the Property Owner's application for a PILOT has been reviewed by OPED, which has determined that the Project meets the requirements of the Ordinance;

WHEREAS, the parties agree the Property and the Project (collectively, the "**Development Property**") meets the definition of "development property" as defined in Connecticut General Statutes, Section 7-482, and the parties intend for the Development Property to be exempt from Taxes pursuant to Connecticut General Statutes Section 7-498;

WHEREAS, on \_\_\_\_\_, the Bridgeport City Council adopted a Resolution that authorizes the Director of the Office of Planning and Economic Development to negotiate and execute on behalf of the City this PILOT Agreement for payments in lieu of all Taxes commencing upon the In-Service Date and continuing thereafter for a period of twenty (20) years;

WHEREAS, the City is willing to enter into this agreement based upon the Property Owner's assurances that the Project will be constructed; and

WHEREAS, the scheduled PILOT Payments shall at all times during and following the respective assessment year constitute a valid and legally binding lien on the Project,

with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172,

NOW, THEREFORE, the City and the Property Owner agree as follows:

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

1. The Property Owner and the City hereby enter into this agreement (the "**PILOT Agreement**") for the Fuel Cell Property, which is a portion of the Property owned by the Property Owner, as provided herein providing for payments at an annual rate of Seventy-Five Thousand (\$75,000.00) Dollars, paid in semi-annual installments of \$37,500.00 each, for twenty(20) years following the In-Service Date (the "**Term**"), as more fully set forth on Exhibit "A" attached hereto, said payments (the "**PILOT Payments**") during the Term of this Agreement being in lieu of all otherwise applicable real and personal property Taxes on the Development Property.

2. The PILOT Payments stipulated under this PILOT Agreement shall be applicable only as defined herein and shall be due and payable in installments consistent with the schedule for tax payments and all PILOT obligations hereunder shall enjoy all the same rights and privileges, including lien priority, as set forth in Connecticut General Statutes, Section 12-172. It is a condition of this PILOT Agreement that all regularly assessed Taxes which become due between the date hereon and the commencement of the PILOT Payments or thereafter, shall be timely paid. Upon commencement of this PILOT Agreement and the PILOT Payments hereunder, if any PILOT Payment is in excess of thirty (30) days late, said outstanding payment shall bear interest at the statutory rate, currently 18% per annum. The City shall have the right to terminate this PILOT Agreement upon written notice to the Property Owner, sent by certified mail, return receipt requested, deposited in a repository of the United States Postal Service upon any of the following: (a) Any PILOT Payment is in arrears and is not cured with full interest paid within 365 days of the date initially due; (b) three (3) or more PILOT Payments have been in arrears in excess of 90 days; and/or (c) the Property Owner is in default of any other material obligations hereunder beyond any applicable cure period. In the event of a default under subsection (c) above not related to the timing of PILOT Payments, the City shall not terminate this PILOT Agreement without thirty (30) days' notice and a reasonable opportunity to cure the same. Termination of this PILOT Agreement shall not invalidate, increase, or otherwise impact previous tax payments made by the Property Owner for the period such payments were made, being a fiscal year period following the In-Service Date beginning July 1 of a year through June 30 of the following year in accordance with this PILOT Agreement while in effect. The Property and Project shall be listed as development property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

3. Any and/or all PILOT Payments which are not paid within the stated grace periods set forth herein shall bear interest at the rate of 18% per annum based upon a 360 day year.
4. Any forbearance or delay by the City in enforcing this PILOT Agreement or in exercising any right or remedy hereunder or in law or in equity shall not be a waiver of nor shall it preclude the City's exercise of any such right or pursuit of said remedy.
5. This PILOT Agreement is separate and distinct from any Water Pollution Control Authority charges that the Property Owner may be obligated to pay.
6. The Property Owner has entered into an agreement with the Developer (the "**Owner-Developer Agreement**") whereby the Developer has agreed to invest approximately Fifteen Million (\$15,000,000.00) Dollars in development of the Project on the Fuel Cell Property.
7. Pursuant to the Owner-Developer Agreement, the Developer has agreed to expeditiously commence and complete all development work related to the construction and completion of the Project contemplated at the Property in a manner consistent with the SCEF Agreement by the In-Service-Date, which shall be a date, which shall be no later than May 27, 2025, observing all the terms and conditions of all applicable federal, state and local laws and regulations throughout the term of this PILOT Agreement (the covenants in Sections 6, and this Section 7, collectively, the "**Project Covenants**").
8. If the Developer shall breach or default in the performance of any of its covenants set forth in the Owner-Developer Agreement, which breach or default the Property Owner shall communicate to the City within fifteen (15) days of the occurrence or of the Property Owner's becoming aware of such breach or default, and such breach or default continues beyond any stated cure period in this PILOT Agreement, then the remedies available to the City in respect of such breach, subject only to the limitations set forth below, shall include terminating this PILOT Agreement and thereby reinstating prospectively against the Development Property the full Taxes in the amount applicable and calculable in the ordinary course as if no PILOT Agreement was in effect for such prospective period of time, foreclosing on the Project to realize on any PILOT Payments and/or Taxes due, and collecting all sums due and owing by the Property Owner.
9. This PILOT Agreement shall be binding upon the City, the Property Owner and the Developer and shall be recorded on the Bridgeport Land Records in order to be effective.
10. This PILOT Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto, and this requirement may not be modified or waived orally.

11. All notices shall be in writing and sent by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by recognized overnight courier addressed to the receiving party at its address specified herein.

All notices to the City:                   Director  
   Office of Planning and Economic Development  
   City of Bridgeport  
   999 Broad Street  
   Bridgeport, CT 06604

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

All notices to the Property Owner:

WC McBride Realty Management LLC  
 1225 Central Avenue  
 Bridgeport, CT 06610

All notices to the Developer:

(name)(title)  
 VFS LLC  
 \_\_\_\_\_  
 Clarkston, Michigan \_\_\_\_\_

12. PILOT Payments shall be made to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, submitted with a notation to the Tax Collector that said payment is being made in accordance with the "1225 Central Avenue Fuel Cell Tax PILOT". The Property Owner will receive regular tax bills and is required with its PILOT Payments to reference this PILOT Agreement. The Property Owner WILL CONTINUE TO RECEIVE TAX BILLS FROM THE CITY IN THE ORDINARY COURSE BASED UPON THE DEVELOPMENT PROPERTY'S ASSESSED VALUE. THE PROPERTY OWNER, IN ORDER TO EXERCISE THE RIGHTS AND PRIVILEGES SET FORTH HEREIN, IS OBLIGATED TO TIMELY RETURN THE RESPECTIVE PILOT PAYMENT, IN FULL, AND THEREWITH, IN WRITING, NOTIFY THE CITY'S TAX COLLECTOR OF THIS PILOT AGREEMENT.

13. This PILOT Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof

respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the state and/or federal courts of the State of Connecticut.

14. This PILOT Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein. This PILOT Agreement shall inure to the benefit of each party's successors or assigns

15. The Property Owner or the Developer may a) grant a security interest in its rights under this PILOT Agreement to an institutional lender and/or b) assign the PILOT Agreement to a subsequent purchaser of the Property and the Project, with notice to but without needing the consent of the City.

16. The Property Owner, the Developer, and their respective successors and assigns shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination. The Property Owner shall not sell, lease or otherwise convey any interest in, or permit use of occupancy of, the Property unless the transferee agrees to be bound to the obligations contained in this paragraph.

17. Except as otherwise expressly set forth herein to the contrary, the Property Owner, the Developer and the City, respectively, shall not be in default of their respective obligations hereunder if either party hereunder is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond said party's reasonable control; provided, however, it is understood and agreed that financial inability to perform is not a reason beyond a party's reasonable control.

18. Upon the Developer ceasing commercial operation, which shall mean permanently shutting down the Project, removing all above-ground equipment, and terminating any agreement between itself and the Property Owner (the "**Shutdown Date**"), no additional PILOT Payments shall be due under this PILOT Agreement (except for the pro-rata portion of the PILOT Payments due preceding the Shutdown Date).

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

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

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

(c) The City's attainable goal for all construction contracts is established at an additional nine percent (9.0%), assuming the Mandatory Requirement is met, for MBE subcontractors ("**Attainable MBE Goal**") (15% total when combined with percentage of the Mandatory Requirement and, to the extent that the Mandatory Requirement is not achieved or is partially achieved, shall include 9% plus the amount of the Mandatory Requirement not achieved so that the entire 15% total MBE goal is achieved).

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

(b) The Developer shall publish all bids on the City's electronic bidding website, [www.bidsync.com](http://www.bidsync.com).

(c) The Developer will place an advertisement in the Connecticut Post newspaper seeking an "open house" for MBE contractors.

(d) The Developer will cooperate and communicate with the City's MBE Administrator (defined below) so that minority trade organizations and media outlets are aware of the subcontracting opportunities available to MBE subcontractors.

(e) The Developer will coordinate its bidding activities with the City's Small & Minority Business Resource Office, 999 Broad Street, 1<sup>st</sup> Floor ("**MBE Administrator**").

(f) The Developer shall require every prime contractor to name its MBE subcontractors and the value of the contract to be awarded to each at the time that the prime contractor submits its bid. No substitutions of an MBE subcontractor shall thereafter be made without notice to the City, a demonstration of good cause shown, and receipt of the City's written consent in the exercise of its commercial business judgment (which consent shall not be unreasonably withheld, conditioned or delayed).

(g) The Developer shall submit monthly certified payrolls to the MBE Compliance Office demonstrating its compliance with the MBE Ordinance.

(h) The MBE Administrator will make all clarifications and determinations concerning compliance with the MBE Ordinance, and the Developer may appeal such clarifications and determinations to the City's Chief Administrative Officer.

(i) In all other respects, the Developer shall adhere to the principles and practices of the MBE Ordinance and the Official Policies adopted by the City with respect to the administration thereof.

20. Local Hiring Compliance. The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, which requires that the Developer agrees to pursue in connection with the construction of the Project pursuant to the following provisions:

(a) The Developer agrees and warrants that during the development of this Project pursuant to the terms of this PILOT Agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project meets the minimum requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires. The hiring

or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement.

(b) The Developer shall include the language set forth above in section (a) in every trades subcontract to the Project. The Developer shall post in conspicuous places, available to employees and applicants for employment, notices encouraging local residents and ex-felons to apply. The Developer will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Developer's commitments under this division and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) The Developer will provide the office of contract compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the Developer as relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(d) Prior to seeking a building permit for the Project, the Developer shall meet with the office of contract compliance with paperwork sufficient to establish Developer's satisfaction of this requirement or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

21. Excusable Delay. The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of reasonable best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other



party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

NEXT PAGE IS THE SIGNATURE PAGE



---

Commissioner of the Superior Court  
Notary Public  
Commission Expires:

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_ ) ss. at: \_\_\_\_\_ )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of \_\_\_\_\_ before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
Commission Expires:

STATE OF \_\_\_\_\_)

\_\_\_\_\_ ) ss. at: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of \_\_\_\_\_ before me.

\_\_\_\_\_  
Notary Public  
Commission Expires:

EXHIBIT "A"

Schedule of PILOT Payments

ABSENT EARLIER TERMINATION, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON THE IN-SERVICE-DATE SET FORTH IN THE PILOT AGREEMENT, OR NO LATER THAN MAY 27, 2025, WHICHEVER OCCURS FIRST, AT THE RATE OF \$75,000.00 PER YEAR, FOR EVERY YEAR DURING THE TERM AS DEFINED IN THE PILOT AGREEMENT, AS FOLLOWS.

FIRST HALF PAYMENT DUE:	\$37,500.00
SECOND HALF PAYMENT DUE:	\$37,500.00

SCHEDULE A

LEGAL DESCRIPTION OF THE PROPERTY AND THE FUEL CELL PROPERTY

**Item # \*115-22 Consent Calendar**

Approval of the De-Authorization of Five (5) Projects previously approved for Bonding Authority.



**Report  
of  
Committee  
on  
Budget and Appropriations**

City Council Meeting Date: **October 16, 2023**

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

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

Date Signed: \_\_\_\_\_

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 30 PM 2:08

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

Please note: Report not signed by Mayor.





# City of Bridgeport, Connecticut

## Office of the City Clerk

---

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

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

Item No. \*115-22 Consent Calendar

### **APPROVAL OF THE DE-AUTHORIZATION OF PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY**

**WHEREAS**, pursuant to certain resolutions adopted by the City Council of the City of Bridgeport (the "City"), the City authorized the issuance of its general obligation bonds, the funds of which would be expended to finance certain capital projects including, but not limited to those projects listed on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the City Council of the City has determined it to be in the best interest of the City to affect a de-authorization of the unissued bonding authority granted to those certain capital projects listed on Exhibit A (the "De-Authorized Projects") and to remove such De-Authorized Projects from the City's prior capital plans.

**NOW, THEREFORE, BE IT RESOLVED**, that having received the recommendation of the Director of Finance and Director of OPM with respect to the action authorized herein, the City Council hereby authorizes the elimination of the unissued bonding authority for the De-Authorized Projects in the amounts listed on Exhibit A attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED**, that having received the recommendation of the Director of Finance and Director of OPM with respect to the action authorized herein, the City Council hereby authorizes the elimination of the De-Authorized Projects from the City's prior capital plans.



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Budget and Appropriations  
Item No. \*115-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

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

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

*Mary A. McBride-Lee, D-135th*

*Jeanette Herron, D-133rd*

*Matthew McCarthy, D-130th*

*Tyler Mack, D-131st*

*AmyMarie Vizzo-Paniccia, D-134th*

*City Council Date: October 16, 2023*

**Exhibit A**

**De-Authorized Projects**

**Project Description**

**Bonding De-Authorization**

*Economic Development*

Marina Village Replacement/Demo/Site Work \$2,600,000

Downtown Parking Garage \$2,000,000

Site Improvements/Public Housing \$ 600,000

*Public Facilities*

Barnum Museum Renovations \$1,800,000

New Senior Center \$2,000,000

***TOTAL DE-AUTHORIZED PROJECTS***

***\$9,000,000***

Item # \*122-22 Consent Calendar

Grant Submission: U.S. Department of Justice FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24312).



**Report  
of  
Committee  
On**

Public Safety and Transportation

City Council Meeting Date: October 16, 2023

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

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

Date Signed: \_\_\_\_\_

Please Note: Mayor did not sign report

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

### **Item No. \*122-22 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
U.S. Department of Justice  
FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
(#24312)**

**WHEREAS**, the **U.S. Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **FY 2023 Edward Byrne Memorial Justice Assistance (JAG) Grant**; and

**WHEREAS**, the JAG funding is a statutory formula allocation based on crime and population for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, which may include the purchase of equipment, training, and information systems; and

**WHEREAS**, funds under this grant will be used to support and improve law enforcement response; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Justice** to acquire much needed equipment that will support the department's operations.

### **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 **U.S. Department of Justice** for the purpose of its **FY 2023 Edward Byrne Memorial Justice Assistance (JAG) 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 **U.S. Department of Justice** 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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Report of Committee on **Public Safety and Transportation**  
Item No. \*122-22 Consent Calendar

-2-

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

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Samia S. Suliman

AmyMarie Vizzo-Paniccia

Item # \*124-22 Consent Calendar

Nomination of Elizabeth Rivera-Rodriguez for the Appointment to the City's Director of Health Position.



Report  
of  
Committee  
on  
Contracts

City Council Meeting Date: October 16, 2023

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

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

### **Item No. \*124-22 Consent Calendar**

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.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

  
\_\_\_\_\_  
Jeanette Herron, D-133rd, **Co-chair**

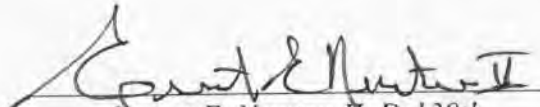
\_\_\_\_\_  
Matthew McCarthy, D-130th, **Co-chair**

  
\_\_\_\_\_  
Jorge Cruz, Sr., D-131st

  
\_\_\_\_\_  
Rosalinda Roman-Christy, D-135th

\_\_\_\_\_  
Maria H. Pereira, D-138th

\_\_\_\_\_  
Frederick Hodges, D-136th

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th

*City Council Date: October 16, 2023*



# ELIZABETH RIVERA-RODRIGUEZ

203-581-3422 | drlysa.rodriguez@gmail.com | CT | linkedin.com/dr-elizabeth-rodriguez-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 execute 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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ARTIST  
CITY CLERK

# 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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ATTN: CITY CLERK

- 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,

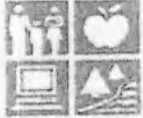
Laura Schack, RN, BSN, MSN

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:

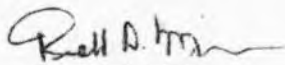
It is an absolute pleasure to write a letter of recommendation for Dr. Elizabeth Rodriguez. I have known Dr. Rodriguez for the past twelve years in my previous capacity as Director of Environmental Inspections Division for the Stamford Department of Health & Social Services and in my current capacity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



# 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 therewith.

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 as 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*

*Paul Sperry*  
*Chairman Emeritus*



*Timothy Hest*  
*President*

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. Singer  
Chair of the Board of Directors



Jonathan C. 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.

*Connie Stone, R.N.*  
DEAN

*Wendy Ann Kelly*  
PRESIDENT

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**Item # \*125-22 Consent Calendar**

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.



**Report  
of  
Committee  
on  
Contracts**

**City Council Meeting Date: October 16, 2023**

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

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

Date Signed: \_\_\_\_\_

Please note: Mayor did not sign Report.

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

### **Item No. \*125-22 Consent Calendar**

#### **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.



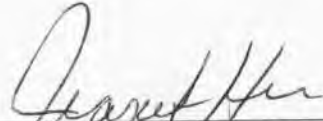
City of Bridgeport, Connecticut  
Office of the City Clerk

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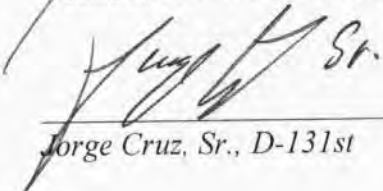
Report of Committee on Contracts  
Item No. \*125-22 Consent Calendar

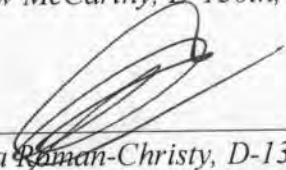
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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

  
\_\_\_\_\_  
Jeanette Herron, D-133rd, Co-chair


\_\_\_\_\_  
Matthew McCarthy, D-130th, Co-chair

  
\_\_\_\_\_  
Jorge Cruz, Sr., D-131st

  
\_\_\_\_\_  
Rosalina Roman-Christy, D-135th

\_\_\_\_\_  
Maria H. Pereira, D-138th

\_\_\_\_\_  
Frederick Hodges, D-136th

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th

City Council Date: October 16, 2023

## 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>
	<b>\$171,000</b>

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.

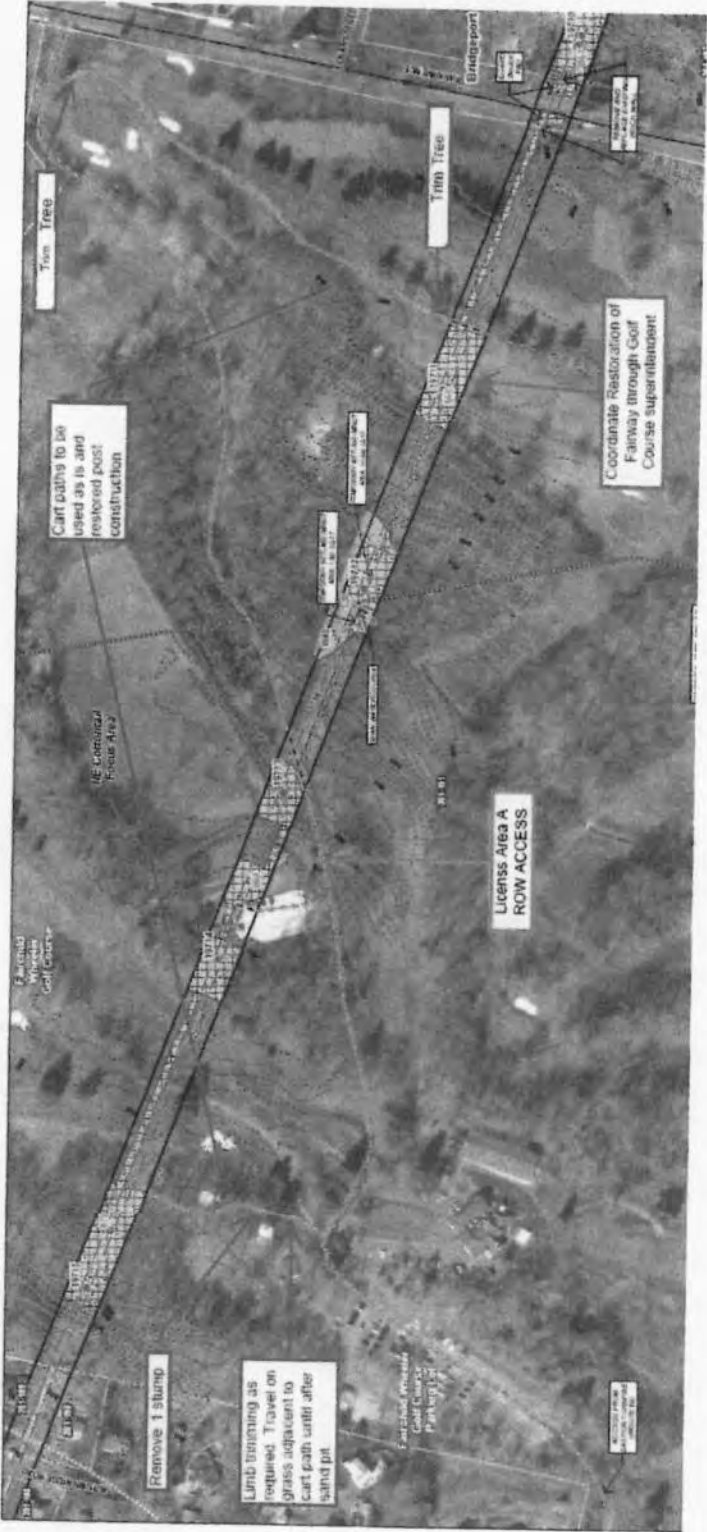
**City of Bridgeport**

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

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

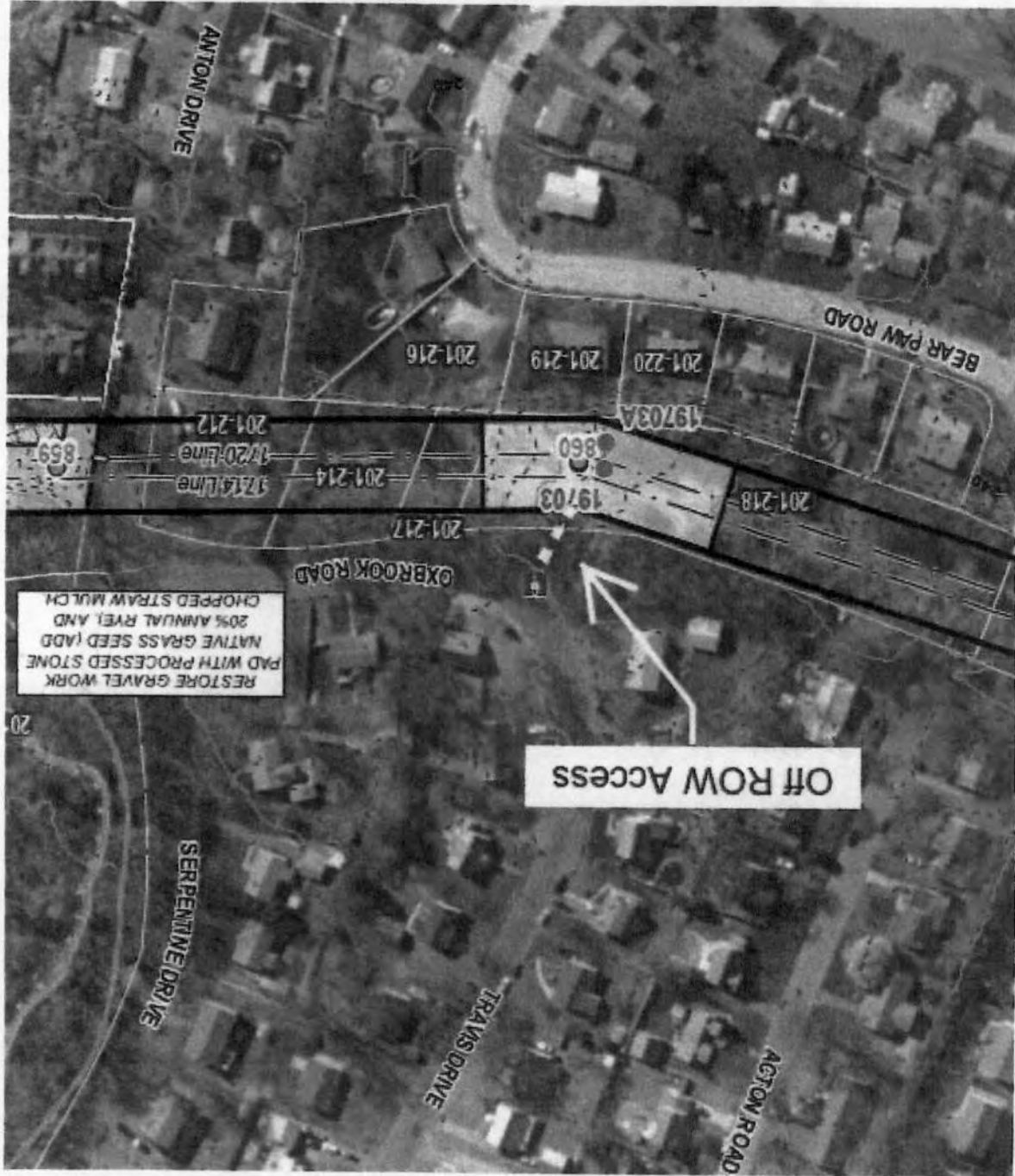
By: \_\_\_\_\_  
Name: Kimberly A. Bianchi  
Title: Supervisor, T&D Rights & Survey  
Duly Authorized

Site Plans For License Areas









RESTORE GRAVEL WORK  
PAD WITH PROCESSED STONE  
NATIVE GRASS SEED (ADD  
20% ANNUAL RYE) AND  
CHOPPED STRAW MULCH

Off ROW Access

20

**Item # \*126-22 Consent Calendar**

Tower Cell Site Lease Agreement with DISH Wireless, L.L.C. for the Installation of Antennas and other Equipment at Kennedy Stadium.



**Report  
of  
Committee  
on  
Contracts**

**City Council Meeting Date: October 16, 2023**

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

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

Date Signed: \_\_\_\_\_

RECEIVED  
CITY CLERKS OFFICE

23 OCT 30 PM 2: 09

ATTEST  
CITY CLERK

Please note: Mayor did not sign Report.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

### **Item No. \*126-22 Consent Calendar**

#### **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.



City of Bridgeport, Connecticut  
Office of the City Clerk

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Report of Committee on Contracts  
Item No. \*126-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

Jeanette Herron, D-133rd, *Co-chair*

Matthew McCarthy, D-130th, *Co-chair*

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

*City Council Date: October 16, 2023*

## 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), 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 (d) 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/NJJER02053C

*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]



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



140 ROCKY MOUNTAIN STREET  
ROCKAWAY, NJ 10844

**NOT TO BE USED FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS AN ENGINEER REGISTERED IN THE STATE OF NEW JERSEY, TO REPRODUCE OR TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

ZONING: PDOS REV #:

**LEASE EXHIBIT**

DATE: 08/19/2021  
REVISION: 1

CARRIER: DISH

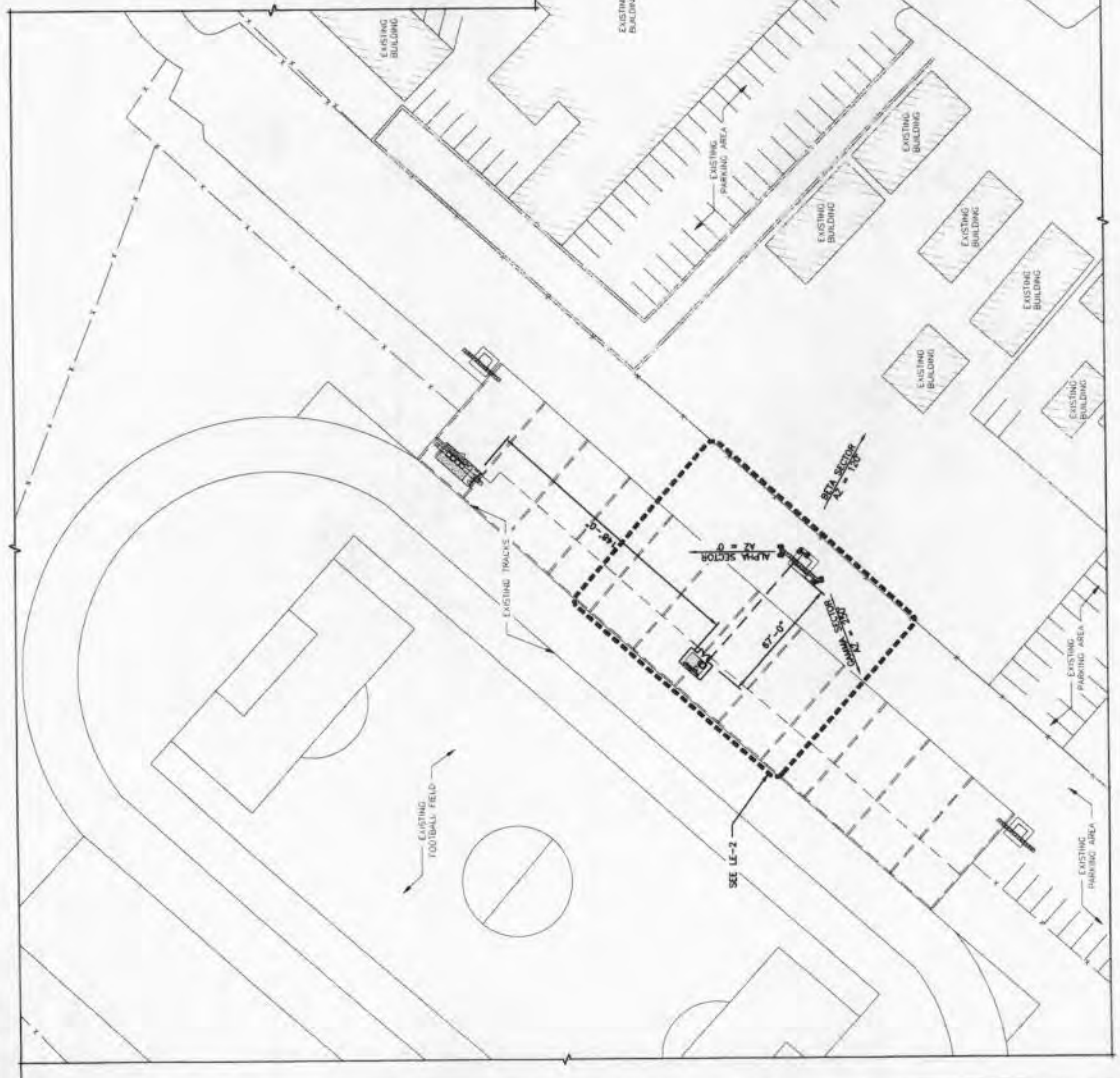
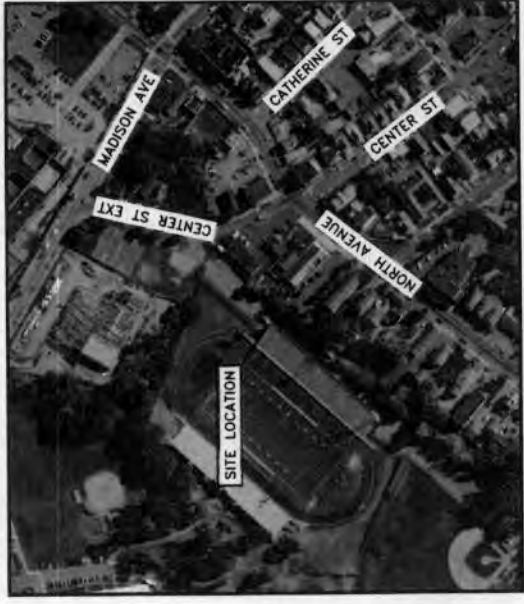
AAE PROJECT NUMBER: NJJER02053C

DISH WEATHER LLC PROJECT INFORMATION

NJJE02053C  
1 LINCOLN BOULEVARD  
BRIDGEPORT, CT 06606

SHEET TITLE: OVERALL SITE PLAN

SHEET NUMBER: LE-1



SCALE: 1/8" = 1'-0"  
DATE: 08/19/2021

OVERALL SITE PLAN

NOT TO BE USED  
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS A LICENSED PROFESSIONAL ENGINEER,  
TO REPRODUCE OR TRANSMIT THIS DOCUMENT  
OR ANY PART THEREOF WITHOUT THE WRITTEN  
CONSENT OF THE ENGINEER.

DESIGNED BY: [ ]  
CHECKED BY: [ ]  
DATE: [ ]

**LEASE  
EXHIBIT**

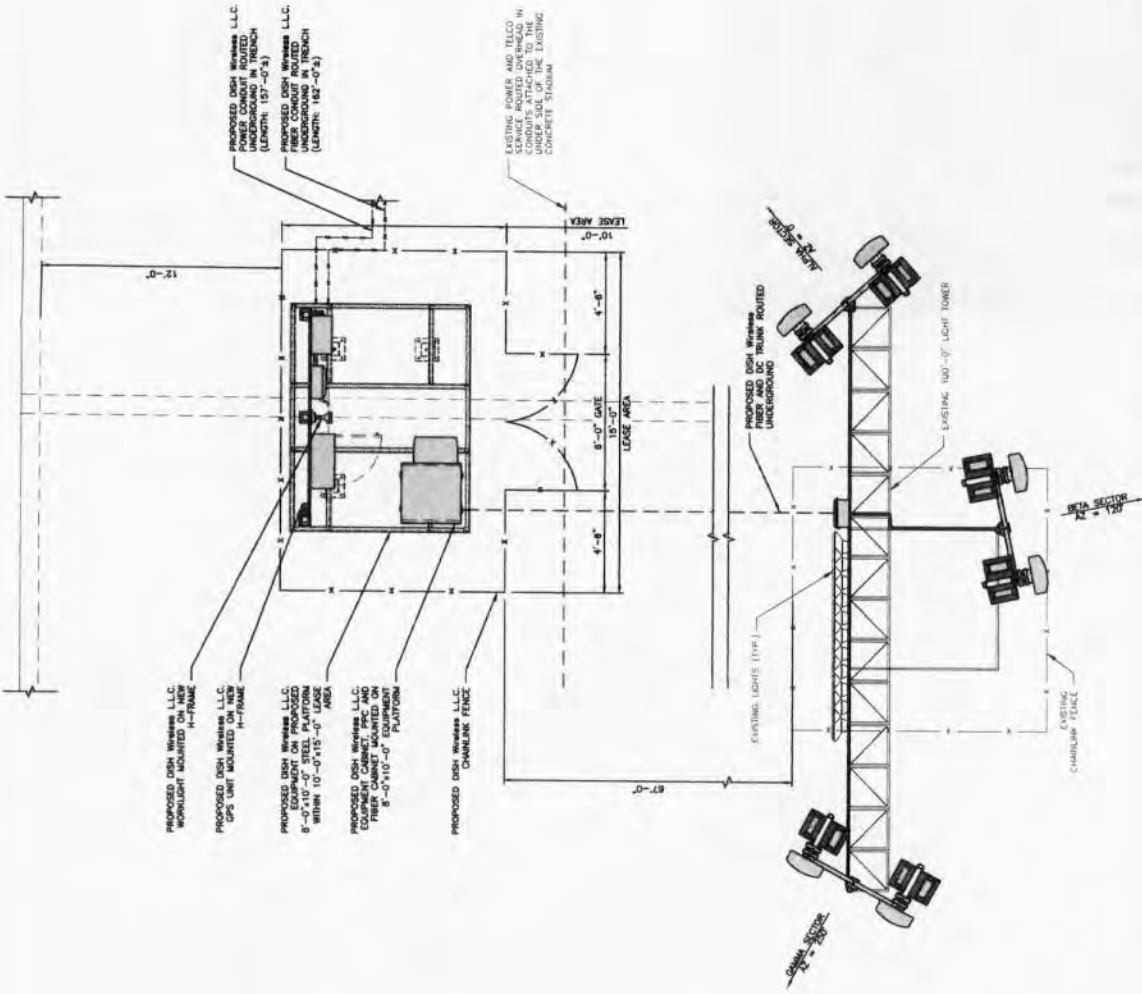
REV	DATE	DESCRIPTION
1	08/14/2013	ISSUE FOR WORK

PROJECT NUMBER  
NJJER02053C  
PROJECT INFORMATION  
DISH Wireless LLC  
NJJER02053C  
LINCOLN BOULEVARD  
BRIDGEPORT, CT 06606

CARRIER  
DISH

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
LE-2



ENLARGED SITE PLAN

1

1/8" = 1'-0"

**dish**  
wireless.

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120

**MK**  
DEVELOPMENT  
1400 WEST 137TH STREET  
ROCKAWAY, NY 11884

NOT TO BE USED  
FOR CONSTRUCTION

IF IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS SPECIALLY ADVISED UNDER THE PROVISIONS  
OF A PERMIT, TO ALTER THE DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

ZONING: PERMITS: REV #:

**LEASE  
EXHIBIT**

REV	DATE	DESCRIPTION
A	08/14/2023	ISSUE FOR REVIEW

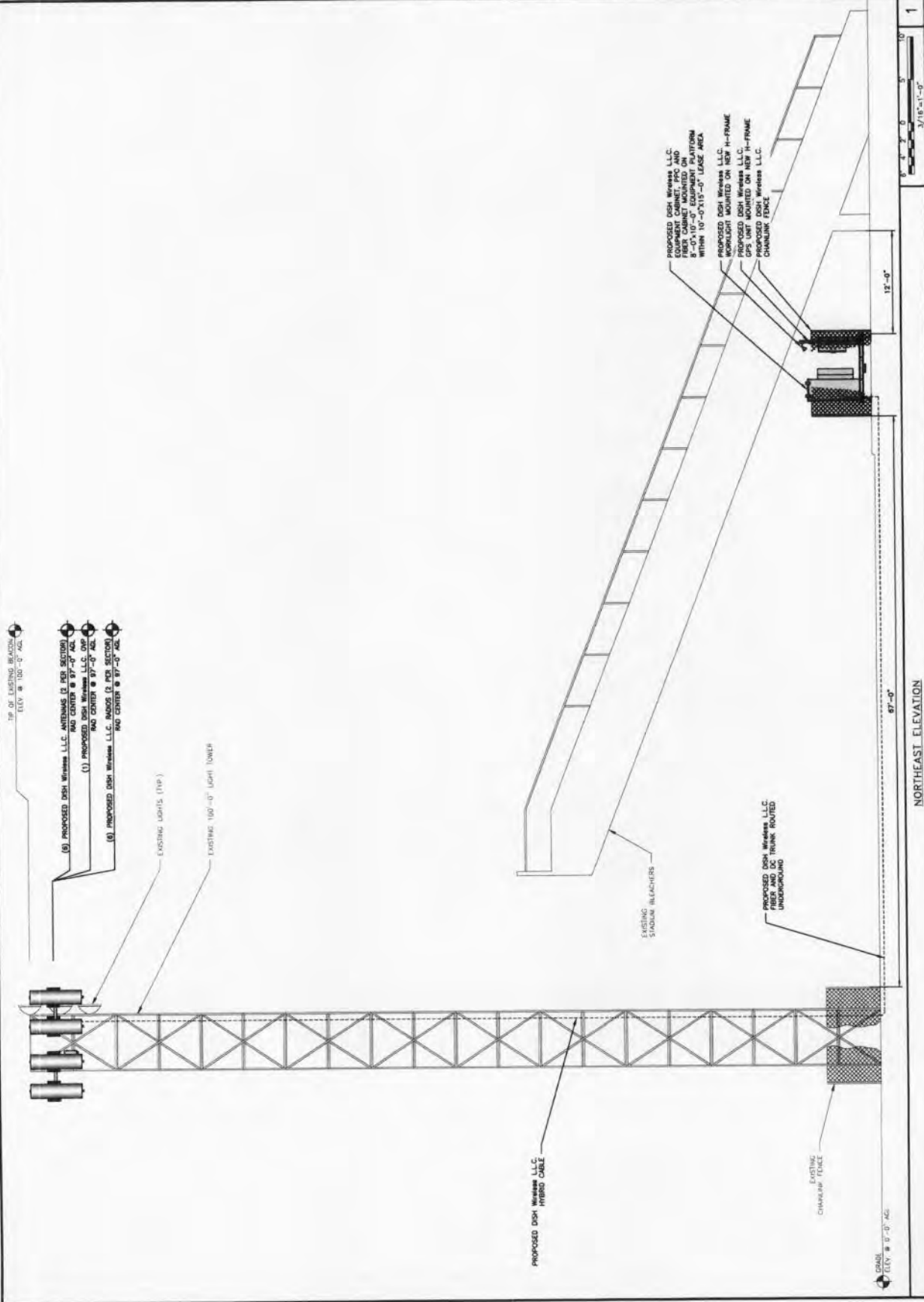
CARRIER  
DISH

ARE PROJECT NUMBER  
NJJER02053C

DISH WIRELESS LLC  
PROJECT INFORMATION  
1 LINCOLN BOULEVARD  
BRIDGEPORT, CT 06606

SHEET TITLE  
TOWER ELEVATION

SHEET NUMBER  
LE-3



- TIP OF EXISTING BLANCHERS  
ELEV = 100'-0" ASL
- (B) PROPOSED DISH WIRELESS LLC ANTENNAE 12 PER SECTION  
ANTENNA CENTER POINTS ON  
RAD CENTER @ 97'-0" ASL
- (C) PROPOSED DISH WIRELESS LLC ONE  
RAD CENTER @ 97'-0" ASL
- (D) PROPOSED DISH WIRELESS LLC ANTENNAE 12 PER SECTION  
RAD CENTER @ 97'-0" ASL

- PROPOSED DISH WIRELESS LLC  
EQUIPMENT MOUNTED ON  
NEW H-FRAME  
8'-0" x 10'-0" EQUIPMENT PLATFORM  
WITHIN 10'-0" x 10'-0" LEASE AREA
- PROPOSED DISH WIRELESS LLC  
WORKLIGHT MOUNTED ON NEW H-FRAME
- PROPOSED DISH WIRELESS LLC  
GPS UNIT MOUNTED ON NEW H-FRAME
- PROPOSED DISH WIRELESS LLC  
CHAINLINK FENCE

PROPOSED DISH WIRELESS LLC  
FIBER AND LC TRUNK ROUTED  
UNDERGROUND

PROPOSED DISH WIRELESS LLC  
HYBRID CABLE

EXISTING  
CHAINLINK FENCE

GRADE  
ELEV = 0'-0" ASL

97'-0"  
NORTHEAST ELEVATION

0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'  
3/16" = 1'-0"



**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

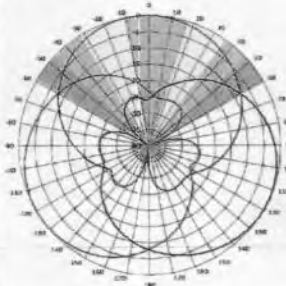


NWAV

### 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.

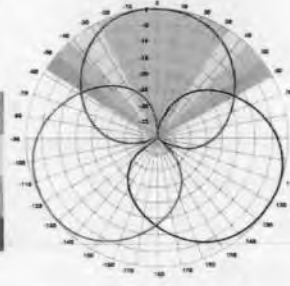
#### Non-FRO antenna



Large traditional antenna pattern overlap creates harmful interference.

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

#### JMA FRO antenna



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		
	617-698	698-894	1695-1880	1850-1990	1920-2200
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

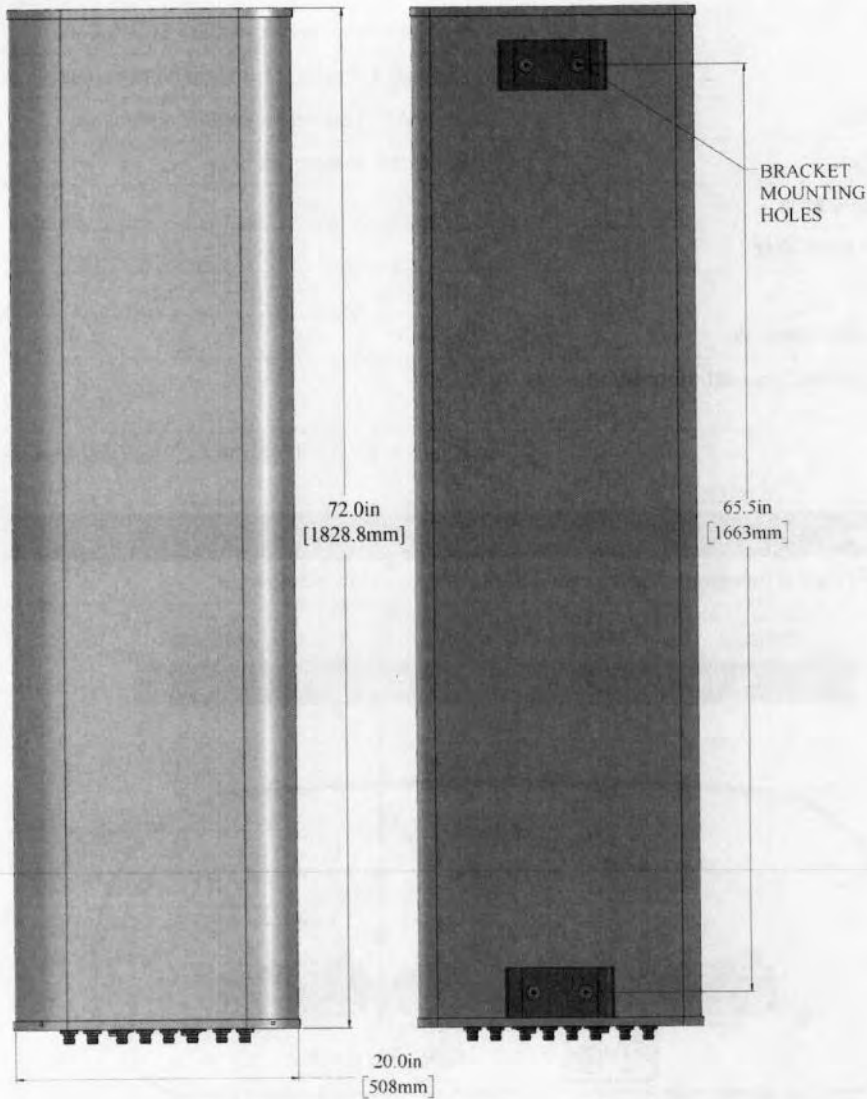
Mechanical specifications	
Dimensions height/width/depth, inches (mm)	72.0/ 20.0/ 8.0 (1828.8/ 508.0/ 203.2)
Shipping dimensions length/width/height, inches (mm)	77.3/ 23.8/ 14.5 (1963.42/ 605/ 368)
No. of RF input ports, connector type, and location	8 x 4.3-10 female, bottom
RF connector torque	96 lbf-in (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



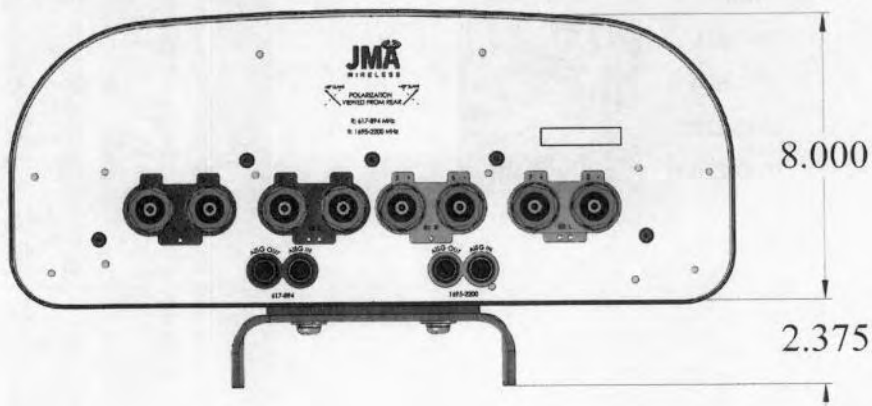
**MX08FRO665-21**  
**NWAV™ X-Pol 8-Port Antenna**

Front view

Back view



Bottom view





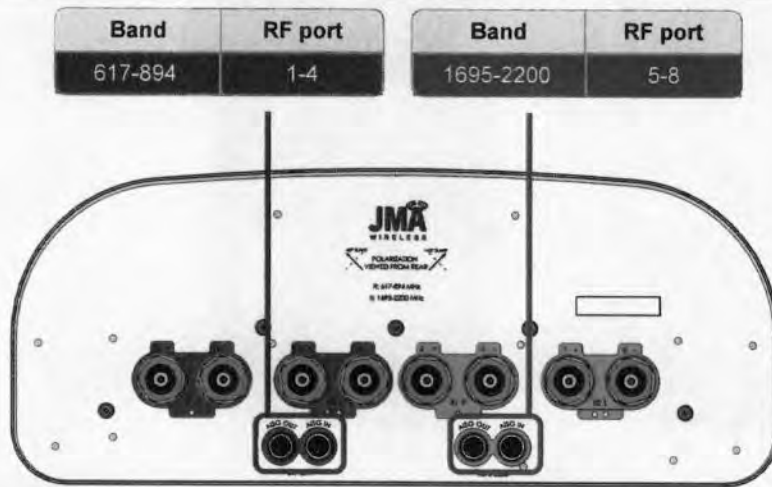
# MX08FRO665-21

## 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

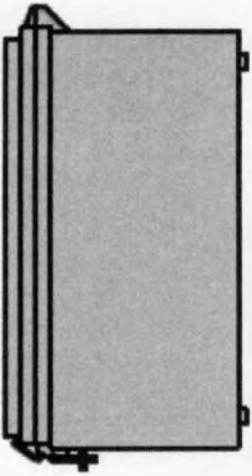
Each RET device can be controlled via the designated external AISG connector as shown below:



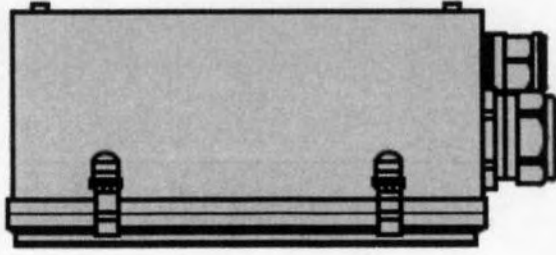
### Array topology

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	
	Band	RF port										
	617-894	1-2										
	617-894	3-4										
	1695-2200	5-6										
1695-2200	7-8											

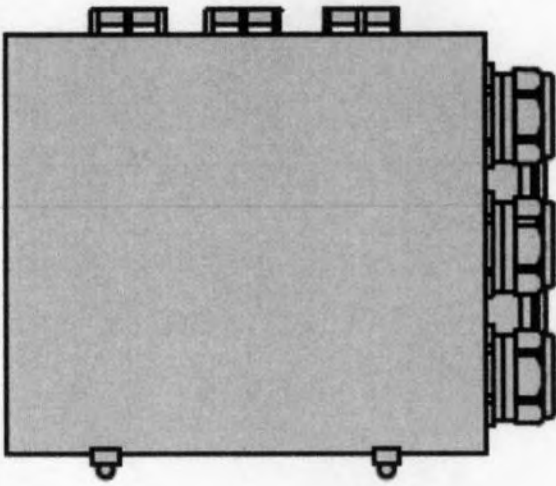
<b>RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION</b>	
<b>DIMENSIONS (HxWxD)</b>	18.98" x 14.39" x 8.15"
<b>WEIGHT</b>	21.82 LBS



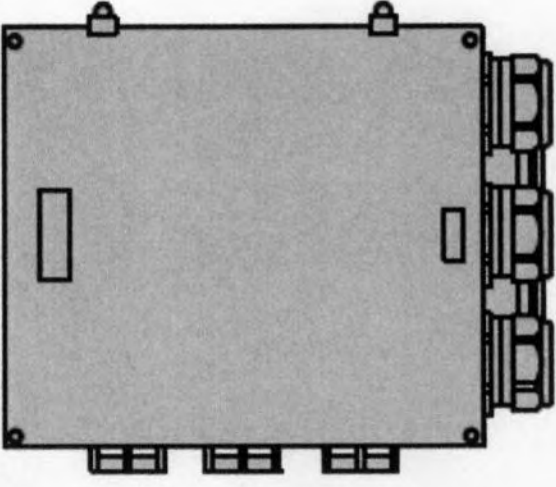
**PLAN**



**SIDE**

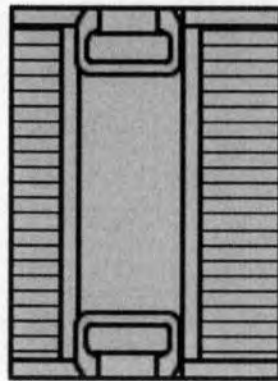


**BACK**

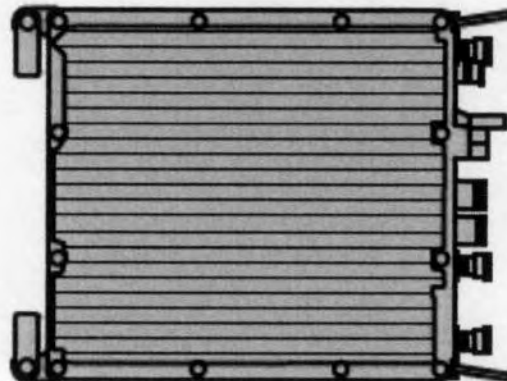


**FRONT**

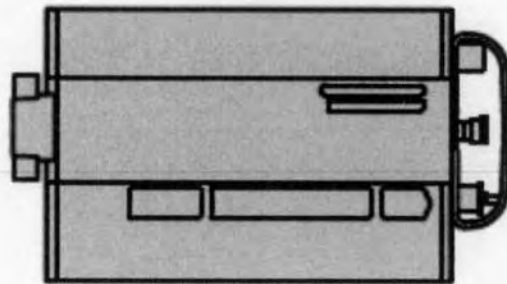
<b>SAMSUNG - LOW BAND</b>	
<b>SFG-ARR3J601DI_RF4450T-71A</b>	
<b>DIMENSIONS (HxWxD)</b>	15"x16.5"x11"
<b>WEIGHT</b>	94.6 lbs
<b>CONNECTOR TYPE</b>	4.3-10 RF CONNECTOR -48VDC
<b>INPUT VOLTAGE</b>	(-36 to 58 VDC)



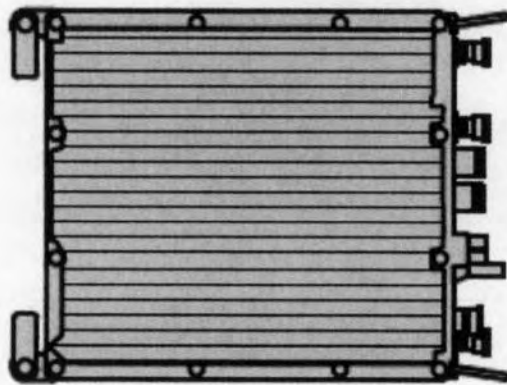
**PLAN**



**FRONT**



**SIDE**



**BACK**

**Item # \*133-22 Consent Calendar**

Resolution and Small Cell Wireless Facilities Rights-of-Way and Access Agreement including Confidentiality and Non-Disclosure Agreement for the purpose of Facilitating Uniform Deployment of 5G Facilities within Connecticut Cities.



**Report  
of  
Committee  
on  
Contracts**

**City Council Meeting Date: October 16, 2023**

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

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

Date Signed: \_\_\_\_\_

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 30 PM 2:09  
APPROPRIATE  
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 **Contracts** begs leave to report; and recommends for adoption the following resolution:

### **Item No. \*133-22 Consent Calendar**

#### **Resolution**

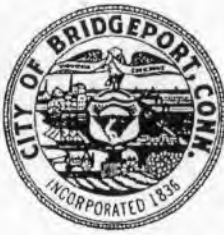
**WHEREAS**, the Governor's Office believes in the transformative capabilities of 5G technology and recognizes that Connecticut cities are bound by the September 27, 2018 Federal Communication Commission's Declaratory Ruling (the "**Ruling**") which states that "America is in the midst of a transition to the next generation of wireless services, known as 5G. . . that can unleash a new wave of entrepreneurship, innovation, and economic opportunities for communities across the country" and that "[r]emoving barriers can also ensure that every community gets a fair shot at these deployments and the opportunities that they enable" and that "97% of new deployments would be in rural and suburban communities that otherwise would be on the wrong side of the digital divide"; and

**WHEREAS**, the Ruling declares that no State or legal requirement can impose "an effective prohibition" on carrier deployment if such requirement "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment";

**WHEREAS**, further Section 253(a) of the Telecommunications Act of 1966 (the "**Act**") provides that "[n]o State or local statute or regulation, or other State or local legal requirement may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service;

**WHEREAS**, the federal courts have concluded that Section 253(a) of the Act represents a "broad preemption" of local and State regulation of carriers;

**WHEREAS**, in order for the State of Connecticut and its cities to satisfy the goals and requirements of the Ruling and the Act, representatives of the cities and certain telecommunications carriers, with mediation by a retired judge of the Superior Court, Robert L. Holzberg, an agreement has been finalized to the mutual satisfaction of the parties that provides called the Small Wireless Facilities Rights-of-Way and Access Agreement (the "**Agreement**") that calls for uniform treatment of carriers seeking to deploy 5G facilities on municipal buildings, municipally-owned poles and other municipally-owned structures that meet the goals and requirements of the Ruling and the Act while at the same time ensuring that the carriers adhere to City street-opening requirements, including obtaining permits, paying permit and license fees, following the City's safety and construction standards, and adhering to certain aesthetic standards to make such 5G facilities as harmonic with existing municipal installations as possible:



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Contracts  
Item No. \*133-22 Consent Calendar

-2-

**WHEREAS**, in order to ensure that the business confidential deployment plans of the carriers are disclosed to only those City employees having a need-to-know in order to be able to coordinate City activities with deployment plans of the carriers, the parties have agreed to enter into a Confidentiality and Non-Disclosure Agreement (the "NDA");

**WHEREAS**, the City Engineer will be the Designated Municipal Official who will administer the Agreement and ensure that the City's street opening, construction standards, and aesthetic standards are adhered to by the carriers;

**WHEREAS**, the Agreement and the NDA are believed to be in the best interests of the City of Bridgeport.

**NOW, THEREFORE, it is hereby RESOLVED THAT:**

The Agreement and the NDA are hereby approved and the Mayor or the Director of Public Facilities are authorized to execute the Agreement and the NDA 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.




City of Bridgeport, Connecticut  
Office of the City Clerk

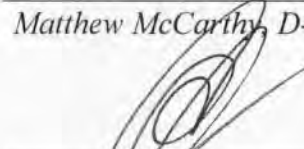
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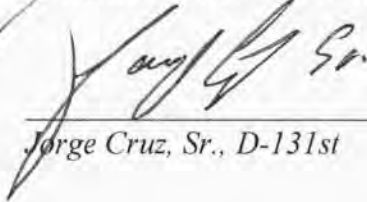
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Item No. \*133-22 Consent Calendar

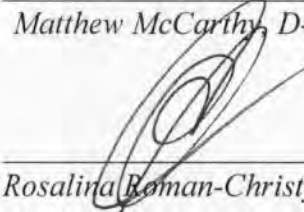
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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

  
\_\_\_\_\_  
Jeanette Herron, D-133rd, Co-chair

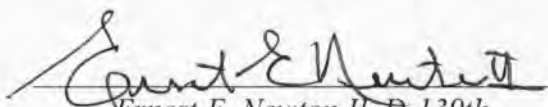
  
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Matthew McCarthy, D-130th, Co-chair

  
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Jorge Cruz, Sr., D-131st

  
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Rosalina Roman-Christy, D-135th

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Maria H. Pereira, D-138th

\_\_\_\_\_  
Frederick Hodges, D-136th

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th

*City Council Date: October 16, 2023*

**SMALL WIRELESS FACILITIES RIGHTS-  
OF-WAY AND ACCESS AGREEMENT  
BETWEEN THE CITY OF BRIDGEPORT  
(THE "CITY") AND**  
\_\_\_\_\_ (THE "CARRIER")

:  
:  
:  
:  
:  
:  
\_\_\_\_\_, 202\_\_

**CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT**

**WHEREAS**, the City and the Carrier have entered into a Small Wireless Facilities Rights-of-Way and Access Agreement dated \_\_\_\_\_, 202\_\_ following approval by its legislative body (the "**Agreement**");

**WHEREAS**, pursuant to Section III A. of the Agreement, the Carrier is obligated to provide the City with an Initial Deployment Plan identifying among other things the number and potential location of Small Wireless Facilities that the Carrier expects to deploy in the City during the initial two years of the Agreement (the "**Deployment Plan**");

**WHEREAS**, pursuant to Section IX. C. of the Agreement, the City has the right to request the Carrier to submit to the City, an Updated Deployment Plan (the "**Updated Deployment Plan**") periodically thereafter;

**WHEREAS**, the Carrier has asserted and the City acknowledges, based upon such assertion, that the information contained in the Initial Deployment Plan and any Updated Deployment Plan provided to a limited number of employees of the City contains commercially valuable, confidential and proprietary, market-sensitive information that constitutes trade secrets and is exempt from public disclosure within the meaning of Connecticut General Statutes section 1-210(b)(5) (the "**Confidential Information**");

**WHEREAS**, information otherwise provided to the City that does not fall within the definition of Confidential Information, shall not be deemed to be confidential without separate notification from the Carrier and agreement that it qualifies as Confidential Information, which agreement shall not be unreasonably withheld;

**WHEREAS**, the Carrier has heretofore used its best efforts to maintain the Confidential Information as confidential in Confidentiality Agreement to avoid the harm that would result if the information were to become publicly available;

**WHEREAS**, the Confidential Information contains commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from other sources and may be harmful to the Carrier if publicly disclosed by the City and not as a result of a recognized exemption hereunder; and

**WHEREAS**, the Agreement requires the City to use reasonable efforts to maintain the Confidential Information exempt from public disclosure and the Carrier is willing to provide the Confidential Information to the City subject to this confidentiality agreement (the "**Confidentiality Agreement**").

**NOW, THEREFORE**, the following procedure is adopted for the protection of the Confidential Information provided to the City by the Carrier:

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

1. All Confidential Information provided by the Carrier, whether in documentary form or otherwise, shall be and, to the extent possible, labeled and/or identified as follows:

"CONFIDENTIAL INFORMATION" and shall be governed by the terms of this Confidentiality

Agreement. This Confidentiality Agreement is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies or otherwise.

2. All Confidential Information shall be subject to this Confidentiality Agreement and shall be given solely to the City and limited, appropriate City staff. All signatories to this Confidentiality Agreement agree to be bound by its terms.

3. No recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose not contemplated in the Agreement, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Confidentiality Agreement.

4. Confidential Information shall be marked as such and delivered in a sealed envelope or container to the Designated Municipal Official (“**DMO**”) at the City. The DMO will decide what limited appropriate City staff to share such Confidential Information with. A statement in the following form shall be placed prominently on the envelope or container:

**CONFIDENTIAL-PROPRIETARY**

This envelope or container is not to be opened nor the contents thereof displayed or revealed except pursuant to the signed Confidentiality Agreement as filed in the office of \_\_\_\_\_, the Designated Municipal Official.

5. If the Confidential Information is used in any manner as part of intra-municipal communications, all references to the Confidential Information shall be either:

- (a) in a separate envelope or container, prominently labeled “Confidential Information,” which envelope or container shall be distributed and safeguarded in accordance with this Confidentiality Agreement; or
- (b) referred to solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

6. No record shall be disclosed, or communication made of the Confidential Information at any time to any other person or entity except as otherwise permitted in this Confidentiality Agreement. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and marked in accordance with Paragraph 4 hereof.

7. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in any proceeding, hearing or trial without notice to and further action by the Carrier. A party seeking to change the terms of this Confidentiality Agreement shall give written notice to the other party. No information protected by this Confidentiality Agreement shall be made public until both parties to the Confidentiality Agreement have agreed to such change.

8. In the event that the City receives a Freedom of Information Act, CGS Section 1-200 et seq. ("**FOIA**") request for copies of any document or other things encompassed by the Confidentiality Agreement, the City shall promptly provide a copy of the FOIA request to the Carrier whose Confidential Information is requested. The Carrier shall promptly file an appearance with the FOIA Commission, shall file written objections to the FOIA request with the Commission, and shall defend its position regarding the exemption of the documents or items from production pursuant to the provisions of FOIA, including but not limited to participating in hearings of the FOIA Commission and filing post-hearing briefs.

9. At the request of the Carrier, all copies of the Confidential Information in whatever form or media shall be returned to the Carrier no later than thirty (30) days after the termination of the Confidentiality Agreement.

10. The obligation to protect the Confidential Information from disclosure is subject to the following exemptions (each, an "Exemption"):

- (a) information already known or independently developed by the party,
- (b) information already in the public domain through no wrongful act of the party,
- (c) information received by a party from a third party who was free to disclose it,
- (d) information required to be disclosed under the Connecticut Freedom of Information Act, or
- (e) information required to be disclosed by a governmental agency or authority, or by order of a court, administrative body or tribunal.

11. The parties acknowledge that violation by the City of the provisions of this Confidentiality Agreement relating to the Carrier's Confidential Information would cause irreparable harm to the Carrier not adequately compensable by monetary damages. In addition to other relief, the parties agree that preliminary and permanent injunctive relief may be sought without the necessity of the moving party to post bond to prevent any actual or threatened violation of such provisions.

12. Notwithstanding anything contained in Paragraph 11 above to the contrary, the City shall not be liable to the Carrier for any claim arising out of this Confidentiality Agreement except for its gross negligence or willful misconduct in the handling of Confidential Information as determined by a court of law and neither party shall be liable hereunder to the other for any indirect, incidental, punitive, consequential or other exemplary damage for any matter arising out of or pertaining to the subject matter of this Confidentiality Agreement and the parties hereby



expressly acknowledge that the foregoing limitation has been negotiated by the parties and reflects a fair allocation of risk.

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

14. Excusable Delay. The parties hereto, respectively, shall not be in default of this Confidentiality Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, health emergency or pandemic, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Confidentiality Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly

burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance.

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

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

17. Survival. All representations, warranties and indemnifications, if any, contained herein shall survive the performance of this Agreement or its earlier termination.

18. Precedence of Documents. In the event there is any conflict between this Confidentiality Agreement or its interpretation and any other agreement, exhibit, schedule or attachment, this Confidentiality Agreement shall control and take precedence.

CITY OF BRIDGEPORT

[CARRIER\_\_\_\_\_]

By\_\_\_\_\_

By\_\_\_\_\_

Dated\_\_\_\_\_, 202\_\_

Dated\_\_\_\_\_, 202\_\_

**SMALL WIRELESS FACILITIES  
RIGHTS-OF-WAY AND ACCESS AGREEMENT  
BETWEEN AND AMONG  
THE CITY OF BRIDGEPORT (THE "CITY") AND  
{Insert Carrier Name} (THE "CARRIER")**

The City of Bridgeport (in cooperation with the Cities of New Haven, Stamford, Hartford and Waterbury), a Connecticut municipal corporation (the "City") with its principal office at 45 Lyon Terrace, Bridgeport, CT 06604 and {Insert Carrier Name}, a Delaware Limited Liability Company (the "Carrier") with its principal offices at {Insert} hereby enter into this Wireless Facilities Agreement ("**Agreement**") effective as of the date last signed below (the "**Effective Date**"). The City and Carrier may collectively be referred to as "Parties," or individually as a "Party."

**WHEREAS**, the transformative capabilities of 5G technology—including ultra-high-speed data transmission, minimal latency, and exceptional network reliability—will foster job creation, help bridge digital divides, and solidify cities as dynamic hubs of technological progress and economic activity; and,

**WHEREAS** the Parties recognize and are bound by the September 27, 2018 Federal Communication Commission's Declaratory Ruling ("**Ruling**"); and,

**WHEREAS** Section 253(a) of the Telecommunications Act of 1966 ("**Act**") provides that "[n]o State or local statute or regulation, or other State or local legal requirement may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service"; and,

**WHEREAS**, the April, 2022 FCC Equity Action Plan ("**Plan**") declares that its goal is to "advance equity in the provision of access to digital communication services and products for all people in the United States, without discrimination on the basis of race, color, national origin, sex or disability"; and,

**WHEREAS**, in furtherance of these goals, Connecticut's five largest cities, Verizon, and AT&T, have worked collaboratively to draft this Agreement facilitating the deployment of 5G in Connecticut's urban areas; and,

**WHEREAS** the parties pledge to work cooperatively and in good faith with each other to satisfy the goals of the Ruling, Act and Plan; and,

**NOW, THEREFORE, AND IN CONSIDERATION** of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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

effect.

## SECTION I. DEFINITIONS

- A. **"Aesthetic Standards"** means those standards agreed to by the City and the Carrier, which set forth rules and requirements for the siting and construction of Small Wireless Facilities within the City ROW, set forth and described in **Exhibit 1** attached hereto.
- B. **"Agreement"** means this Agreement, together with any exhibits, amendments, or modifications mutually agreed to by the Parties.
- C. **"Applicable Law(s)"** or **"Law(s)"** means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.
- D. **"DMO"** means the designated municipal official of the City at the inception of this Agreement, as named individually or by title or position, set forth in **Exhibit 2** attached hereto, which DMO may be changed by written notice.
- E. **"Colocate"** means to attach, install, mount, maintain, modify, operate, and/or place a Facility on an existing or replacement Pole or Support Structure and may also include multiple small wireless facilities whether publicly or privately owned on a Pole or Support Structure.
- F. **"Deployment"** means the construction, repair, replacement, maintenance, attachment, installation, removal, reattachment, reinstallation, relocation, and/or operation of Facilities on and within the City ROW.
- G. **"Equipment"** means the radios, antennas, transmitters, and other wireless transmission or transport devices attached, mounted, or installed pursuant to the Agreement, including but not limited to control boxes, fiber optic and other cables, wires, conduit, power sources, grounding equipment, battery backup and other equipment, structures, and appurtenances which may be installed, maintained, operated and/or used for the purpose of Small Wireless Facilities Deployments. This definition shall also include new telecommunications equipment that is substantially similar to Small Wireless Facilities existing as of the Effective Date of this Agreement, or that may have reduced or lessened dimensions with respect to size, coverage/spacing requirements, and general physical characteristics.
- H. **"Facility"** or **"Facilities"** means any and all Equipment and installations of any kind owned and/or controlled by the Carrier that are reasonably necessary and appropriate for the deployment of a Small Wireless Facility, as defined herein.
- I. **"FCC"** means the Federal Communications Commission of the United States.
- J. **"FCC Wireless Infrastructure Order"** means the Declaratory Ruling issued by the FCC on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rcd 9088).
- K. **"License"** means the non-exclusive right granted by the City, subject to this

Agreement, to the Carrier to construct and maintain its Small Wireless Facilities on, over, under, upon, across, and/or along the respective City's ROW.

- L. **"Person"** means any natural or corporate person, business association or business entity, including, but not limited to, an individual, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- M. **"Pole"** means a municipally-owned structure, such as a municipal utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the ROW. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached, unless the DMO grants a waiver for such Pole. The term does not include any existing, replacement or new structure under the jurisdiction of the Connecticut Public Utility Regulatory Authority or the Connecticut Siting Council.
- N. **"Radiofrequency Emissions" or "RF Emissions"** means electromagnetic energy including radio waves and microwaves that are transmitted or received by Facilities.
- O. **"Rights-of-Way" or "ROW"** means the space in, upon, above, under, along, across, and over the public streets, roads, highways, sidewalks, and public ways owned or controlled by and under the jurisdiction of the City, as the same now or may hereafter exist. This term shall not include: (a) any county, state, or federal right-of-way; (b) public or private utility easements, whether owned by a City or others, except as provided by applicable Laws or pursuant to any agreement between a City and any such person or entity; or (c) any real property owned by a City that is not a public street, road, highway, sidewalk, or other public way.
- P. **"Safety and Construction Standards"** means any specific City design standards applicable to a Small Wireless Facility as may be set forth on **Exhibit 3**, including but not limited to, minimum Equipment heights above-ground level, maximum Facility heights, sight line requirements associated with roadways, emergency contact information and procedures, locations of power shut-off switches in accordance with electric utility requirements, evidence of compliance with structural standards for the Pole or Support Structure, and the like.
- Q. **"Services"** means any telecommunications service provided by means of the Facilities installed by a Carrier in accordance with this Agreement, for which a Carrier holds a valid license or authorization issued by the FCC; or the leasing, operation, or maintenance of the same by a Carrier in accordance with this Agreement. "Services" do not include cable service or open video services.
- R. **"Small Wireless Facility"** means a Facility that meets the definition of "Small Wireless Facility" set forth in 47 CFR § 1.6002. The term "Small Wireless Facility" includes associated Equipment and Facilities as defined in this Agreement but does not include Support Structures to which such Equipment and Facilities are attached.

- S. **"Small Wireless Facility Permit"** means the authorization granted after review and approval by the DMO of the City of an application for a Small Wireless Facility.
- T. **"Support Structure"** means a structure within the ROW to which a Small Wireless Facility is or may be attached, including but not limited to a Pole.

## SECTION II. GRANT OF ACCESS AND OCCUPANCY RIGHTS

- A. The City, respectively, hereby grants the Carrier a non-exclusive License to enter upon and use such ROW for the purpose of construction, operation, and maintenance of Small Wireless Facilities, subject to the terms and conditions set forth herein.
- B. The City expressly reserves the right, in its own name, to use and occupy its property, and to grant such other non-exclusive licenses to use and occupy such property as may be deemed in the public interest.
- C. The Carrier shall be solely responsible for any and all costs and expenses related to its use of a ROW for the deployment of Small Wireless Facilities. The Carrier shall also be solely responsible for obtaining any and all real property easements, rights-of-way, permissions, and consents from third parties, as may be required, in order to access and use a ROW for its Small Wireless Facilities. The Carrier shall be subject to all applicable laws that may apply to the Small Wireless Facilities that may affect, without limitation, their placement, location, and operation within a ROW, provided that any City Zoning Regulations shall only be deemed Applicable Law if such regulations expressly regulate other non-municipal uses of the ROW and regulate Small Wireless Facilities in the same manner.
- D. This Agreement does not grant the Carrier any property interest in a ROW or municipal property. The License granted herein is not divisible, and Carrier may not grant any person the right to use or occupy a ROW, except as set forth herein.
- E. The Carrier warrants that its Small Wireless Facilities shall be maintained in good and safe operating condition, consistent with Applicable Laws and generally accepted industry standards applicable in the State of Connecticut.

## SECTION III. DEPLOYMENT PLANS

- A. Within 30 days after the Effective Date, the Carrier shall submit to the DMO of the City a non-binding plan (the **"Initial Deployment Plan"**) consisting of: 1) a map identifying the number and potential location of Small Wireless Facilities that the Carrier expects to deploy in the City during the initial two years of this Agreement together with; 2) an excel spreadsheet with exportable data which includes rows and columns identifying with reasonable accuracy to the extent known by the Carrier: (a) each proposed Pole location by latitude longitude street name and nearest cross street; (b) the type and location of Equipment to be installed on each Pole, or adjacent

thereto in the ROW, with manufacturer specification sheets included as an attachment; (c) the location and type of required electric utility equipment or any known fiber extensions that will be required for each Small Wireless Facility; and (d) the date ranges for permitting and construction of each Small Wireless Facility.

Whereafter, the DMO may request the Carrier to submit updated Deployment Plans (the "**Updated Deployment Plans**") once per annum. The purpose of such Initial Deployment Plan and any such Updated Deployment Plans is to: (a) provide general information regarding anticipated deployment of Small Wireless Facilities; (b) to allow the City to estimate staffing needs to support the Carrier's expected Deployment Plan; and (c) and to allow the City to identify geographic locations where multiple carriers may be planning to deploy Small Wireless Facilities in order to explore the possibility of Collocation by multiple carriers on a single Support Structure. The Initial Deployment Plan and any Updated Deployment Plans submitted by the Carrier shall be treated by the City as exempt records pursuant to Section 1-210(b)(5) of the Connecticut General Statutes.

- B. The Parties agree to work cooperatively and in good faith to achieve the goals set forth in Federal policy. The Parties agree that community engagement efforts for the purpose of educating the public about wireless deployment and promoting access to essential communications technology are beneficial and support the goals of this Agreement. Upon request of the City, no more than once per annum, the Carrier shall convene with the City's DMO and other appropriate officials to discuss any Federal policies and potential opportunities outside the scope of this Agreement that the Parties may, but are not obligated to, jointly develop, including, but not limited to, advancing any equity plans that the City may be considering or adopting.

#### SECTION IV. SMALL WIRELESS FACILITY PERMIT SUBMITTAL AND REVIEW

- A. The City's DMO shall provide a pre-application review at the Carrier's request, to ensure that such Carrier's proposed locations and designs are in compliance with all Applicable Laws and are consistent with the Aesthetic Standards.
- B. The Carrier shall submit a Small Wireless Facility Permit Application to the DMO for each proposed Small Wireless Facility using the form titled "Permit to Open Street" (the "**Application**") and "License to Occupy Street" (the "**License**") copies of which are attached hereto as **Exhibit 4**, as the same may be amended from time to time by the DMO. The Application shall include a structural analysis demonstrating that the Pole or other Support Structure is capable of supporting the Equipment.
- C. In addition to the information provided in the Application, at the time of Application the Carrier shall submit: an RF Emissions report with calculations prepared in accordance with FCC requirements and demonstrating the Small Wireless Facility(ies) will comply with applicable federal maximum permissible public exposure standards both at grade and at the nearest occupied structure.
- D. The Carrier shall comply with the requirements and directions specified on the Application as may be amended from time to time.
- E. In addition to obtaining a Small Wireless Facility Permit, a Carrier may be required to obtain additional generally applicable local permits, including but not limited to the following: (a) a building permit; (b) an electrical permit; (c) a grading permit; (d) a tree trimming permit; (e) a street opening permit; (f) a sidewalk barricade permit; (g) a contractor's license, (h) an Historic District certificate of appropriateness or (i) an excavation permit.
- F. The DMO may propose and approve alternate locations, including locations not in the ROW but located on Municipal Property, to the location or locations requested in the Application, provided that such locations are acceptable to the Carrier from a technical and constructability perspective and are similar in cost. The DMO may also propose and approve alternate locations for Small Wireless Facilities that will in the City's view minimize any potential impacts to adjoining property owners and other users of the ROW, provided that such locations are technically feasible for the Carrier from a Service, constructability and cost perspective.
- G. The DMO shall review each Application in compliance with the shot clocks set forth in the FCC Wireless Infrastructure Order. The DMO shall evaluate, recommend other locations and approve or deny the Application on a competitively neutral basis, with no unreasonable discrimination among similarly situated applicants and installations based upon the DMO's administrative judgment, reasonably exercised.
- H. Within sixty (60) days of approval or denial of an Application, the DMO shall issue a written decision that either approves, approves with conditions, or constitutes a draft denial for the requested Small Wireless Facility Permit, with the reasons for such



decision set forth in written findings.

I. In the event that the DMO issues a draft denial for an Application, the Carrier and the City shall consider entering into a written tolling agreement as authorized by FCC regulations and the FCC Wireless Infrastructure Order to work in good faith to negotiate a resolution of the dispute. If a tolling agreement is not executed by both the City and Carrier within ten (10) days of the date of the DMO's draft denial, the draft denial shall be deemed a final decision and denial of the Application without any further action required by either party. The Carrier may pursue any remedy available to it under Applicable Laws.

J. An Application may be approved for any of the following Small Wireless Facility uses provided that the Carrier has complied with all applicable City requirements:

- i. Collocation on an existing City-owned Pole or Support Structure;
- ii. Collocation on an existing Pole or Support Structure not owned by the City, provided that the Carrier has submitted sufficient proof of permission from the owner thereof;
- iii. Collocation on a City-owned Pole or Support Structure following the replacement of such Pole or Support Structure, provided that: (1) the Carrier shall be solely responsible for all costs and expenses related to such replacement; (2) the replacement Pole or Support Structure shall be designed to match as closely as feasible the existing City-owned Pole or Support Structure with regard to size, color, materials, etc.; (3) the Carrier shall not retain any ownership rights in the Pole or Support Structure following its replacement; and (4) the Carrier shall continue to retain the obligation to maintain, repair and replace its Small Wireless Facility located on such Pole or Support Structure;
- iv. Collocation on a Pole or Support Structure not owned by the City following the replacement of such Pole or Support Structure, provided that Carrier has submitted sufficient proof of permission from the owner thereof, and provided that: (1) the City shall not be responsible for any costs and expenses related to such replacement; (2) the replacement Pole or Support Structure shall be designed to match as closely as feasible to the existing Support Structure with regard to size, color, materials, etc.; or
- v. Installation of a new Pole or Support Structure where, as determined by a Carrier in consultation with the DMO, no other existing Pole or Support Structure in the City ROW can be used for Collocation and provided that, where feasible, such new municipally owned Pole or Support Structure is designed in a manner that can structurally accommodate at least one additional Small Wireless Facility. If the Carrier is not proposing to collocate the Equipment, but proposing a new Pole or Support Structure where none currently exists in the ROW, the Carrier must provide evidence that

collocation is technically infeasible from a Service, constructability or cost perspective.

- K. The DMO may deny an Application on the following grounds:
- i. Subject to the applicable FCC Shot Clock, the Application is materially incomplete;
  - ii. The Small Wireless Facility would materially interfere with vehicular and pedestrian safety;
  - iii. The Small Wireless Facility would be in violation of the Agreement, Safety and Construction or Aesthetic Standards;
  - iv. The Small Wireless Facility would interfere with the City's obligations under the Americans with Disabilities Act; or
  - v. Any other violation of Applicable Law or creating a substantial adverse impact to the public health, safety, or general welfare within the City's jurisdiction to regulate.

#### SECTION V. CONSTRUCTION AND MAINTENANCE

- A. The Carrier shall be responsible for coordination of its construction and maintenance work with the DMO to avoid any interference with existing utilities, subsurface structures, facilities, streetlight operations, or other existing uses of the City ROW. The Carrier shall comply with all City construction regulations, including, but not limited to construction hours, waste management, noise abatement, traffic safety, traffic and parking regulations, street and sidewalk repair requirements, and the like.
- B. The Carrier shall install and perform all work on Small Wireless Facilities in strict compliance with its approved permits and in a diligent, skillful, and workmanlike manner consistent with the Safety and Construction Standards. No later than seven (7) days before commencing installation of a Small Wireless Facility, the Carrier shall provide to the DMO a schedule of construction activities and a list of the names, places of business, and license numbers of all contractors who will perform the work. The Carrier shall be responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable Law when performing work on behalf of the Carrier.
- C. The Carrier shall be solely responsible for working with the electric utility to establish electrical power to its Small Wireless Facilities, which shall be metered or otherwise charged separately from any other City or utility infrastructure located in the ROW, and the Carrier shall be solely responsible for the payment of electrical utility charges for the Small Wireless Facility. Drawings and specifications for any power supply routing shall be provided promptly to the DMO. The Carrier shall be solely responsible for making all arrangements with the electric utility, including but

not limited to initial powering of the equipment and emergency procedures in case of damage to the pole and/or any equipment placed on the pole. The Carrier shall place notice on each pole as to contact information of the Carrier's personnel in case of emergency. The DMO shall provide any consents to the electric utility as may be required for Carrier's work.

- D. After performing construction or maintenance work or any other modification related to the Small Cell Facility, the Carrier shall leave the ROW in the same condition as it existed before the work commenced, reasonable wear and tear and deterioration by the elements excepted. The Carrier shall be solely responsible if such work disturbs or alters any utility infrastructure or other surface or subsurface structure in the City ROW or any City street or sidewalk, and the Carrier shall at its own expense restore such utility infrastructure, other structures or the City street or sidewalk to its original condition. If the Carrier does not perform such restoration within 30 days, the City shall have the option upon 10 days prior written notice, or sooner if required to protect or preserve public health or safety, to perform or cause to be performed such restoration work and to charge the Carrier for the costs incurred by the City whether such restoration is performed with internal forces and resources or by contract. The Carrier shall promptly reimburse the City for any such costs within 30 days of its receipt of a demand for payment containing a sufficiently detailed invoice or list of charges, with interest accruing at the legal rate for any payment made after the expiration of such 30-day period.
- E. If the installation of a Pole or Support Structure results in the creation of a double pole, Carrier shall cooperate in good faith with the City's efforts, if any, to eliminate the double pole. Such efforts may include, but are not limited to, cooperation to relocate attachments owned or operated by other entities from the original pole to the new pole.
- F. The Carrier shall not be required to obtain prior City approval for, but must notify the DMO of, maintenance and repairs that are: (i) necessary to maintain the structural integrity of a Support Structure; (ii) required to address an emergency; or (iii) limited to the repair, replacement, modification, or installation of internal components; (iv) or the replacement or upgrade of Equipment with new components that are substantially similar to the original with respect to color, size, and other aesthetic qualities, do not require any structural modifications to the Support Structure, and (v) are otherwise reasonably consistent with the Aesthetic Standards and the Safety Standards. All other maintenance and repairs or other modifications to a Small Wireless Facility shall require the Carrier to submit an Application as if applying for an initial installation of a Small Wireless Facility, subject to Applicable Laws.

## **SECTION VI. TERM OF AGREEMENT AND SMALL WIRELESS FACILITY PERMITS**

- A. This Agreement shall commence upon the Effective Date and have an initial term of five (5) years or as otherwise provided herein (the "Term"). The Term of this Agreement shall thereafter automatically renew for one five (5)-year renewal term, unless the Carrier provides the City written notice of termination at least ninety (90) days prior to the expiration of the Agreement's initial Term. The Carrier may terminate this Agreement at any time, upon 90 days' prior written notice. City may terminate this Agreement upon any material violation or breach by the Carrier that continues beyond the expiration of any cure period provided herein. The City shall give the Carrier a reasonable time to cure any such material violation or breach depending upon the nature of such violation or breach, provided that it shall be no less than 30 days and no more than 120 days.
- B. Each Small Wireless Facility Permit granted under this Agreement shall be valid for as long as this Agreement remains in effect or for (10) ten years from the date of issuance of such Permit, whichever is longer; provided, however, that installation of each Small Wireless Facility shall commence within twelve (12) months and be completed no later than fifteen (15) months from approval of the Small Wireless Facility Permit, and failure to comply with this requirement, except for events constituting force majeure, shall result in the expiration of the Permit except that the DMO may grant an extension of up to 120 days.
- C. The obligations of the Carrier with respect to maintenance and repair of equipment, payment of fees, insurance and indemnification shall survive the termination of this Agreement.

## SECTION VII. REMOVAL AND/OR RELOCATION OF SMALL WIRELESS FACILITIES

- A. The Carrier acknowledges that the City, upon 90 days' prior written notice, may require the Carrier to relocate all or a portion of any Small Wireless Facility to an alternative location made available by the City and acceptable to the Carrier, at the sole cost and expense of the Carrier, if the City determines, in its reasonable discretion, that the relocation is needed to facilitate the use of the ROW for municipal purposes directly related to City economic development or the public health, safety, or general welfare. Should the Carrier fail to relocate any such Small Wireless Facility by the date established by the City, the City may remove such Small Wireless Facility and the expense thereof shall be paid by the Carrier within 30 days, including all expenses incurred by the City due to the Carrier's delay. The City and the Carrier shall cooperate to the extent possible to assure continuity of service during any such relocation, and the City shall use reasonable efforts to afford the Carrier a reasonably equivalent alternative location.
- B. If the City should reasonably determine that it is necessary in response to any public welfare or safety emergency that threatens imminent personal injury or property damage, the City may temporarily or permanently disconnect or remove any Small Wireless Facility within the City ROW. In cases of emergency, the City shall provide such notice as is practicable under the circumstances.
- C. The Carrier shall notify the City and remove any unused Small Wireless Facility within 30 days of its cessation of operations in providing services.
- D. Upon a City termination or the expiration of any Small Wireless Facility Permits granted pursuant to this Agreement, the Carrier shall have 90 days to remove such Small Wireless Facility and to restore any disruptions to the City ROW or municipal use of the Pole or Support Structure, except that the DMO may grant an extension of up to 30 days to vacate the Pole or Support Structure.

## SECTION VIII. FEES AND CHARGES

- A. The following non-recurring fees are required for each Small Wireless Facility and shall be due upon Application submission:
  - i. For collocations or facilities mounted on an existing or replacement Pole or Support Structure - \$500.00 for a batch of five or fewer and \$100.00 for each additional facility.
  - ii. For new pole placements - \$1,000.00.
- B. The following annual fees are required for each Small Wireless Facility:
  - i. For collocations or facilities mounted on an existing or replacement Pole or Support Structure - \$270.00 per year
  - ii. For new pole placements - \$270.00 per year

- C. The first year's annual fee shall be due within 90 days of when the installation is complete and shall not be prorated, regardless of the date of such completion. For each subsequent year, the annual fee shall be due on or before January 31.
- D. The City shall provide the Carrier a completed, current Internal Revenue Service Form W-9 and state and local withholding forms, if required, in order for a Carrier to make fee payments to a City.
- E. In the event that any Federal or State legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Small Wireless Facilities in the ROW that differ in any material respect from the terms of this Agreement (a "**New Law**"), then either Party may, upon thirty (30) days prior written notice, require that the fees to be paid under this Section be adjusted to conform to the New Law. Such fees shall then apply on a going-forward basis for all existing and new Small Wireless Facilities, unless the New Law requires retroactive application, in which case such new fees shall apply retroactively. In the event that the Parties are unable to agree upon new terms within ninety (90) days after notice of such New Law, then any fees specified in the New Law shall be paid retroactively until the negotiations are completed or otherwise determined by a court of competent jurisdiction, whereupon the previous fees paid shall be adjusted accordingly.
- F. No more frequently than once per calendar year, the City may provide the Carrier with written notice that it will review the fees paid under this Section in accordance with the FCC Wireless Infrastructure Order and the City's costs ("**Fee Notice**"). Any Fee Notice by the City shall include a line item spreadsheet of those costs the City incurred in managing the Carrier's access to the ROW, as authorized and contemplated in the FCC Wireless Infrastructure Order, and include in the Fee Notice a proposed adjustment of the fees prospectively with the Carrier. In the event that the Parties are unable to agree upon adjusted fees within 90 days after the City's issuance of the Fee Notice, the Carrier shall pay 115% of the fees specified in the Agreement prospectively until the negotiations are completed or otherwise determined by a court of competent jurisdiction, whereupon all fees paid by the Carrier subsequent to the Fee Notice shall be adjusted accordingly dating back to the commencement of the renewal term.
- G. The Carrier shall provide the City's Assessor information on the value of the Carrier's Equipment and other property that is subject to this Agreement in accordance with the requirements of any Applicable Laws.

## SECTION IX. ADDITIONAL PROVISIONS

- A. The Carrier's Small Wireless Facilities must comply with Applicable Laws, including

all applicable standards and regulations of the FCC and any other applicable State or federal government agency with the authority to regulate exposure to RF emissions, and the Carrier shall defend, indemnify, and hold harmless the City, its elected and appointed officials, department heads, employees, agents and servants from and against any damages arising from any violation by the Carrier of any such Applicable Laws and regulations during the performance of its activities pursuant to this Agreement. The City reserves the right to conduct at its sole expense on-site post-installation RF emissions testing.

- B. Consistent with Applicable Laws, the Carrier shall ensure that its Small Wireless Facilities will not cause RF interference with wireless communication facilities or devices, cable television, broadcast radio or television systems, or satellite broadcast systems, or police, fire department, emergency operations, Shot-Spotter, walkie-talkie and other similar systems used in a City existing at the time of installation of its Small Wireless Facilities. The Carrier shall further ensure that its Small Wireless Facilities will not cause any RF interference with traffic, public safety, or other communications signal equipment existing at the time of installation of its Small Wireless Facilities. The City shall include substantially similar interference language in all future right-of-way access agreements for Small Wireless Facilities to ensure that the Carrier is protected from RF interference. A Carrier may only use FCC licensed or unlicensed spectrum for which it has the requisite federal authority to use in the provision of telecommunications services, provided such spectrum does not interfere with existing City operations utilizing FCC licensed or unlicensed spectrum.
- C. The carrier shall maintain accurate maps and other appropriate records of its Small Wireless Facilities, including GIS location and information data, and such information shall be provided to the City upon the DMO's request, no more than one time per year and as part of any DMO request for Updated Deployment Plans. All location and information data provided to the City under this section shall be GIS-compatible and shall include the following minimum information on the Carrier's Small Wireless Facilities and Equipment: Site Name; Site Address; Site coordinates; Site Technology Type (e.g., 4G or 5G); Site Status; Inservice Activation Date; and such additional information as a City may reasonably require. The City shall treat such location and information data in accordance with the terms of the Confidentiality and Non-Disclosure Agreement entered into by the Parties hereto. D. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in a Carrier any real property interest in any portion of the City ROW or any other City property, including but not limited to, any fee, leasehold or easement interest in any land; provided, however, that this Agreement may, subject to Applicable Laws, create an interest subject to taxation and that the Carrier, its successor, lessee or assign may be subject to the payment of such taxes.

## SECTION X. INDEMNIFICATION, INSURANCE, BONDS, ETC.

- A. The City and its employees and agents shall not be liable for injury or damage to any persons or property resulting from the installation, operation, maintenance, repair, and/or removal of Small Wireless Facilities within the ROW including but not limited to diminution in the value of any property, damages for loss or restriction of use of the City's ROW, damages arising from any use, storage, release, or disposal of hazardous materials and/or substances, and damages arising from any interruption of services of the Small Wireless Facilities. To the extent permitted by Applicable Law, the Carrier releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, department heads, officers, employees, agents, successors and assigns (each, an "Indemnified Party"), from any and all such claims, costs, damages, judgments, awards, and/or liability for injury or death of any person, or damage to property to the extent caused by or arising out of any acts or omissions of a Carrier, its agents, officers, employees, and contractors in the performance of the activities permitted by this Agreement and/or the installation, operation, maintenance, repair, and/or removal of Small Wireless Facilities except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of an Indemnified Party. This indemnification shall survive the termination or expiration of this Agreement.
- B. The City shall give prompt written notice to the Carrier of any claim for which the City seeks indemnification. The Carrier shall have the right to investigate these claims with prompt notice to the City Corporation Counsel or equivalent. The Carrier shall not settle any claim subject to this Section without the prior written consent of the City, unless the settlement (i) will be fully funded by the Carrier, (ii) does not contain an admission of liability or wrongdoing by any indemnified party and (iii) does not have a detrimental effect on the City or its public health, safety or welfare. Any required consent shall not be unreasonably withheld, delayed or conditioned in the exercise of a City's commercial business judgment, reasonably exercised. Each party shall have all rights and remedies available at tort law, with respect to each other, for any claims, lawsuits, damages, judgments, awards, and/or liability for injury or death of any, or damage to property to the extent caused by or arising out of any negligent acts or omissions of any other party, its elected and appointed officials, department heads, officers, directors, employees, agents, successors and assigns in the performance of this Agreement.
- C. Notwithstanding any provision to the contrary, in no event shall either Party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other Party or any customer or third party or any other person for lost profits or other business interruption damages of such Party's customers, advertisers, users, clients, licensees, concessionaires, or any other person, firm, or entity.



- D. Each Carrier acknowledges that each City has made no warranties or representations regarding the fitness, availability or suitability of any City ROW, municipal property including but not limited to any Pole or Support Structure or utility infrastructure for the installation of Small Wireless Facilities, or for any other activities permitted under this Agreement, and that, except as expressly provided in this Agreement, any performance of work or costs incurred by a Carrier in the deployment of Small Wireless Facilities contemplated under this Agreement by a Carrier is at the Carrier's sole risk. Except as otherwise expressly provided in this Agreement, each Carrier, respectively, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, every Indemnified Party from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the City facilities and utility infrastructure located in the City ROW except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of an Indemnified Party. The City agrees: (i) to allow the Carrier to investigate the location of City ROW, municipal property and utility infrastructure (provided permission from the utility is first obtained); and (ii) to work cooperatively with the Carrier to facilitate the investigation of City ROW, municipal property and utility infrastructure under consideration as a location for a Small Wireless Facility, for the possible presence of lead-based paint, asbestos, or other hazardous substances (as that term may be defined under Applicable Law), or to identify physical or structural deficiencies. The City agrees to comply with Applicable Law with respect to the ongoing maintenance of any City-owned Support Structures. The Carrier shall be responsible to maintain any of its Facilities located thereon.
- E. The Carrier shall maintain and keep in effect during the Term of this Agreement commercial general liability insurance, as per ISO form or equivalent, with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate, insuring the Carrier and including the City as an additional insured by policy endorsement as their interest may appear under this Agreement insuring against loss, damage, cost, expense or liability for damage to property or injury, illness, or death of person occurring or to the extent arising out of or resulting from a Carrier's use and occupancy of the City ROW and the operations conducted thereon in connection with the deployment of its Small Wireless Facilities in accordance with this Agreement. *The Carrier's policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City.*
- F. To ensure that the City will have some recompense if the Facilities are abandoned or result in other unexpected costs, the Carrier agrees, prior to the commencement of any work under an approved Small Wireless Facilities Permit, to post a removal bond or bonds in the following amounts: an initial bond in the amount of \$20,000.00, which shall cover the collocation of up to ten (10) Small Wireless Facilities on an existing or replacement Pole or Support Structure, and thereafter subsequent bonds in

the amount of \$20,000.00 per Pole or Support Structure, which shall cover the collocation of ten (10) additional Small Wireless Facilities on an existing or replacement Support Structure; and a bond in the amount of \$10,000.00 for any new Support Structure. Such removal bonds shall name the City as the beneficiary and the Carrier as the obligor and shall be delivered to the City's Corporation Counsel or equivalent.

- G. The City acknowledges that the Carrier may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment and Pole Placements (the "Collateral") with third party financing entities. In connection therewith, the City: (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Annual Fees due or to become due, and that such Collateral may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

#### SECTION XI. VALIDITY AND CONSTRUCTION OF AGREEMENT

- A. **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof and may not be amended or modified except by a written instrument executed by the Parties hereto. No waiver of any right or remedy hereunder shall be effective unless and until set forth in a writing delivered to the other Party, and a waiver, forbearance or other failure to enforce any right or remedy on any given occasion or under any specified circumstance shall not be construed as, or have the effect of, a waiver of such rights or remedies on any other occasion or under any other circumstances.
- B. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and shall not be modified or amended except by an express written agreement signed by a duly authorized representative of each Party. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City or a Carrier.
- C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution and delivery may be accomplished by facsimile or other electronic means.
- D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to its conflicts of laws principles, and, where applicable, federal law. In the event that any claim, complaint,

or litigation is brought by either Party to this Agreement against the other for breach of this Agreement, or for an interpretation of this Agreement, each party shall bear its own costs, including legal fees and expenses. Any such claim, complaint or litigation shall be resolved in a court of competent jurisdiction over the parties located nearest to the City in Connecticut.

- E. Severability. If one or more of the provisions in this Agreement are held by an agency or court of competent jurisdiction, in a final, non-appealable order, to be invalid, void, voidable, unenforceable or illegal, such provision shall be deemed severable from the remaining provisions of this Agreement. Such invalid, void, voidable, unenforceable or illegal provision shall not affect the remaining provisions of this Agreement so long as the material purposes of this Agreement can be determined and effected.
- F. Transfer and Assignments. A Carrier shall not assign or otherwise transfer all or any part of its interest, rights, and duties in this Agreement, or sublet the area licensed hereunder or any portion thereof to be occupied by anyone other than the Carrier, without the City's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed in the exercise of its commercial business judgment, reasonably exercised. Any transfer that is not in compliance with this Section shall be void. Notwithstanding the foregoing, a Carrier may, without the consent of the City assign this Agreement, any Small Wireless Facility Permit, and/or related permits to any affiliate which (i) shall control, be under the control of, or be under common control with a Carrier; (ii) is a successor to a Carrier either by merger or other consolidation of the Carrier; or (iii) acquires all or substantially all of the Carrier's assets in the market defined by the FCC in which the Facilities are located, provided that such entity is bound by all of the terms and conditions of this Agreement. The Carrier shall provide the City notice of any such assignment within a reasonable period of time after the consummation thereof and the City may reject such assignment that violates or is inconsistent with this Section XI, Subsection F.
- G. Force Majeure. No failure by a Party to perform its obligations in accordance with this Agreement shall be deemed a material breach or grounds for termination if such failure to perform occurred as a result of circumstances beyond such Party's reasonable control as described below. Further, the time for performance of any duties or obligation of a City or a Carrier shall be extended for the period during which performance was delayed or impeded due to causes beyond such Party's control, including but not limited to strikes, lockouts, labor disputes, supply shortages, utility outages, cable dig-up by a third party, civil disorders, actions of governmental authorities, actions of civil or military authority, national emergency, insurrection, riots, war, acts or threats of terrorism, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the Party required to perform an act, the Party shall be excused from performing that act

for a period equal to the period of the preventing circumstance or delay. If a Carrier or a City claims the existence of a circumstance preventing performance, upon written demand for performance, the Party claiming the delay shall notify the other Party in writing of that fact within thirty (30) days after the beginning of any such circumstance. Economic hardship, misfeasance, or malfeasance of a Party's directors, officers, employees, council, officials or agents shall not be considered as a condition beyond the fault or control of the defaulting Party.

- H. Confidentiality. The City shall make accepted Applications publicly available in accordance with the Connecticut Freedom of Information Law, provided, however, that the City shall redact or withhold from disclosure such portions of the Application materials specifically identified in accordance with the terms of the Confidentiality and Non-Disclosure Agreement entered into by the Parties hereto.
- I. Authority to Execute. Any individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.
- J. Notices. All notices required or permitted to be given to either Party under this Agreement shall be in writing by first-class mail or overnight mail delivery service to the addresses of the Parties set forth on **Exhibit 2** attached hereto and changes to such addresses shall be provided to the other Parties in the same manner as for notice . The Parties may change their contact information at any time by written notice.
- K. Nothing herein shall be construed to prohibit or limit the ability of any City to provide telecommunication services to its residents and business without charge.

[SIGNATURE PAGE TO FOLLOW

**IN WITNESS THEREOF**, the Parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CITY OF \_\_\_\_\_

CARRIER \_\_\_\_\_

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

Title:

Date: \_\_\_\_\_

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

Title:

Date: \_\_\_\_\_

**CERTIFICATE OF COMPLETENESS**

**AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
City Attorney

Dated:

## Exhibit 1

### Aesthetic Standards

Exhibits 1a through 1(?) incorporate City-approved Facility designs for aesthetic purposes ("Pre-Approved Facility Design"). An Application for a Small Cell Facility Permit which incorporates a Pre-Approved Facility Design shall be deemed to comply with the City's Aesthetic Standards.

When Equipment is located within Pole structures, the base of the pole shall be no larger than required to accommodate the Equipment in accordance with the City's Aesthetic Standards and Carrier technical requirements for Service from the Small Wireless Facility.

All materials and colors shall match the exterior of the Pole or Support Structure so as to blend in as much as possible.

In the event an Application seeks a permit for a Facility involving a Pole or Support Structure for which there is no Pre-Approved Facility Design, the DMO shall have authority to issue a Small Cell Facility Permit for a similar design on a site by site basis and without the need for an amendment to this Agreement.

The minimum linear distance between Poles used by the Carrier on the same street shall be 500 feet, unless the Pole proposed is configured to accommodate collocation by multiple carriers or the Pole is otherwise permitted for use as a Small Wireless Facility by the DMO evaluating the location in accordance with the same standards set forth in Section IV.F of the Agreement for alternative sites.

The minimum linear distance separating any Poles or Support Structures on the same street and containing any Small Wireless Facilities shall be 150 feet unless a location is proposed at an intersection or is otherwise permitted for use as a Small Wireless Facility by the DMO evaluating the location in accordance with the same standards set forth in Section IV.F of the Agreement for alternative sites.

New York City Approved Pole Top and Cabinet Installations on City Street Lights and Traffic Signals







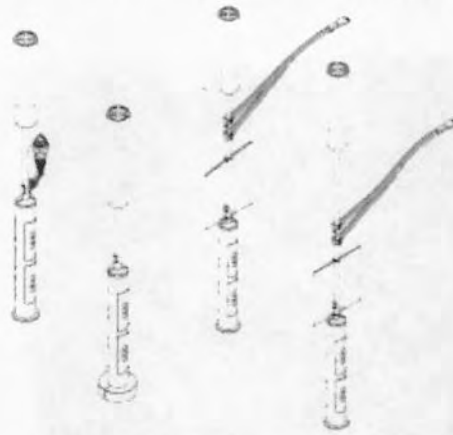


City of New York Approved Franchise for LinkNYC – Wifi/Advertising/Multi Carrier 5G



*These renderings show the proposed Link5G kiosk with and without screens, left; and the proposed Link5G kiosk with screens for commercial and manufacturing areas, right.*

## City of Weehawken NJ Multicarrier Approved Poles



*Weehawken decided on four standardized pole styles with and without lighting and banner arms to suit the aesthetics of the area.*



City of Minneapolis Approved Waste Receptacle with 5G Small Cell



Exhibit 2

DMO Designation

The City Engineer shall perform the function of the DMO.

The Carrier's address for notice purposes is:

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## Exhibit 3

### Safety & Construction Standards

When collocated on a Pole with traffic signals or security cameras, antennas shall be located above any traffic or security cameras, and no less than 10 feet above grade measured at the Pole base.

The base of any Pole mounted Equipment shall be no lower than 10 feet above the finished surface of any sidewalk immediately adjacent to the Pole unless contained in the Pole pursuant to the City's Aesthetic Standards.

**City of Bridgeport**

**Connecticut**

**Department of Public Facilities**

**SIDEWALK - CURBS & DRIVEWAYS**

**SPECIFICATIONS & STANDARD DETAILS**



**Adopted 2007**

**Revised 2016**

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# SPECIFICATIONS FOR CONCRETE WALKS AND CURBS

## 1. SIDEWALKS

**A. GENERAL** - All concrete walks referred to herein shall mean all pavement designated on drawings as "Concrete Walks", "Conc. Walks". All concrete walks are to be one course constructed to the width and thickness designated on the drawings. See Sidewalk Standard Details.

### **B. SUB-BASE**

**(a) Preparation** - The surface shall be stripped of all loam, muck, old pavement, organic and other objectionable material. All soft and spongy places shall be removed and shall meet CT DOT Form 817 Article M.02 requirement. Sub-base shall be thoroughly compacted in layers not exceeding six (6) inches in thickness. Material for sidewalk sub-grade shall meet the requirement of section M.03.02 for Class C Concrete.

**(b) Deep Fills** - Fills exceeding foot shall be considered deep fills. Deep Fills shall be made with clean fill material free of muck, loam, clay, spongy or perishable material. Fill material shall be spread in layers not exceeding one foot in thickness and each layer thoroughly compacted. The top of all fills shall extend beyond the walk on each side at least one and one-half (1 1/2) feet. Fill material shall be brought to within one (1) foot of finish sub-grade. The final foot of fill shall be made with bank gravel spread in two (2) layers. Each shall be compacted to a six (6) inch depth. Rolling shall be done by a self-propelled roller weighing not less than four (4) ton. Any areas inaccessible to the roller shall be hand-rolled and tamped. The gravel base is to be smooth and true to grade, as shown on the drawings.

**(c) Wetting** - While compacting the sub-base, the material shall be thoroughly wet, and shall be damp when the concrete is deposited but shall show no pools of water.

### **C. FORMS**

**(a) Materials** -Forms shall be free from warp and of sufficient strength to resist springing out of shape.

**(b) Setting** -The forms shall be well staked or otherwise hold to the established lines and grades and their upper edges shall conform to the established grade of the walk and shall extend to the bottom of the concrete and shall be banked with earth or supported and sealed by some other approved method to prevent leakage unless otherwise noted.

**(c) Treatment** - All wood forms shall be thoroughly wetted and metal forms oiled with non staining oil before depositing any material against them. All mortar and dirt shall be removed from forms that have been previously used.

**(d) Removal** - Forms shall remain in place until the concrete has thoroughly hardened but the dividing plates shall be removed promptly after the concrete is of sufficient hardness to prevent slabs from flowing together.

**D. EXPANSION JOINTS** - A one-half ( $\frac{1}{2}$ ) inch joint shall be provided once every twenty (20) feet, which shall be filled up to one-half ( $\frac{1}{2}$ ) inch below the surface of the walk with suitable material. All construction and expansion jointing shall extend to the bottom of the concrete and radial joints shall be installed on curved walks. A similar joint shall be provided at each intersection of sidewalk and street curb and each intersection of sidewalk with concrete driveway. Sidewalks shall be separated from abutting buildings by a one-half ( $\frac{1}{2}$ ) inch joint.

**E PLACING** - After mixing, the concrete shall be handled rapidly and the successive batches deposited in a continuous operation completing individual sections to the required depth and width. Under no circumstances shall concrete that has partly hardened be used. The forms shall be filled and the concrete brought to the established grade by means of strike board or straight-edge. The method of placing the various sections shall be such as to produce a straight clean-cut joint between them, so as to make each section an independent unit. Any concrete in excess of that needed to complete a section at the stopping of work shall not be used. In no case shall concrete be deposited upon a frozen sub-grade or sub-base.

#### **F.FINISHING**

(a) After the concrete has been brought to the established grade by means of a strike-board, it shall be worked with a wood float to the desired surfaces hereinafter specified. In no case shall dry cement or a mixture of dry cement and sand be sprinkled on the surface to absorb moisture or to hasten hardening. The entire sidewalk shall be jointed or flagged in sections equal to the width of the work or as otherwise directed by the Director of Public Facilities. The surface edges of all slabs shall be rounded to a radius of one-half ( $\frac{1}{2}$ ) inch, unless otherwise specified by the Director of Public Facilities.

(b) **SURFACE** - The surface shall be floated with a wooden float only, producing an even, gritty finish. On wide sidewalks the finishing may be done with two applications of a canvas belt, not less than six (6) inches wide, and about two (2) feet longer than the width of the sidewalk. For the first application, the belt shall be drawn across the surface with vigorous strokes at least twelve (12) inches long, and moved ahead very slightly at each stroke. The second application shall be given immediately after the water glaze or sheen disappears, and the stroke of the belt shall be no more than four (4) inches, while the longitudinal motion shall be greater than during the first application.

**G. CURING** - Curing of concrete shall be by use of colorless membrane type curing material which shall not permanently discolor the surface or by moisture retaining covers of burlap, cotton, or watertight paper. Where curing compounds are used it shall be suitable to seal the surface of the concrete in one application and shall harden within 60 minutes after application. Curing material shall be applied to all exposed surfaces by means of approved spraying equipment. It shall be sprayed uniformly to the surface as soon as possible after free surface water has disappeared from the concrete surface at a rate of one gallon per 200 square feet. Where moisture retaining covers are used, care shall be taken to cover the entire concrete surface including exposed sides of members. The covers shall be kept constantly moist and have sufficient strength to withstand wind and abrasive action. Covers shall be placed as soon as possible after free surface water has disappeared and the surface is hard enough to resist marring from the covers. Covers shall remain in place for seven (7) days.

**H. PROTECTION** - The freshly finished curb shall be protected from hot sun and drying winds until it can be sprinkled and covered as above specified. The concrete surface must not be damaged or pitted by rain drops, and the contractor shall provide and use, when necessary, sufficient covering to completely protect all sections that have been placed within the preceding twelve (12) hours. The contractor shall erect and maintain suitable barriers to protect the curb from traffic and any section damaged from traffic or other causes, shall be repaired or replaced by the contractor at his own expense in a manner satisfactory to the Director of Public Facilities.

**I. TEMPERATURE** - If, at any time during the progress of work, the temperature is 40 degrees Fahrenheit and falling, concrete will not be placed unless specifically pennitted by the Director of Public Facilities. Cold Weather curing of sidewalk must be approved by the Department of Public Facilities.

**J. METHOD OF PAYMENT** - Compensation for concrete sidewalks shall be made at the unit price bid per square foot in the Proposal. Said price shall include all materials, equipment and labor necessary for grading, preparation of the sub-base, forming, placing, curing and protection of the completed work.

## **2. CONCRETE CURBS**

**A. GENERAL** - Concrete curbs shall be of the size and shape as shown on the Drawings. The top corner of the face shall be rounded to the radius of at least one (1) inch and the top corner on the back of the curb shall also be neatly rounded with special tools.  
*See Standard Details for Concrete Curbs.*

**B. SUB-GRADES** - The material underlying the concrete curbs shall be satisfactory and thoroughly compacted to an even bearing sub-grade. Any unsuitable material, in the opinion of the Director of Public Facilities shall be removed and replaced with acceptable material and compacted.

### **C. FORMS**

(a) **MATERIALS** - Forms shall be free from warp and of sufficient strength to resist to springing out of shape.

(b) **SETTING** - The forms shall be well staked or otherwise held to the established lines and grades and their upper edges shall conform to the established grade of the curb and shall extend to the bottom of the concrete, and shall be banked with earth or supported by some other approved method to prevent leakage.

(c) **TREATMENT** - All wood forms shall be thoroughly wetted and metal forms oiled with a non-staining oil before depositing any material against them. All mortar and dirt shall be removed from forms that have been previously used.

(d) **REMOVAL** -Forms shall remain in place until the concrete has thoroughly hardened but in no case less than eighteen (18) hours after pouring.

**D. PLACING** - Concrete shall be placed carefully so as not to disturb the alignment and position of forms. Sufficient spading or vibrating shall be done along the forms to ensure smooth, dense surfaces.

**E. FINISHING** -The top of the curb shall be finished by troweling; all joints shall be tooled with approved edging tool. Immediately upon removal of the forms all exposed surfaces shall be rubbed to a smooth, uniform and even surface by means of a soft rubbing brick or carborundum stone. Plastering with mortar to finish or build up will not be permitted. Should any portion of the surface or face of the curb depart more than one-fourth (1/4) of an inch from a straight edge ten (10) feet in length placed on the line of the curb, or should any part of the exposed surface present a wavy appearance, the same will be sufficient cause for rejection of that portion of the work.

**F. JOINTS** - All concrete curbs shall be jointed or flagged in sections approximately six (6) feet in length. Where walks and curbs are combined, jointing or flagging shall be at the same spacing and locations as specified for walks.

**G. EXPANSION JOINTS** - A one-half (1/2") inch joint shall be provided at least every twenty-five (25) feet, which shall be filled up to one-half (1/2") inch below the surface of the curb with suitable material. All construction and expansion jointing shall extend to the bottom of the concrete. A similar joint shall be provided at each intersection of sidewalk and street curb. Where walks and curbs are combined, expansion joints shall be placed at the same spacing and location as specified for walks.

**H. CURING** - Curing of concrete shall be by use of colorless membrane type curing material which shall not permanently discolor the surface or by moisture retaining covers of burlap, cotton, or watertight paper. Where curing compounds are used it shall be suitable to seal the surface of the concrete in one application and shall harden within 60 minutes after application. Curing material shall be applied to all exposed surfaces by means of approved spraying equipment. It shall be sprayed uniformly to the surface as soon as possible after free surface water has disappeared from the concrete surface at a rate of one gallon per 200 square feet. Where moisture retaining covers are used, care shall be taken to cover the entire concrete surface including exposed sides of members. The covers shall be kept constantly moist and have sufficient strength to withstand wind and abrasive action. Covers shall be placed as soon as possible after free surface water has disappeared and the surface is hard enough to resist marring from the covers. Covers shall remain in place for seven (7) days.

**I. PROTECTION** - The freshly finished curb shall be protected from hot sun and drying winds until it can be sprinkled and covered as above specified. The concrete surface must not be damaged or pitted by rain drops, and the contractor shall provide and use, when necessary, sufficient covering to completely protect all sections that have been placed within the preceding twelve (12) hours. The contractor shall erect and maintain suitable barriers to protect the curb from traffic and any section damaged from traffic or other causes, shall be repaired or replaced by the contractor at his own expense in a manner satisfactory to the Director of Public Facilities.

### **3. STONE CURB**

Stone curb may be either of granite or concrete.

Stones must be at least four (4) inches thick by eighteen (18) inches long and shall be deep throughout by at least throughout by three (3) feet-six (6) inches long and shall be at least the best hard gray granite.

The exposed face of the curb shall be smoothly dressed, bush hammered or axed; and where the sidewalk extends to the curb, the back also shall be smoothly dressed so the sidewalk may fit closely against the curb.

The upper face shall be cut at a level of about one (1) inch to a foot, so that when the face of the curb is set with a little inclination backward, the top face will be level or slope downward and to the front. The ends of the sections shall be smoothly dressed to the exposed depth, and truly squared from top to bottom so as to permit the dressed ends to come into close contact.

### **4. MATERIALS FOR CONCRETE WORK**

**A. COARSE AGGREGATE** - Stone for aggregate shall, except by permission of the Engineer, be obtained from one source.

The material shall be gravel or crushed stone having clean, hard, strong, durable, uncoated particles free from injurious amount of soft, friable elongated or laminated pieces. Coarse aggregate shall be uniformly graded from fine to coarse and with the following limits.

- Retained on the 1" screen, not more than 10% by weight.
- Retained on the 1/2" screen, 40% to 70% by weight.
- Retained on No.4 screen, not less than 90% by weight.

**B. FINE AGGREGATE** - Sand for aggregate shall, except by permission of the Director of Public Works, be obtained from one source. Sand shall consist of natural sand having clean, hard, uncoated grains, free from injurious amounts of dust lumps, soft and flaky particles, shale, alkali, organic matter, loam, or deleterious matter. Sand shall be of such sizes that it shall all pass a 3/8 inch sieve, and shall be graded from coarse to fine so as to produce the minimum percentage of voids

Grading shall be within the following limits..

- Retained on No.4 sieve, not more than 5% by weight.
- Retained on No. 16 sieve, 20% to 55% by weight.
- Retained on No. 50 70% to 95% by weight.
- Retained on No.100 90% to 100% by weight.

With respect to organic A.S.T.M. Method Designation C 40-48 shall give a color lighter than the standard.

**C. CEMENT** - All cement used shall be American Portland Cement, I or II and shall conform to A.S.T.M. Standards, Designation C 150-53. Methods of sampling and testing shall be in accordance therewith.

**D. WATER** - Water shall be clean, free from acid, alkali, vegetable or other organic matter.

**E. JOINT FILLER** - The joint filler shall be of a suitable elastic waterproof material that will not become soft and run out in hot weather, nor hard and brittle and chip out in cold weather, or prepared strips of fiber matrix and bitumen as approved by the Director of Public Facilities. The strips shall be one-half (1/2) inch in thickness, their width shall be at least equal the full thickness of the slab and their length shall be at least equal the width of the slab at joint.

## **5. CONCRETE WORK**

**A. PROPORTION** - Concrete shall be proportioned by weight, dry mixed, of cement, sand and coarse aggregate. The normal size of the coarse aggregate shall be 3/4 inch. The minimum strength of the concrete after 28 days shall be 4,000 pounds per square inch.

### **B. AIR ENTRAINMENT**

A. General: All concrete shall contain air through the use of either air entrained Portland Cement or by use of an air entrainment admixture added at the time of mixing or by a combination of both. The percent of entrained air in the concrete mix shall be 3 to 6 percent. If, during the course of construction, the air content is found to be slightly beyond these limits, the Contractor will be to alter the mix by varying the quantity of air entraining agent or by adjusting the sand content or by adding plain cement, subject to approval.

b. Tests: The method of testing for air content of freshly mixed concrete shall be the standard of the A.S.T.M. Designation C-138.

c. The Contractor shall have test cylinders cast prior to approval of the mix and tested at 7 days and 28 days at his expense. No concrete will be accepted until return of the 7 day tests and approval of the results by the Director of Public Facilities. Thereafter, cylinders will be required for every 25 cubic yards or as Director of Public Facilities. Cylinders shall be standard 6"x12". Compression tests will be made in accordance with A.S.T.M. Designation C 31-57.

**C. TRANSIT MIX CONCRETE** - Transit Mix Concrete shall conform to the A.S.T.M. Specifications C-94-58. The central plant producing the concrete and the equipment transporting it shall be subject to approval. Certificates shall be furnished by the plant producing the concrete for each batch of concrete, certifying that the material conforms to specifications requirements and stating the gallons of water per bag of cement. No changes shall be permitted in the quantity of water per bag of cement unless a receipt is given the driver by the purchase or the Director of Public Facilities.

## ORDINANCES

**Section 12.08.190 - *Permit for the Construction of Curbs, Gutters or Walks.*** No person shall construct in any street any new curb or walk, or combined curb and gutter, or driveway approach without first obtaining, from the Director of Public Facilities, a permit in writing so to do. Permits shall be upon blank forms furnished by said Director and shall specify the ownership and location of the property where the work is to be done and the nature and dimensions of such work. All permits must be on the ground during the continuance of the work and must be shown to all authorized persons, when required. All permits shall expire ninety days after the date of issuance unless sooner revoked. The provisions of this ordinance shall not prevent the making without such permit of minor repairs to any existing curb or walk, driveway, or combined curb and gutter, or by the agent of such owner.

**Section 12.08.220—*City Engineer to Furnish Line and Grade.*** Before commencing work under the permit provided in Section 12.08.190, such permit shall be exhibited to the city engineer, who shall furnish the permittee with appropriate line and grade stakes for the work therein contemplated. No work shall be done under said permit until said line and grade shall have been furnished.

**Section 12.08.230 -*Supervisory Power of Director of Public Facilities.*** All work performed under the permit provided in Section] 2.08.190 shall be subject to the supervision and inspection of the Director of Public Facilities or his authorized agent, who shall have full power to halt all work being done in violation thereof and to require all work to be completed in conformance therewith. In the event of the neglect or refusal of the permit tee or his agent to conform to such requirements, the Director of Public Facilities shall have the power to revoke such permit and to complete such work at the expense of the permit tee. Such supervision and inspection shall not relieve the contractor from any obligation to perform the work strictly in accordance with the provisions of this chapter, and with such rules, regulations, and specifications as may be adopted hereunder, or from full responsibility for the proper performance and quality of such construction.

**Section 12.08.240 -*Rules and Regulations, Power to Adopt.*** The Director of Public Facilities and the city engineer shall jointly adopt from time to time, such rules, regulations, and specifications for the conduct of the work to be performed under the permits provided in Section 12.08.190 as they may deem necessary. Such specifications shall incorporate approved standards and practices regarding dimensions and quality of curbs, walks, approaches and combined curbs and gutters, and shall state the proportions and quality of materials to be used in various types of construction. otherwise ordered by the City Council, the rear line of all correspond and be co-extensive with the outer line of the highway along which such walks are constructed.

**Section 12.08.040 -*Regulations as to Curb Corners.*** All curb corners shall be maintained as safety zones for pedestrians. A curb corner shall constitute the area lying within line drawn from the point of intersection two street lines forty-five to a line, produced, bisecting the included angle of such intersecting street lines, except where such included angle is less than ninety degrees, in which case the curb corner shall constitute the area lines drawn from such point of intersection to the respective street lines. There shall be no lowering of the curb within the bounds of any curb corner.

House Bill No. 7527

Public Act 77-385

**AN ACT CONCERNING CURB CUTS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 7 -118a of the general statutes is repealed and the following is substituted in lieu thereof:

(a) All curbs constructed or replaced by the state or any political subdivision thereof, on or after [ July 1, 1975 ] October 1,1977, shall be designed with cuts at all reasonable access for the safe and convenient movement of handicapped persons.

Such cuts shall meet the following specifications:

- (1) The cut shall have a surface that is textured and nonslip
- (2) The cut shall be at least thirty-six inches wide
- (3) The cut shall have a slope not greater than four degrees fifty minutes and shall be beveled at the bottom.

(b) ANY CURB NOT CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION (a) OF THIS ACT SHALL BE BROUGHT INTO COMPLIANCE WITH THE PROVISIONS OF SUCH SUBSECTION BY THE PERSON, PARTNERSHIP OR CORPORATION WHICH CONSTRUCTED SUCH CURB WITHIN NINETY DAYS FROM THE TIME SUCH PERSON, PARTNERSHIP OR CORPORATION KNOWS OF SUCH NONCOMPLIANCE. IN THE EVENT SUCH PERSON, PARTNERSHIP OR CORPORATION FAILS TO ACT IN ACCORDANCE WITH THE PROVISIONS OF THIS SUBSECTION, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WHEREIN SUCH CURB IS LOCATED OR RESPONSIBLE FOR THE CONSTRUCTION OR REPLACEMENT OF SUCH CURB, SHALL BRING SUCH CURB INTO COMPLIANCE WITH THE PROVISIONS OF SUBSECTION (a) OF THIS ACT WITHIN NINETY DAYS FROM THE TERMINATION OF THE PERIOD OF TIME PROVIDED HEREIN FOR SUCH PERSON, PARTNERSHIP OR CORPORATION TO BRING SUCH CURB INTO COMPLIANCE WITH THE PROVISIONS OF SUBSECTION OF THIS ACT.



# STANDARD DETAILS

## INDEX

### SIDEWALK DETAILS

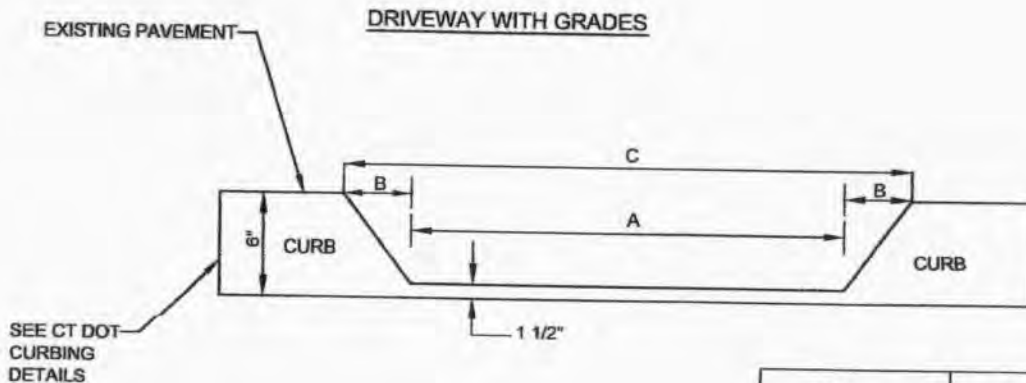
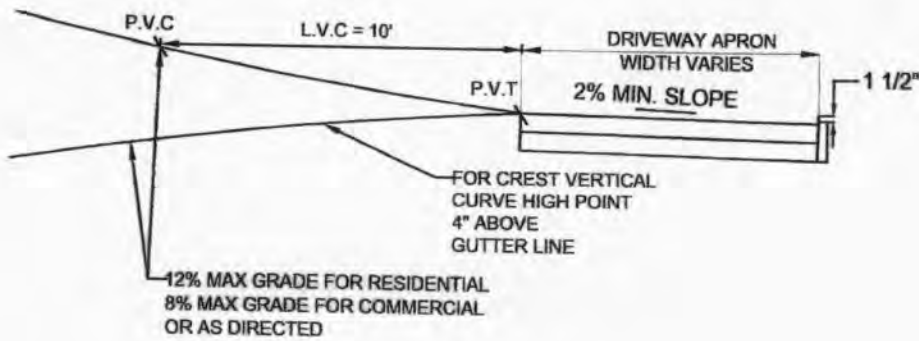
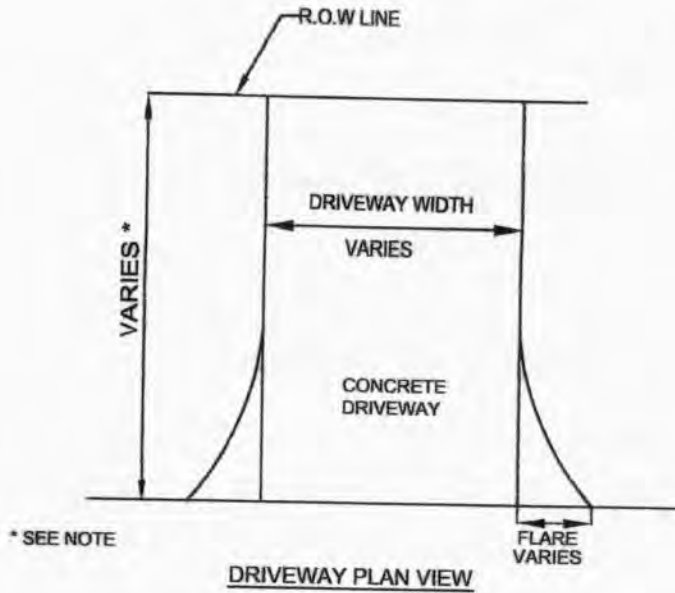
1. CONCRETE DRIVEWAY WITHOUT SIDEWALK ..... SHEET 01
2. NARROW SIDEWALK WITH NO LEVEL LANDING..... SHEET 02
3. WIDER SIDEWALK DRIVEWAY CROSSING .....SHEET 03
4. DRIVEWAY CROSSING WITH SIDEWALK  
ADJACENT TO GRASS PLOT .....SHEET 04
5. CONCRETE & STONE CURB.....SHEET 05
6. LOCAL RESIDENTIAL STREET.....SHEET 06

### CT DOT SIDEWALK RAMP DETAILS

1. SIDEWALK RAMP .....SHEET 1
2. SIDEWALK RAMP .....SHEET 2
3. SIDEWALK RAMP .....SHEET 3
4. SIDEWALK RAMP .....SHEET 4

**NOTES:**

1. DRIVEWAY LENGTH VARIES WITH R.O.W LENGTH.



TYPE	WIDTH(A)	FLARE(B)	TOTAL(C)
ONE, TWO & THREE RESIDENTIAL	20'	2'	24'
MULTI- RESIDENTIAL	24'	3'	30'
COMMERCIAL	30'	3'	36'



CITY OF BRIDGEPORT

REV.	DATE	REVISION DESCRIPTION

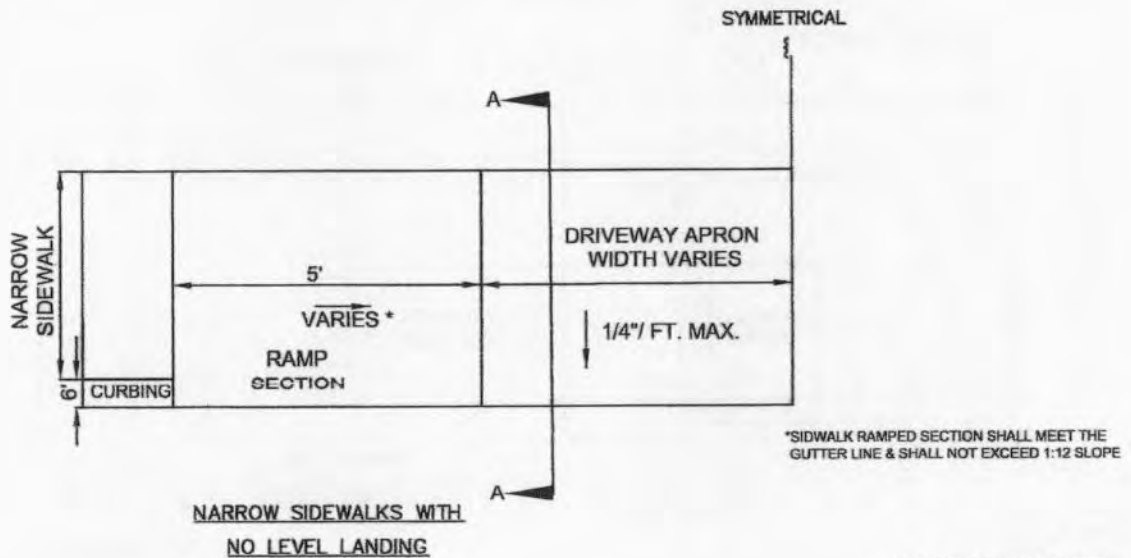
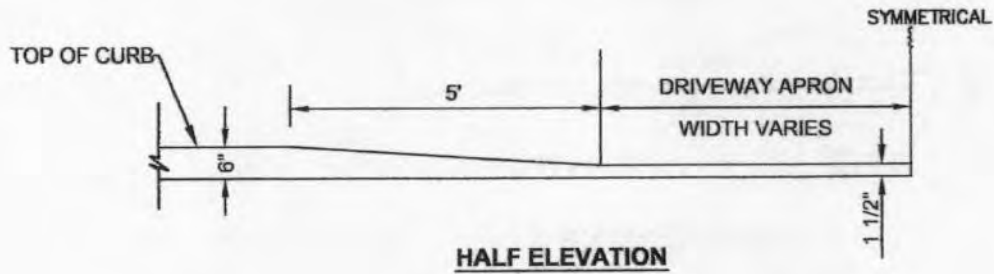
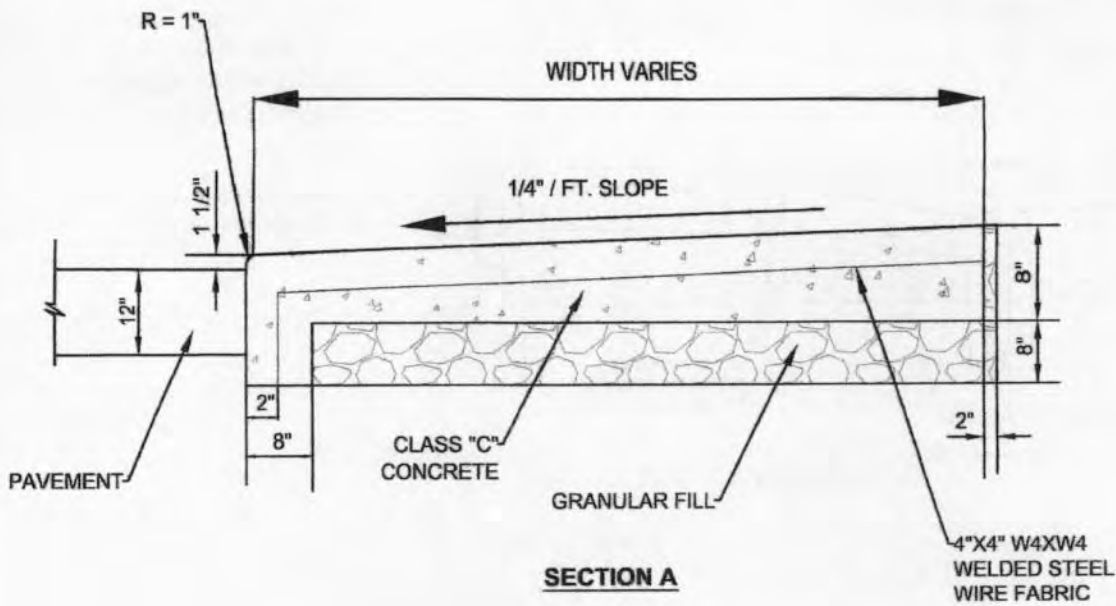
ENGINEERING DEPARTMENT  
 CONCRETE DRIVEWAY  
 WITHOUT SIDEWALK

SHEET - 01

SCALE: N.T.S

DRAWN BY: MJ

CHECKED BY: JPU & PDP



DETAILS ADOPTED FROM FHWA  
ALL SPECS FROM CT DOT FORM 817

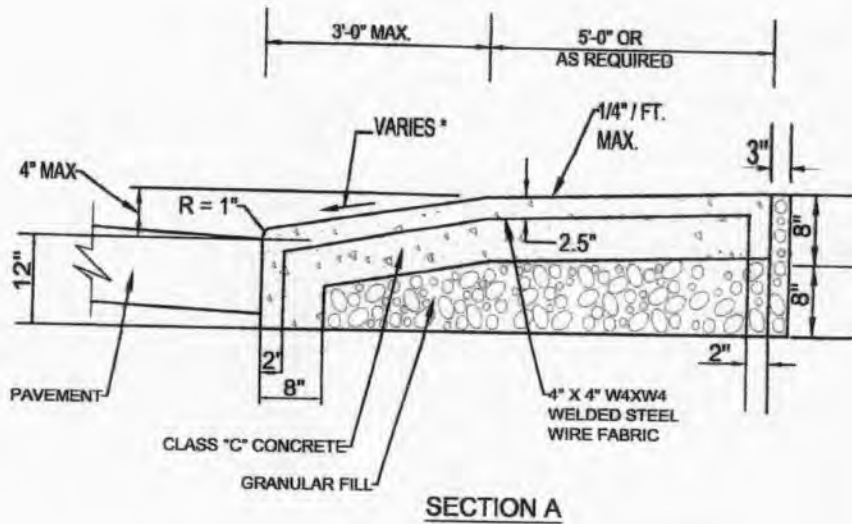


CITY OF BRIDGEPORT

REV.	DATE	REVISION DESCRIPTION

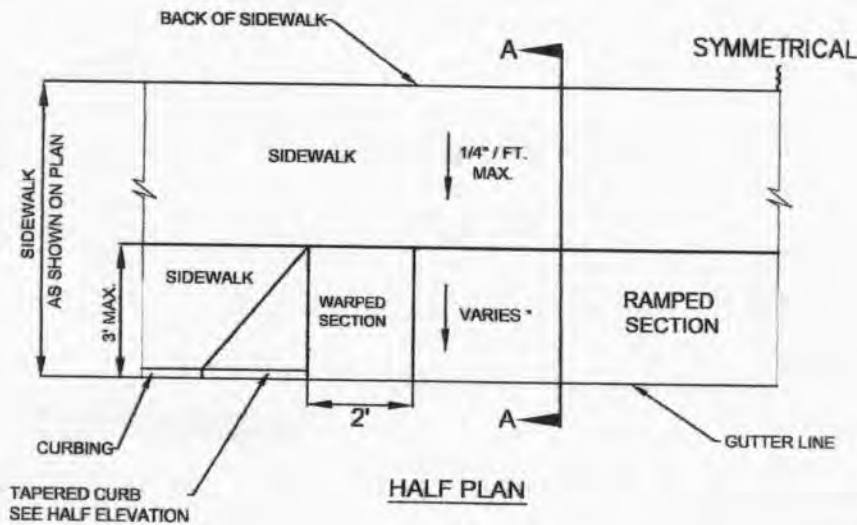
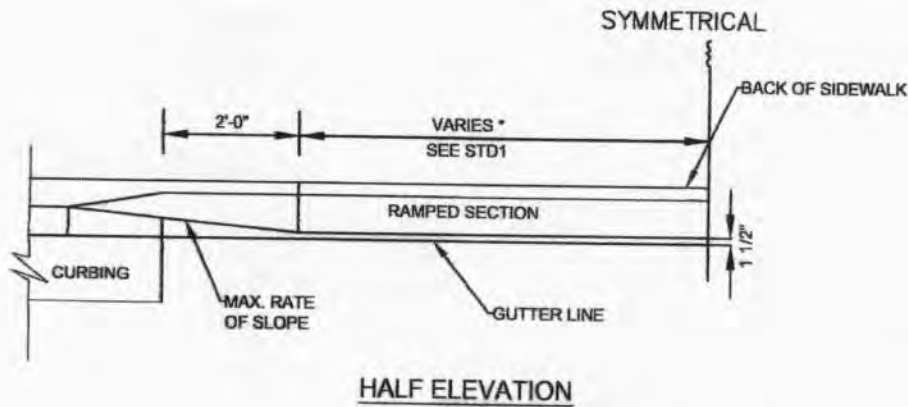
ENGINEERING DEPARTMENT  
NARROW SIDEWALK  
WITH NO LEVEL LANDING

SHEET - 02  
SCALE: N.T.S  
DRAWN BY: MJ



**NOTES:**

1. Driveway Apron ramped section cross slope shall be designed to meet the existing roadway edge of pavement. Maximum Cross Slope shall meet SHEET-01
2. There shall be no lip at Driveway Sidewalk interface.



ALL SPECS FROM CT DOT FORM 817  
 DETAILS ADOPTED FROM CT DOT



CITY OF BRIDGEPORT

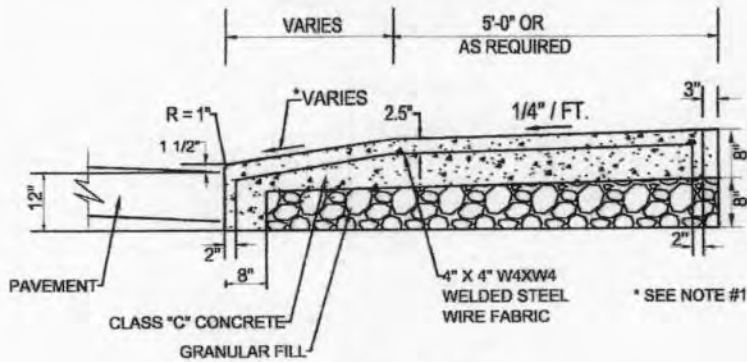
REV.	DATE	REVISION DESCRIPTION

ENGINEERING DEPARTMENT  
 WIDER SIDEWALK DRIVEWAY  
 CROSSING  
 STANDARD DETAIL

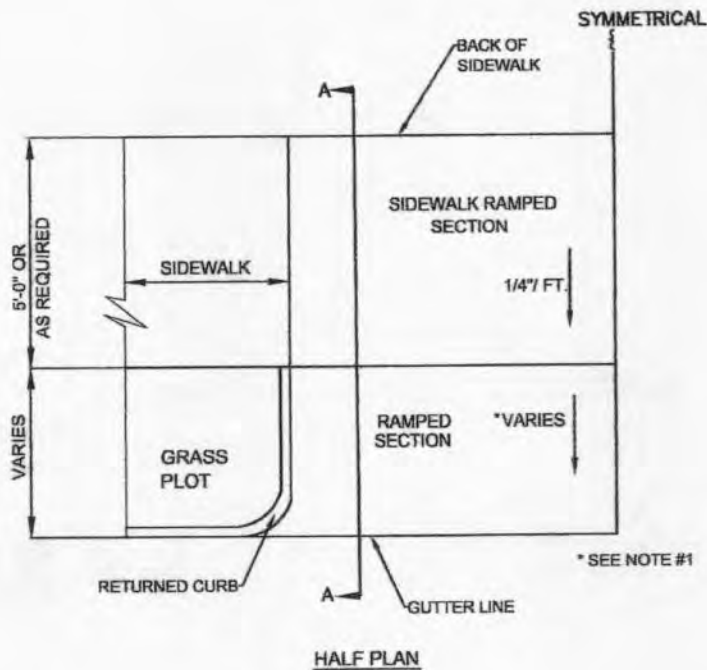
SHEET - 03  
 SCALE: N.T.S  
 DRAWN BY: MJ

**NOTES:**

Driveway Apron ramped section cross slope shall be designed to meet the existing roadway edge of pavement. See SHEET - 01 for maximum slopes for commercial and residential properties.



**SECTION A**



**DRIVEWAY CROSSING WHERE SIDEWALK ADJACENT TO GRASS PLOT**

ALL SPECS FROM CT DOT FORM 817

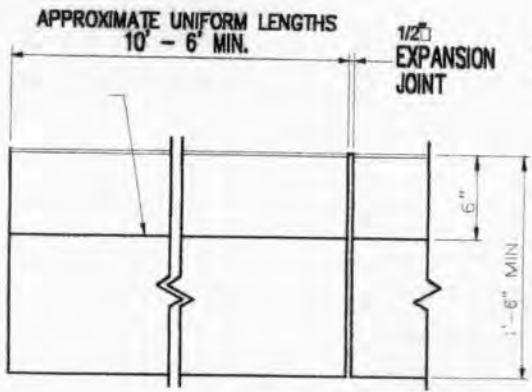


CITY OF BRIDGEPORT

REV.	DATE	REVISION DESCRIPTION

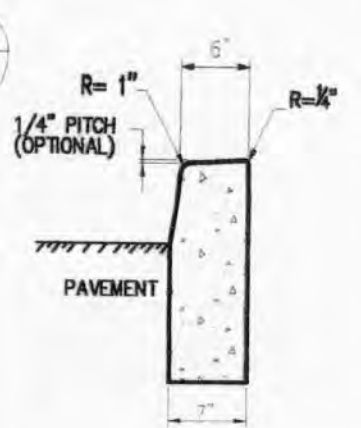
ENGINEERING DEPARTMENT  
 DRIVEWAY CROSSING WITH  
 SIDEWALK ADJACENT TO  
 GRASS PLOT

SHEET - 04  
 SCALE: N.T.S  
 DRAWN BY: MJ  
 CHECKED BY: JU & PP

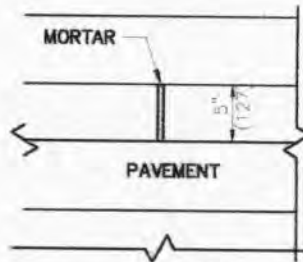


ELEVATION

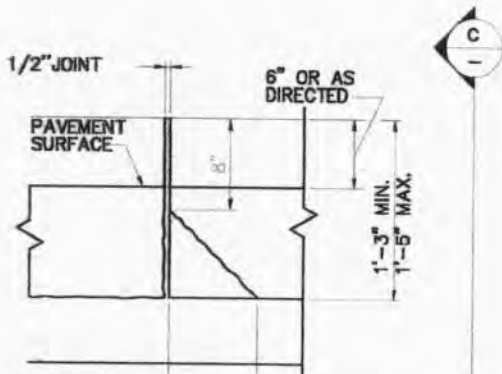
6" CONCRETE CURBING



SECTION A



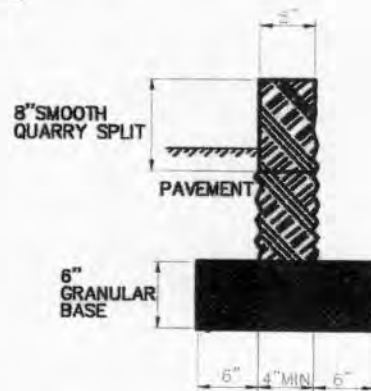
PLAN



MAXIMUM ALLOWABLE  
BREAK BACK IS  
9" FOR CURB LENGTHS OF 6' OR MORE,  
6" FOR CURB LENGTHS LESS THAN 6'

ELEVATION

STONE CURBING



SECTION C

DETAILS ADOPTED FROM CTDOT



CITY OF BRIDGEPORT

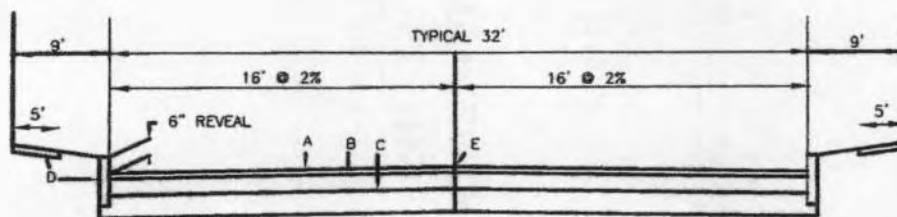
ENGINEERING DEPARTMENT  
STONE & CONCRETE CURB  
DETAILS

SHEET - 05

SCALE: N.T.S

REV.	DATE	REVISION DESCRIPTION

**LOCAL RESIDENTIAL STREET TYPICAL SECTIONS**  
**STANDARD CROSS SLOPE FROM CROWN TO GUTTERLINE**



- NOTES:
- A TWO COURSE HOT MIXED ASPHALT PAVEMENT  
2" HMA S0.5  
2" HMA S0.5
  - B 6" PROCESSED AGGREGATE BASE
  - C 6" PROCESSED AGGREGATE SUBBASE
  - D CONCRETE OR GRANITE STONE CURBING  
AND SIDEWALK TO CITY SPECIFICATION
  - E POINT OF APPLICATION - CROWN

**TYPICAL ROADWAY SECTION**  
SEE

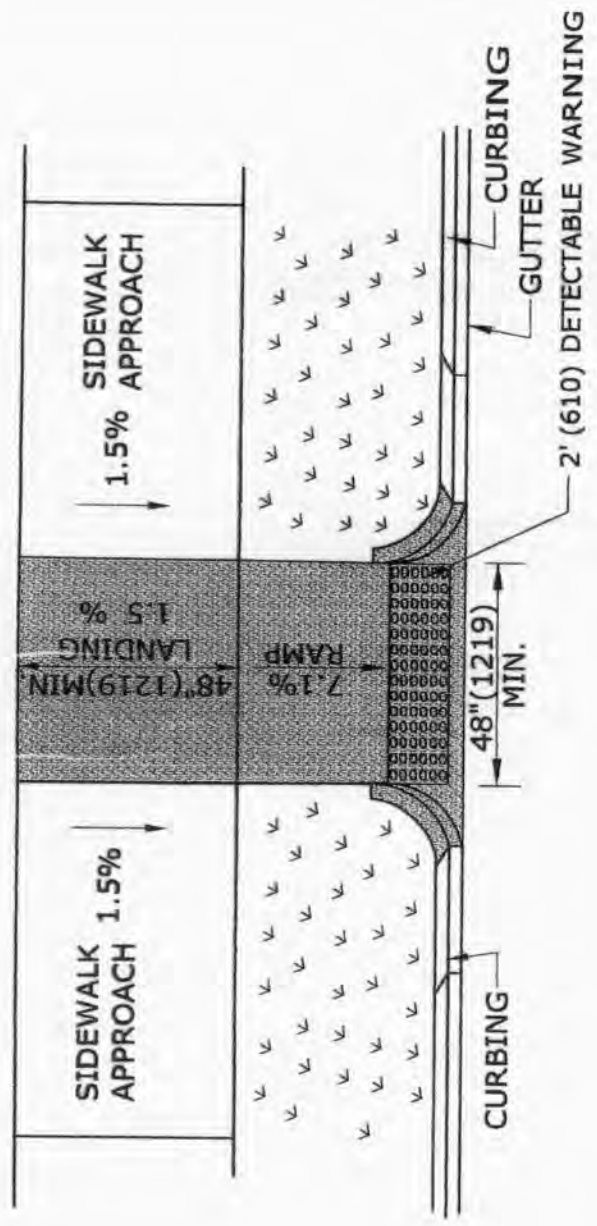
SHEET - 06

CITY OF BRIDGEPORT ENGINEERING OFFICE

Drawing Title:

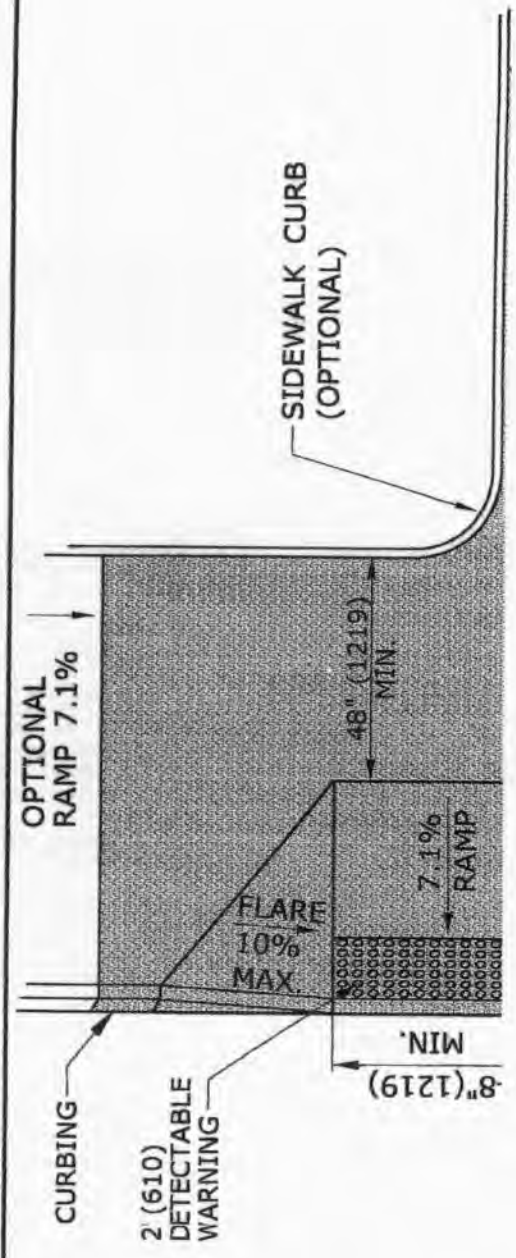
TYPICAL ROADWAY SECTION

10. PREFER THE SHEET TO PER
11. TO PER OF RUSH FLUSH
12. WHERE DRIVE CONST
13. CONST WHEN THE T
14. THE T WITH UTILIT
15. UTILIT SHALL PEDES
16. APPRO
17. APPRO
18. THE R HIGH
19. FOR P CURB
20. FOR P 4'(1.2 RAMP.
21. WHEN WITH BE 10
22. SHADE
23. OPTIO



**PERPENDICULAR SIDEWALK RAMP  
W/CURB RETURNS / UTILITY GRASS STRIP (TYPE 2a)**

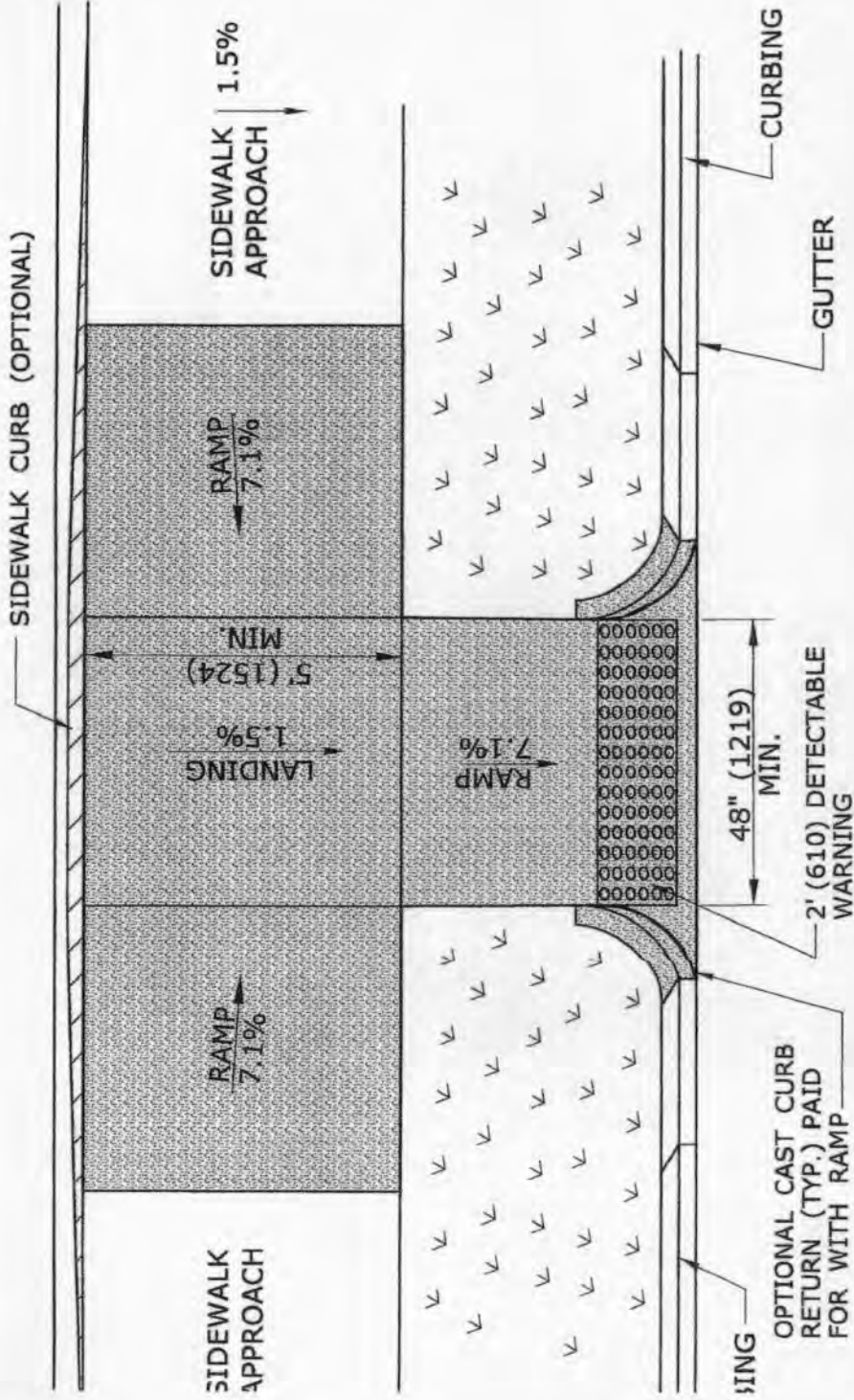
\* OPTIONAL FLARE ONE SIDE OF RAMP



| RAMP

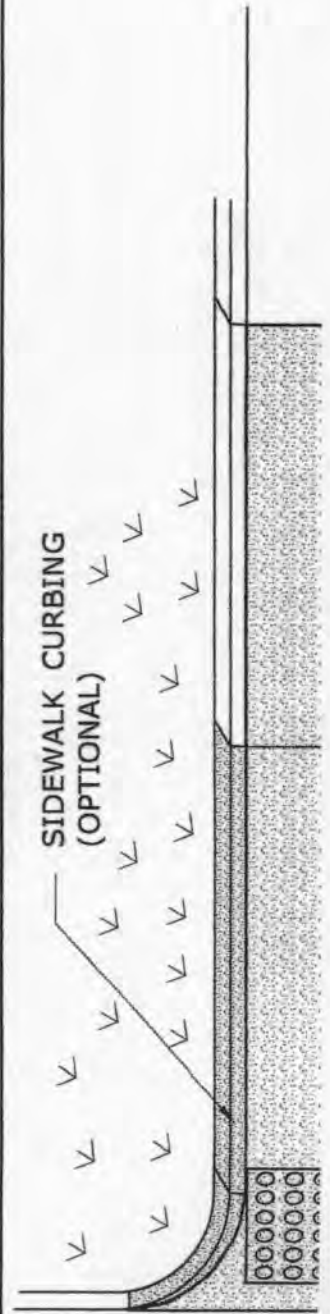
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**PARALLEL/PERPENDICULAR SIDEWALK RAMP COMBINATION W/ CURB RETURNS (TYPE 4d)**

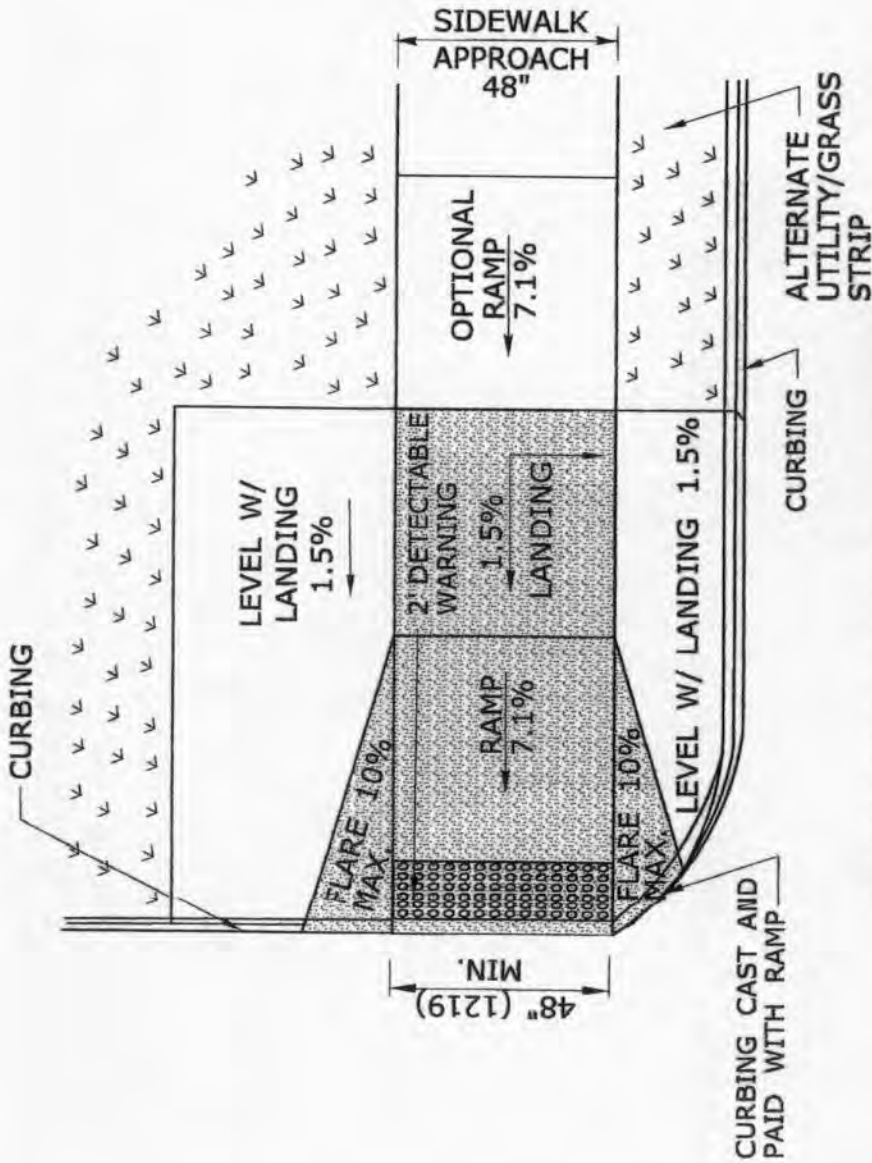
\* OPTIONAL FLARE ONE SIDE



**KESIKICED CUKNEK PAKALELE DOUBLE SIDEWALK RAMP  
W/CENTER LANDING AND UTILITY GRASS STRIP**

**(TYPE 5a)**

\* SEE NOTE 20 SHEET 1



**PERPENDICULAR SIDEWALK RAMP  
ONE DIRECTION ON CORNER**

**(TYPE 6a)**



Exhibit 4

Revocable City Permit to Open Street and License to Occupy Street



OFFICE OF THE  
DEPARTMENT OF PUBLIC FACILITIES  
PERMIT TO OPEN STREET

Date: \_\_\_\_\_

Permit No: \_\_\_\_\_

License No: \_\_\_\_\_

PERMISSION is hereby given to \_\_\_\_\_ To open \_\_\_\_\_ Street, No. \_\_\_\_\_  
For \_\_\_\_\_

Authorization has been granted:

1. Whenever any opening or excavation shall be made in any street, highway, public alley or sidewalk, the pavement surface shall only be disturbed within the area requiring excavation for repair, replacement or new installation.
2. The area to be excavated shall be pre-cut in straight lines with 90 degree angles at the point of intersection. Permit Holder is responsible for all utility and service line markings.
3. Immediately after excavation and in the backfill process, the backfill shall be of suitable material and subject to the approval of the State Department of Transportation and the Department of Public Facilities and in the manner directed by the Director of Public Facilities or his authorized representative and compacted in six (6) inch layers to within four (4) inches of pavement surface, tamping (compaction) two (2) inches and filling in two (2) inches to the top, sealing the patch all around and at the level of the surrounding surfaces. All edges shall have a clean cut vertical face. **TEMPORARY PATCHES ARE REQUIRED IMMEDIATELY AFTER EXCAVATION.**
4. The licensed permit holder or person, Utility company or authorized corporation hiring the licensed permit holder making such opening or excavation is responsible for maintaining the temporary patch and permanent pavement patch for a period of five (5) years thereafter the permanent pavement patch is made.
5. If any such opening or excavation shall not be refilled and maintained safely and in repair, it shall be the duty of the Director of Public Facilities or his authorized representative to do such refilling and to make such repairs and to charge the expense thereof against the surety, licensed permit holder, property owner, Utility company, Water Pollution Control Authority or authorized corporation hiring the licensed permit holder making such opening or excavation, together with a penalty of \$100.00 per day, per violation, for each day the violation continues, which shall be collected by the City Attorney jointly and severally by any proper action.
6. All materials used for temporary patches and permanent pavement replacement patches must meet the State Department of Transportation Requirements and the approval and satisfaction of the Director of Public Facilities or his authorized representative.
7. Permits for an opening, excavation or restoration issued to any property owner, licensed permit holder, utility company or corporation hiring the licensed permit holder shall be \$50.00 each. **Permits must be with the person on the job sight.**
8. Licenses are \$25.00 for street excavation issued upon receipt of a performance bond on the City of Bridgeport bond form together with certificate of insurance covering liability and workmen's compensation when applicable. A license and permit are also required for excavation or restoration of a curb or sidewalk for additional fees.
9. Any violation of this permit or the city ordinances regarding excavations or restoration of openings may be subject to license revocation and/or a penalty of \$100.00 per day, per violation, for each day the violation continues.
10. Police protection if required, or the use of certificate of agents authorized by the Police Department, shall be the responsibility of the permit holder.
11. The excavation should be properly barricaded to insure safety to the traveling public and immediately reported to the Department of Public Facilities for inspection.
12. This Permit shall be effective immediately upon issuance and shall expire as set forth below.
13. **All contractors will inform Public Facilities Department for inspection 24 hours before Permanent Pavement. Please call (203) 576-7791 for inspection.**
14. **Excavations greater than 100 feet in length requires DAILY TRENCHING LOG to be completed and delivered to Public Facilities within 14 hours of each day's work.**
15. No Tunneling Allowed

Restoration Date: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permit Fee: \_\_\_\_\_

C.B.Y.D. # \_\_\_\_\_

***This Permit Valid for 30 days from issue date.***

Clerk: \_\_\_\_\_



# CITY OF BRIDGEPORT

Office of Director of Public Facilities

Permit No: \_\_\_\_\_

PERMISSION is hereby given to \_\_\_\_\_ to occupy, \_\_\_\_\_ feet in width from the street line, in front of premises \_\_\_\_\_ (Address) for Building materials for the 30 days, subject to the provisions of the City Ordinances and the regulations of said Director.

It is the condition of this License that no signs of any kind shall be placed on fence or barricade in front of premises for which this permit is granted. Any violation of this condition shall work as a revocation of this license

Permit Fee: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Clerk: \_\_\_\_\_

**Item # \*121-22 Consent Calendar**

Grant Submission: re Connecticut State Department of Education FY24 After-School Health Disparities Grant for Grades K-12 (Lighthouse After-School Program).



**Report  
of  
Committee  
on**

**Education & Social Services**

City Council Meeting Date: October 16, 2023

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

Approved by: \_\_\_\_\_  
Joseph P. Garim, Mayor

Date Signed: \_\_\_\_\_

RECEIVED  
CITY CLERK'S OFFICE  
23 OCT 30 PM 2:09

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

Item No. \*121-22 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
Connecticut State Department of Education  
FY 24 After-School Health Disparities Grant for Grades K-12  
(Lighthouse After-School Program)**

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

**WHEREAS**, this funding has been made possible through the **FY 24 After-School Health Disparities Grant for Grades K-12**; and

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

**WHEREAS**, the City will receive an award that will be used to continue providing afterschool services to approximately 550 youth at six schools through various partnerships with community agencies. Schools designated to receive services include Beardsley, Bryant, Park City Magnet, Madison, Luis Munoz Marin, Read; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submit requested paperwork to the **Connecticut State Department of Education – FY 24 After-School Health Disparities Grant for Grades K-12 (Lighthouse After-School Program)** to provide high-quality afterschool programs.

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

1. That it is cognizant of the contract with the **Connecticut State Department of Education** for the purpose of its **FY 24 After-School Health Disparities Grant for Grades K-12**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such paperwork as requested with the **State Department of Education** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.





City of Bridgeport, Connecticut  
Office of the City Clerk


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Committee on Education and Social Services  
Item No. \*121-22 Consent Calendar

-2-

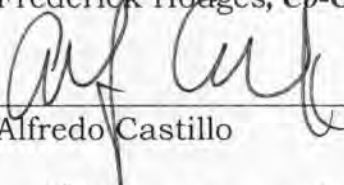
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**EDUCATION AND SOCIAL SERVICES**

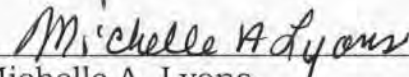
  
\_\_\_\_\_  
Jorge Cruz, Co-Chair

  
\_\_\_\_\_  
Samia Suliman

\_\_\_\_\_  
Maria H. Pereira

\_\_\_\_\_  
Frederick Hodges, Co-Chair

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

  
\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
**Vacant**

Item # 116-22

Approval of General Obligation Bonds for the John Winthrop Elementary School Renovate/New Project.



**Report  
of  
Committee  
on  
Budget and Appropriations**

City Council Meeting Date: October 16, 2023

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

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

Date Signed: \_\_\_\_\_

Please note: Mayor did not sign Report.

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 30 PM 2:09  
CITY CLERK



# City of Bridgeport, Connecticut Office of the City Clerk

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

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

Item No. 116-22

## **APPROVAL OF GENERAL OBLIGATION BONDS FOR THE JOHN WINTHROP ELEMENTARY SCHOOL RENOVATE/NEW PROJECT**

**WHEREAS**, the City Council of the City of Bridgeport (the “City”) has previously adopted the City’s Five-Year Capital Plan for Fiscal Years 2024-2028 (the “2024-2028 Capital Plan”); and

**WHEREAS**, on June 20, 2023, the City Council approved an amendment to the 2024-2028 Capital Plan for Fiscal Year 2024 to appropriate approximately \$17,800,000 of the City’s share for the John Winthrop Elementary School Renovate/New Project (the “Winthrop School Project”); and

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

**WHEREAS**, the funds will also be utilized for the replacement of the Skane School as part of the Winthrop School Project; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the City’s 2024-2028 Capital Plan in the amount of \$17,800,000 for the Winthrop School Project; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. 116-22 Consent Calendar

-2-

**RESOLVED**, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in an aggregate principal amount not to exceed \$17,800,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) funding the Winthrop School Project; and (ii) financing such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

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



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. 116-22 Consent Calendar

-3-

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

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



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. 116-22 Consent Calendar

-4-

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

**RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on Budget and Appropriations  
Item No. 116-22 Consent Calendar

-5-

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

**RESOLVED**, that the Bonds shall be signed by the Officials provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further

**RESOLVED**, The City hereby expresses its official intent to reimburse expenditures paid 60 days prior to and after the date of passage of this ordinance in the maximum amount and for the Winthrop School Project with the proceeds of bonds, notes, or other obligations authorized to be issued by the City. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of any such reimbursement obligations, and to amend this official intent declaration; and be it further



# City of Bridgeport, Connecticut

## Office of the City Clerk

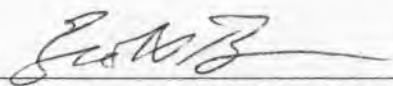
Report of Committee on Budget and Appropriations  
Item No. 116-22


-6-


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

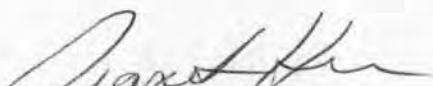
**RESOLVED**, that the Officials are hereby authorized to apply for and accept any available State or federal grant in aid of the financing of the Winthrop School Project, and to take all action necessary or proper in connection therewith.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

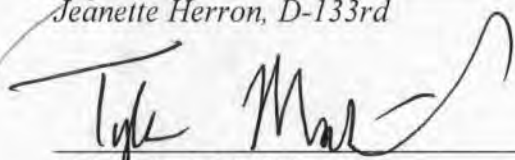
  
\_\_\_\_\_  
Scott Burns, D-130th, Co-chair

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

  
\_\_\_\_\_  
Mary A. McBride-Lee, D-135th

  
\_\_\_\_\_  
Jeanette Herron, D-133rd

\_\_\_\_\_  
Matthew McCarthy, D-130th

  
\_\_\_\_\_  
Tyler Mack, D-131st

*opposed due to no legal classification  
regarding Anna Baum Home School.*  
\_\_\_\_\_  
AmyMarie Vizzo-Panicoia, D-134th

City Council Date: October 16, 2023



Item# 17-22

Resolution Authorizing the Adoption of the Affordable Housing Plan.

**Report  
of  
Committee  
On**

**CEA & Environment**

City Council Meeting Date: July 3, 2023

Tabled & Ref'd back to Committee

Resubmitted: October 16, 2023

Attest:

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

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 30 PM 2:09  
CITY CLERK

Please Note: Mayor did not sign report



# City of Bridgeport, Connecticut

## Office of the City Clerk

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*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. 17-22

### **Resolution Authorizing the Adoption of the City of Bridgeport Affordable Housing Plan**

**WHEREAS**, per the requirements of *Connecticut General Statutes, Section 8-30J* (the "Statute"), the Office of Planning and Economic Development ("OPED") has submitted the attached document, entitled *City of Bridgeport Affordable Housing Plan, (the "Affordable Housing Plan")* for the City Council's consideration and approval under this resolution; and

**WHEREAS**, per the requirements of the Statute, the Affordable Housing Plan specifies how the City of Bridgeport, through actions of its own and through actions of collaborative partners, intends to increase the number of affordable housing developments within the municipality; and

**WHEREAS**, the Affordable Housing Plan is consistent with the City's master plan of conservation and development, *Plan Bridgeport*, as adopted pursuant to City Council resolution #32-18 on April 1<sup>st</sup> of 2019, in that *Plan Bridgeport* emphasizes the importance of housing development, and (on page 3 of the introduction) identifies residential development specifically as one of the four priority implementation areas, (with the others being the encouragement of clean waterfront development, neighborhood development, and transit-oriented development); and

**WHEREAS** the Affordable Housing Plan is consistent with each of the eight *Neighborhood Revitalization Zone Plans* within the City – (East End, East Side, Mill Hill, Reservoir, Hollow, South End, West Side, Black Rock) – which all place emphasis upon the development of housing; and

**WHEREAS**, the City Council finds that the increased development of affordable housing is in the best interest of the city, its residents, and its economy; and

**WHEREAS**, the City Council finds that the Affordable Housing Plan is reflective of the values of the community, and offers creative, sound, best-practice approaches to increasing the development of affordable housing within the city; and



# City of Bridgeport, Connecticut Office of the City Clerk

Committee on ECD and Environment  
Item No. 17-22

-2-

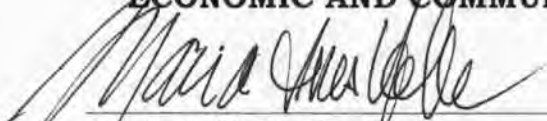
**NOW THEREFORE BE IT RESOLVED** that the attached document, entitled *City of Bridgeport Affordable Housing Plan*, is hereby approved and adopted, and shall remain in effect until June 1, 2027, unless it is amended by the City Council prior to that date;


**BE IT FURTHER RESOLVED** that the Director of OPED is authorized and directed to submit the *City of Bridgeport Affordable Housing Plan*, as hereby approved and adopted, to the Secretary of the Office of Policy and Management of the State of Connecticut (the "Secretary") and is further authorized and directed to post the *City of Bridgeport Affordable Housing Plan* upon the OPED web site.

**BE IT FURTHER RESOLVED** that OPED shall regularly review and maintain the *City of Bridgeport Affordable Housing Plan* and shall, pursuant to further City Council review and approval, and in manner consistent with the Statute, submit an updated and amended affordable housing plan to the Secretary by no later than June 1<sup>st</sup> of 2027.

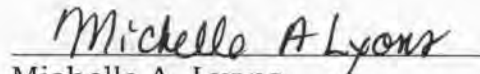
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON


**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

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

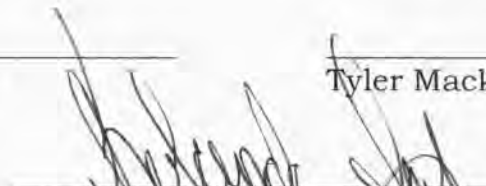
  
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Scott Burns, *Co-Chair*

  
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Rosalina Roman-Christy

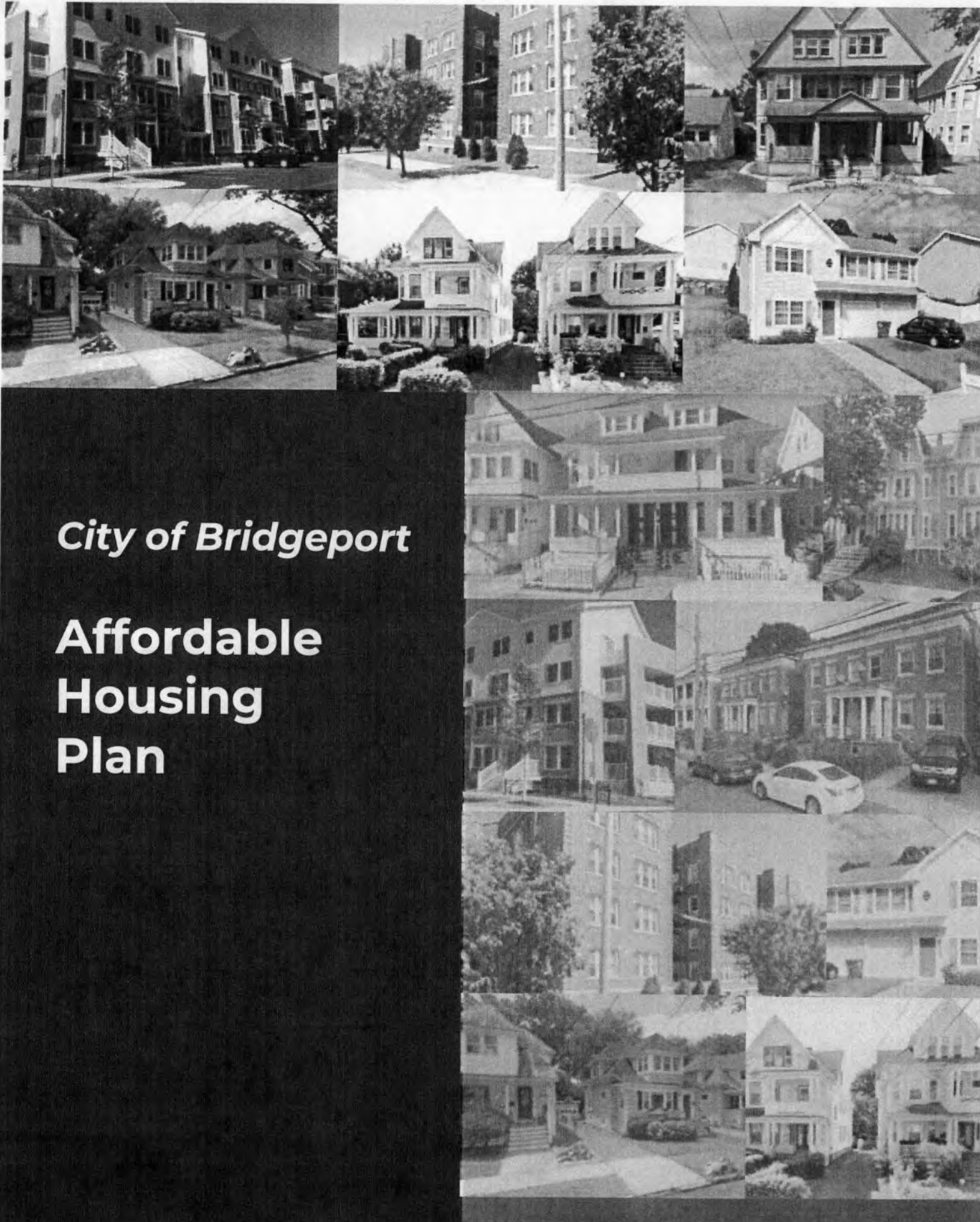
  
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Michelle A. Lyons

  
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Mary A. McBride-Lee

  
\_\_\_\_\_  
Tyler Mack

  
\_\_\_\_\_  
Rolanda Smith

*City Council Date:* July 3, 2023 Tabled & Ref'd Back to Committee  
Resubmitted: October 16, 2023



*City of Bridgeport*

**Affordable  
Housing  
Plan**



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### **I. Introduction**

- Bridgeport within the Region and the County
- Post Pandemic Challenges & the Importance of Good Affordable Housing Policy
- What is Fair Housing?
- What does Housing Discrimination Look Like?

### **II. The Bridgeport Approach**

- Strategies
  1. Physical Development
  2. Procedural & Regulatory
  3. Financial
  4. Collaboration

### **III. The Future**

### **V. Demographics**

Credit: the formatting template for this Plan was provided by Jocelyn Ayer, Litchfield County Center for Housing Opportunity and was created utilizing technical assistance grant funding provided by the CT Department of Housing.

# INTRODUCTION

## Bridgeport Within the Region and the County

Connecticut General Statute, Section 8-30j, passed in 2017, requires every municipality to prepare and adopt an affordable housing plan at least once every five years. **The plan must specify the ways in which the municipality intends to increase the development of affordable housing.** In Connecticut, where land use policies, governance, and fiscal policies are fragmented among 169 cities and towns, it becomes more difficult to address a regional issue such as affordable housing.

### Bridgeport Leads the Region and the County

Within this context, **Bridgeport leads the immediate (MetroCog) region\* in the provision of affordable housing.** In fact, according to the Connecticut Department of Housing 2021 Affordable Housing Appeals Listing) **Bridgeport provides 81% of the region's affordable housing.**

In addition, each year since 2016, Bridgeport has increased the total number of affordable units located within the city, both on an absolute basis and on a percentage basis.

#### State of Connecticut Department of Housing Affordable Housing Appeals Listing City of Bridgeport

<u>Year</u>	<u># Units</u>	<u># New Units</u>	<u>% City</u>
2016	11,300	n/a	19.82 %
2017	11,480	180	20.14 %
2018	11,593	113	20.33 %
2019	11,631	38	20.40 %
2020	11,777	146	20.66 %
2021	12,134	357	21.28 %

As of this latest (2021) data, **21.28%** of Bridgeport's housing stock is deemed affordable by the State. That translates to 12,134 units out of the total of 57,012 housing units in the city. Only three other cities within Fairfield County exceed 10% -- Danbury at 12%; Norwalk at 13.5%; Stamford at 15.65%. Most towns and cities in the area immediately around Bridgeport provide comparatively little affordable housing. In Easton and Redding, less than 1% of the housing is deemed affordable by the

State. In Newtown and Shelton, less than 3% of the housing stock is affordable. In Trumbull and Milford, just over 5%. In Stratford, just over 6%.

By all measures, and consistently year over year, Bridgeport's commitment to producing affordable housing sets the standard for the region.

## **Building and on Master Plan Objectives.**

As affordable housing development is a key component of *Plan Bridgeport*, our City's Master Plan of Conservation and Development, our Affordable Housing Plan expressly incorporates our *Plan Bridgeport* housing objectives as follows:

1) *Plan Bridgeport* calls for **the development of 150 new units of public housing integrated into new mixed income developments** (from 04.22.2019 to 04.21.2029);

(a) The City's Affordable Housing Plan expressly adopts this Plan Bridgeport objective.

2) *Plan Bridgeport* calls for the development, outside of the expanded downtown, of **another 440 new affordable housing units to be available to residents earning no more than 80% of the Area Median Income as determined by HUD**, during the period from 04.22.2019 to 04.21.2029;

(a) The City's Affordable Housing Plan expressly adopts this objective.

3) *Plan Bridgeport* calls for the development, within the expanded downtown [including out to Park Ave, down to UB, and across the river to Kossuth], of **4300 new transit-oriented, mixed-income units, (including units available to residents earning less than 120% of the Area Median Income as determined by HUD)** during the period from 04.22.2019 to 4.21.2029.

(a) This Affordable Housing Plan expressly adopts this Plan Bridgeport objective.

# THE BRIDGEPORT APPROACH

How do we approach Affordable Housing?

## Production, Economic Mix, and Quality: Use All the Tools

Because there are many aspects to the affordable housing challenge, our responses must be **multi-faceted and holistic**. They must be focused on the cost to build and on the cost to maintain housing. They must be focused on the development of income as well. Our policies have to be persistent in their application, equitable in their design, and informed by approaches that can be sustained economically.

## STRATEGIES

To increase the supply and quality of affordable housing within Bridgeport, the City will pursue a variety of strategies. Each strategy is grouped into one of the following categories: Physical Development, Procedural & Regulatory, Financial, and Collaboration.

## PHYSICAL DEVELOPMENT

Development of all housing of all types, is necessary to meet the demand. Public support should be prioritized for housing development that reuses vacant and historic structures, is located close to transit, and redevelops brownfield sites.

### 1. Expand All Housing Production

Bridgeport is fortunate to have a wide variety of housing types: large (16+) multi-unit structures, medium (6-15) multi-unit structures, small (2-6) multi-unit structure, single-family homes, condominiums, cooperatives, lofts, townhouses, and row houses. These units and structures are owned by for-profit developers, non-profit corporations, individuals, and the federal government.

Some units are dedicated to specific vulnerable populations and provide support services; other units have income restrictions, and still others are classified as live-work. The range of housing types covers the spectrum in Bridgeport.

Our ability to produce and sustain *affordable* housing depends in no small measure upon our success in producing housing generally. On a basic level, we understand the impact of supply and demand upon affordability; and we know that, especially post-pandemic, demand is outstripping supply. **Increasing overall supply is a must.**

How does Production Assist Affordable Housing?

How do we lower housing



By increasing housing supply generally, we will produce many welcome consequences that advance affordability. With increased building permit fee revenue and with an increased grand list, *we will lower the real estate tax burden, which translates into **lower housing costs for Bridgeport families.***

By providing more housing generally, not only will we increase options for those who would come to live here, but *we will increase options for those who want to stay, particularly for our young people.* By increasing quantity, by providing options, we will also create *pressure to improve quality, especially with respect to energy efficiency.*

About 40% of Bridgeport's housing stock was built prior to 1940 and would benefit from the kinds of energy-saving, cost-saving upgrades that would occur more routinely in a housing market that features significant new production. The production of additional housing, both new and refurbished, also **brings additional private capital into the city** and establishes new appraised values.

New appraised values can help **reverse stagnant or negative equity** situations for owners who can now *rebuild and recapture their nest-egg investment and provide for generational wealth within families.* New appraised values will also generally provide for greater likelihood of **private financing of naturally occurring affordable housing** ("NOAH") and of specifically programmed affordable housing.

As new housing is built, and older housing is refurbished, **we will increase business growth locally.** Bridgeport is home to a great concentration of construction-related businesses, up and down the supply chain and throughout the relevant trades. This industry-cluster uniquely positions the city to capitalize on increased housing production as a means to *increase wealth within the home-based business community. This in turn translates into a greater community-wide wealth, and greater ability to afford housing.*

Residential development can be a core industry within Bridgeport just as it is in the U.S. The National Association of Home Builders states that residential construction industry represents approximately 5% of the country's gross domestic product. Additionally, residential construction has one of the highest economic multipliers of any industry sector.

**The added  
Economic  
Benefit of  
Constructing  
Affordable  
Housing**

According to Professor Stephen Fuller of the Schar School of Policy and Government at George Mason University:

*"Residential construction outlays have a total output multiplier of 3.08, a personal income multiplier of 1.08 and a jobs multiplier of 21.66 jobs supported per \$1 million in direct outlays."<sup>1</sup>*

Published monthly by the U.S. Census Bureau in partnership with HUD, "Housing-Starts" is one of the key indicators of economic growth or decline. By increasing housing starts of all kinds, in an equitably distributed manner, we will advance the economic prosperity of the city in a balanced way, providing for more affordable housing throughout.

### **Housing Development Examples:**

#### **The Windward Apartments: 20 Johnson Street 54 Affordable Housing Units, with 30% Public Housing Replacement**



#### **The Willows: 1043-1081 Stratford Ave. Affordable Homeownership**



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<sup>1</sup> *The Contribution of Residential Construction to the U.S. Economy* by Stephen S. Fuller, Ph.D, University Professor Emeritus, Founding Director, The Stephen S. Fuller Institute, Schar School of Policy and Government, George Mason University, May 14, 2020.

**Crescent Crossings: 252 Hallett St. & 581 Waterview Ave  
177 Affordable Housing Units, with 30% Public Housing Units**



**Waltersville Commons: 167 Steuben St.  
70 Affordable Housing Units at 60% AMI - Historic School Restoration**



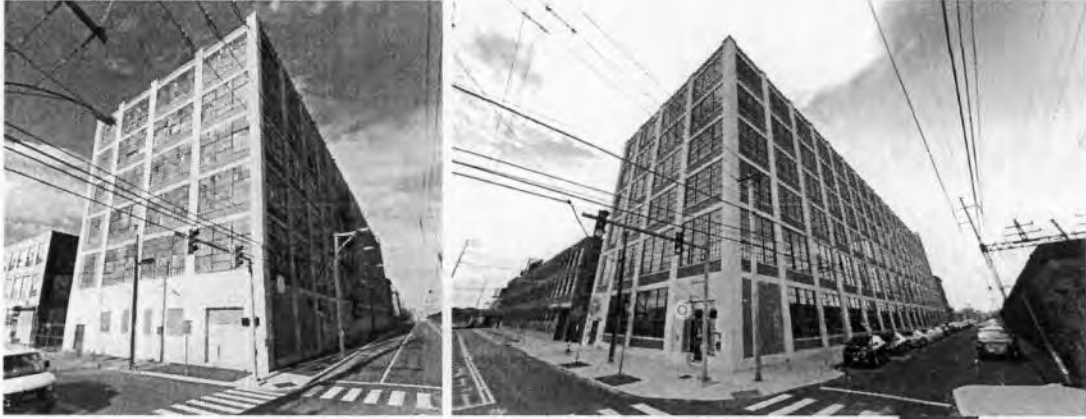
← WALTERSVILLE COMMONS →  
ARCHITECTURAL RENDERING

**1188 Lofts – 1184 Main Street**



X

## Cherry Street Lofts



### Cherry Street Lofts Phase III (West Side)

- **Address:** 80 Cherry Street
- **Project:** Rehabilitation of a former factory to convert into approximately 100 residential units
- **Developer:** Corvus Capital

35

**2. By building more housing of all types we will increase the affordability of the overall housing stock by:**

- 1) Addressing supply and demand imbalance.
- 2) Gaining economic (cost) efficiencies in production.
- 3) Producing a positive fiscal impact (and lower taxes) for residents.
- 4) Modernizing the housing stock & improving its energy efficiency.
- 5) Reversing negative equity situations and increasing equity wealth.
- 6) Increasing wealth within the community through residential construction.

**Public  
Transit and  
Affordable  
Housing**

**3. Continue Emphasis on Housing Within Transit-Oriented Developments (TOD)**

T.O.D. saves on transportation, which increases income and the ability to afford housing. We support this smart strategy not only by supporting T.O.D. housing (e.g., with tax incentives and/or capital support) but also by supporting investment in better transit. More buses, more frequently. Continued improvement to the Downtown Transit Center.

Preparing for water taxi service.

**4. Prioritize Developments that Reuse Buildings and Develop Vacant Lots and Brownfields**

Housing development that utilizes existing structures produces the double benefit of providing good housing while preserving good buildings. Existing structures have architectural features and scale that contribute to a sense of place. Vacant lots and brownfields contribute little to the tax base, and as such should be prioritized for redevelopment.

a) Examples of Brownfield Sites Suitable for Residential Development:

AT&T at 430 John Street and at 455 Fairfield Avenue Downtown  
Waltersville School at 167 Steuben Street on the East Side  
Ostermoor Complex in the Hollow  
Warnoco Complex in the South End  
AGI Factory Site on the East Side  
The Willows Redevelopment Site on Stratford Avenue  
Cherry Street Part III on the West Side

**5. Expand Emphasis on Historic Restoration**

State and federal historic tax credits provide a tremendous resource for housing development. These tax credits were integral to the successful development of housing units at Cherry Street Lofts and every single Downtown building conversion in the past ten years. We should expand historic districts to allow for greater use of tax credits, particularly Downtown.

**Historic  
Restoration &  
Affordable  
Housing**

## PROCEDURAL & REGULATORY

The City shall continue to improve the review and permitting processes that support the efficient development of affordable housing.

### 1. Provide Continued Staffing Support for Efficient Permitting and Regulatory Review of Residential Projects

With *Energov* electronic permitting and the *Zone Bridgeport* digitized zoning code, the City has created more efficient platforms and clearer standards for residential project review. It is important to keep staff levels at sufficient strength (particularly within the Fire Marshall's Office and within the Building Department) to provide for timely and thorough review of building plans and of work in the field. This will lead to faster, less costly construction and to more affordable housing products.

### 2. Continue Expedited Review of Residential Solar Installations

Although it is generally perceived to have gained greater acceptance in suburban towns, residential solar installations have proven popular in Bridgeport. With 3097 solar installations since January 2015, Bridgeport has one of the highest absorption rates of any urban area in the state.



**Sustainable  
Energy &  
Affordable  
Housing**

To support this industry, and the positive impact it has on housing affordability, the Building Department has established a separate expedited review process. This should continue.

### 3. Provide for Additional Code Enforcement Staff


Routine housing inspections ensure public safety and the quality of affordable housing.

### 4. Re-Establish the Fair Rent Commission

This function provides a direct place of appeal and information in support of resident rights.

### 5. Support Development of Accessory Dwelling Units (ADU's)

Review Municipal Code to ensure consistency and compliance with *Zone Bridgeport* and Connecticut Public Act 21-29 as it relates to accessory dwelling units. Pursue Municipal Code amendments as necessary.



**Possible  
Code  
Changes**

## FINANCIAL

Several funding sources and mechanisms are in place to provide financial support to homeowners, renters, and developers of affordable housing. These must continue to be used in the most effective manner to expand the affordable housing options within Bridgeport.

### How Does the City Provide Added Assistance?

#### **1. Utilize Tax Incentives, Federal HOME Funding, and City Capital**

Effectively utilize tax incentives, HOME funding, and City capital funds as complementary tools in support of affordable housing production. Municipal Codes 3.20 and 3.24, authorized by Connecticut General Statutes Sec. 8-215 and Sec. 8-216, provide for limited term tax abatements on affordable housing. HOME funding can be part of the development financing program, while City capital funds may be used for pre-development work and complementary infrastructure.

#### **2. Continue to Market & Increase the Use of the CDBG Homeowner Rehabilitation Program**

Increase awareness and use of the federally funded Homeowner Rehabilitation Program of forgivable grants for income-eligible homeowners who wish to undertake homeowner repair projects.

#### **3. Continue to Market & Increase the Use of Rental Assistance Through ESG and HOPWA Programs**

Increase awareness and use of the existing rental assistance programs offered through the federally funded Emergency Shelter Grant (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) programs.



#### **4. Continue to Market and Improve and Increase the Use of Down Payment Assistance Through HOME**

Increase awareness and use of the federally funded HOME Down Payment Assistance program to assist more families to become homeowners.

#### **5. Provide City Resources to Projects Consistent with Neighborhood Revitalization Zone ("NRZ") Plans**

Projects that are consistent with the objectives of NRZ plans should be considered for City support and subsidy. An example would be a plan objective to increase homeownership in the neighborhood; and the proposed development might be a two-family structure being offered for sale to a limited-income household. This project would meet the neighborhood plan objective and should be considered, if necessary, for financial support from the City.

## COLLABORATION

Collaboration and coordination are imperative to ensuring that affordable housing is created and maintained in Bridgeport.

**How Does  
the City  
Support our  
Most  
Vulnerable  
Population?**

### **1. Support Park City Communities' (PCC) Redevelopment Program**

The nearly 2,600 public housing units located within the city provide shelter to some of the lowest income families in the community, many of whom earn less than 30% of the area median income. It is essential to preserve this housing, to improve its quality, and to improve its management.

Toward those ends, the City has supported PCC's ongoing efforts to modernize its public housing stock and to integrate it economically into mixed-income communities and privately managed development settings. Such efforts have been well received thus far. The City shall continue to support such work with capital contributions to development as appropriate and with the provision of tax incentive structures as warranted.

The City will work with PCC to encourage the continued and focused distribution of rental assistance vouchers units within privately owned and managed housing complexes. Doing so will support new developments financially and expand options for new housing to eligible residents.

### **2. Support the South End Flood Protection Project**

As damage from past storms has shown, the South End neighborhood is vulnerable to catastrophic flooding. Much of the undeveloped and underdeveloped property is in the flood plain, and as such incurs high premiums for flood insurance and is ineligible for any new federal or state housing development funding.

In the case of some individual properties, these issues may be overcome by specific design approaches to new construction such as elevation of the development site and/or the building to be constructed.

The proposed flood control project for the South End would alleviate this problem on a broader level, both by providing protection to existing residences and by placing much of the undeveloped land into a lower flood risk category pursuant to which eligibility for lower premiums and access to public funding would be restored.

**How does the  
City Protect  
our Most  
Vulnerable  
Housing?**



### **3. Create Housing Partnerships with Anchor Institutions and Major Employers**

Major employers, such as Hartford Health Care's St. Vincent's Medical Center and Yale-New Haven Health's Bridgeport Hospital, as well as the City of Bridgeport itself, should explore the creation and funding of housing partnerships designed to provide financial support for employees who would reside in the city through renting or homeownership.

### **4. Support and Market Connecticut Energy Assistance Program (CEAP)**

The number of residents participating in this program continues to rise. The City should support use of this energy assistance program offered through the Alliance for Community Empowerment by increasing awareness of it.

**Who can the City Partner with?**

### **5. Engage with Lenders Regarding Community Reinvestment Act**

There is a consistent complaint offered by developers that conventional bank financing of residential development in Bridgeport is hard to come by. Consequently, much of such development is funded by hard-money lenders and investment groups. This must change if we are to increase housing production.

Outreach is needed to federal regulating agencies (e.g., the Federal Deposit Insurance Corporation; the Federal Reserve Board; the Office of the Comptroller of the Currency) to critically assess, and encourage, the participation of state and local banks in the financing of residential development in Bridgeport, all as pursuant to their obligations under the *Community Reinvestment Act*.

**The City needs to Create more Interest.**

### **6. Cultivate Relationships with Socially Conscious Investors**

With a focus on preserving Bridgeport's considerable NOAH assets (Naturally Occurring Affordable Housing), the City must continue to cultivate forward-looking relationships with socially conscious investors and lenders who are similarly focused on the production of affordable housing within urban areas. Such groups include Turner Impact Capital, Leviticus Fund, and Capital for Change.

By increasing socially conscious lender awareness of the Bridgeport market and by cultivating business relationships with local residential developers and investors, we will create better capital and human infrastructure in support of affordability.

## Demographics

### What are the City's Demographic Trends?

Demographic information produced in this document was collected from U.S. Census Data 2020.

#### **Demographic changes**

Bridgeport has approximately 148,000 residents living in 58,114 households. Over the last 10 years (between the 2010 Census and the 2020 Census) the City's total number of residents increased slightly by 3.1%.

Bridgeport's population has also become more diverse over the last ten years with an 5% increase in non-white residents according to DataHaven's equity profile. As shown in the figure below it is more diverse than the county but more diverse than the state.

### Figure 1: Population by Race/ Ethnicity

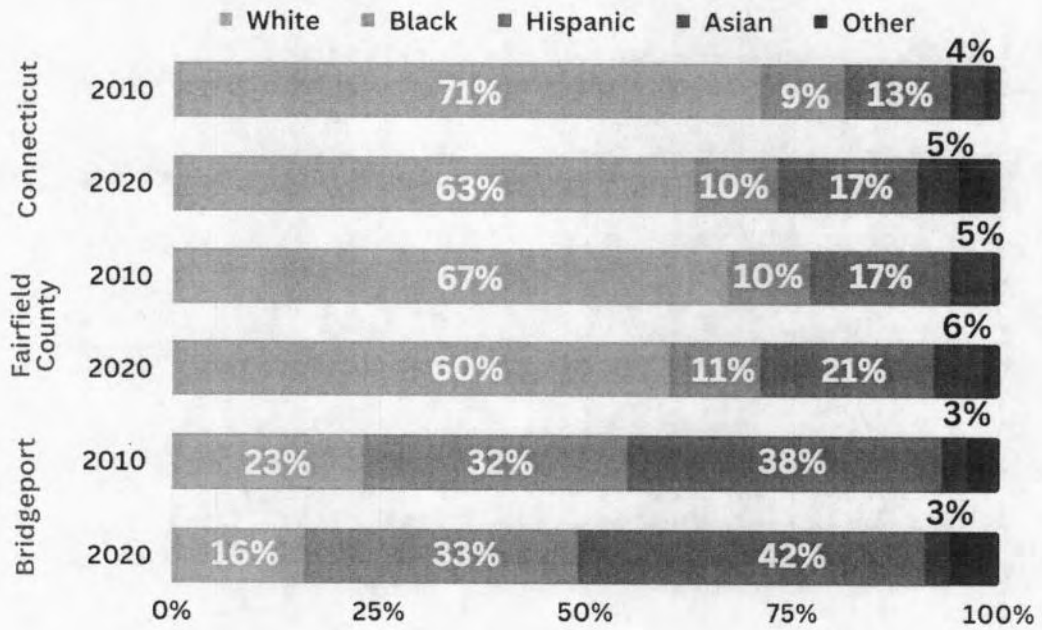


Figure 1. U.S. Census Bureau (2010-2020) Race and Ethnicity, Table B01001A-I. data.census.gov

Figure 2: Change in Population by Neighborhood

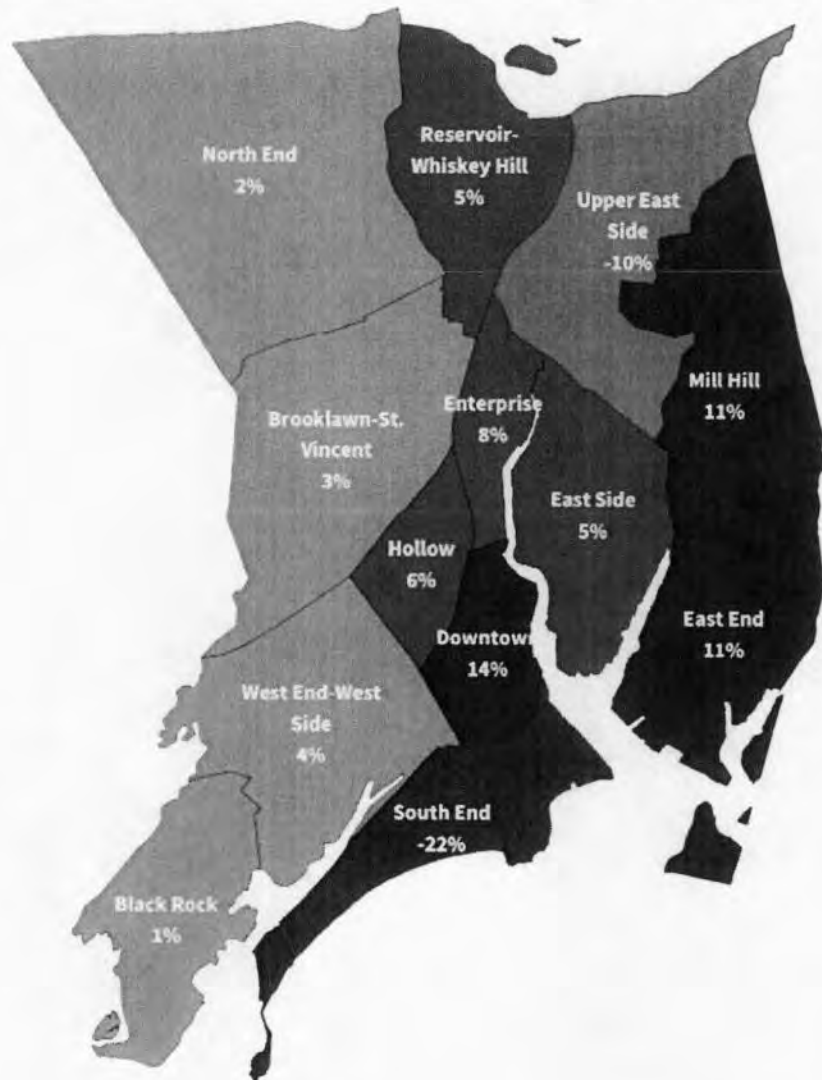


Figure 2. Change in Population by Neighborhood. Data Haven. Aug 8, 2021  
<https://www.ctdatahaven.org/reports/2020-census-data-demographic-change-connecticut-town-and-city-neighborhoods/bridgeport-neighborhood-changes-2010-2020>

Between 2010 and 2020, the population of Bridgeport increased by 4,425 to 148,654 (a **3% increase, compared to the 1% increase statewide**).

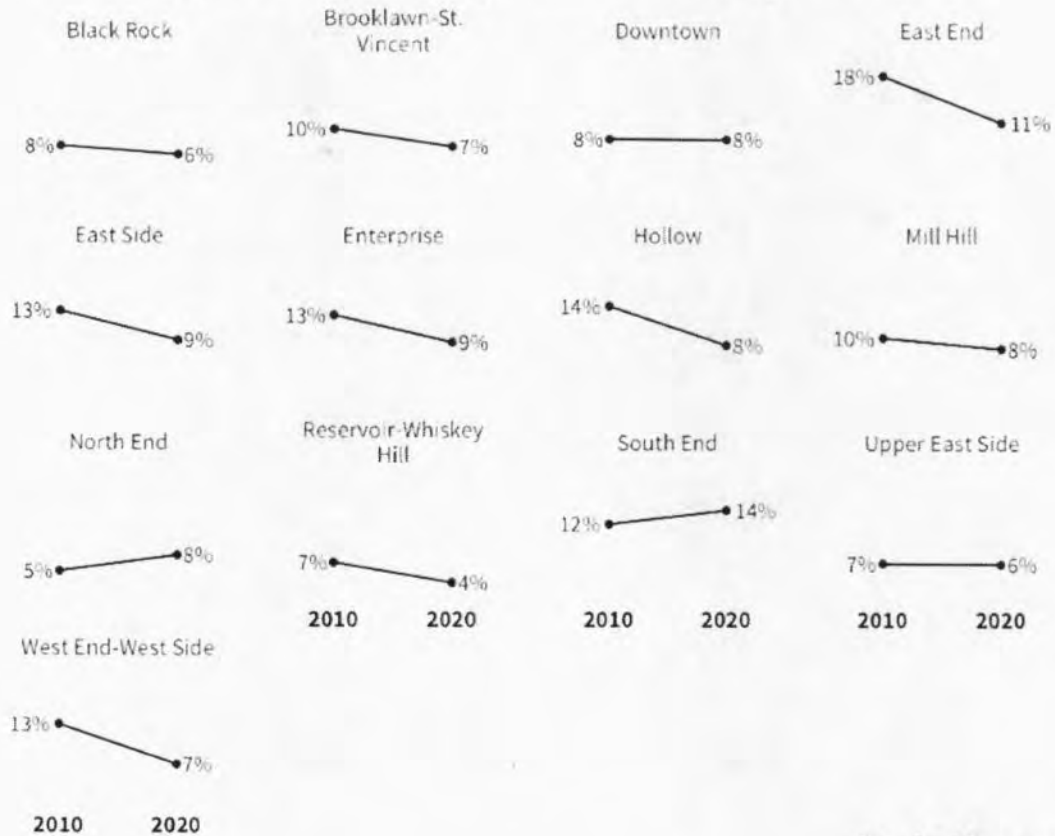
### **Our Aging Population: Young and Old**

Bridgeport hosts people of all ages. As a percentage of the overall population, Bridgeport's elderly population has decreased from **14% to 12%**, between 2010 and 2020.

In the same timeframe, Bridgeport increased in total families from **30,467 to 32,272**. Additionally, the city's adult population grew by **5%** compared to **4% growth** statewide.

The city's child population decreased by **3% in Bridgeport**, compared to **10% decrease statewide**. Even though families are becoming smaller, Bridgeport continues to retain and support families.

### Figure 3: Change in Vacancy Rate



**DataHaven**

Figure 3: Aug 8, 2021. Change in Vacancy Rate by Neighborhood. Data Haven.  
<https://www.ctdatahaven.org/reports/2020-census-data-demographic-change-connecticut-town-and-city-neighborhoods>

## Figure 4: Occupancy Status

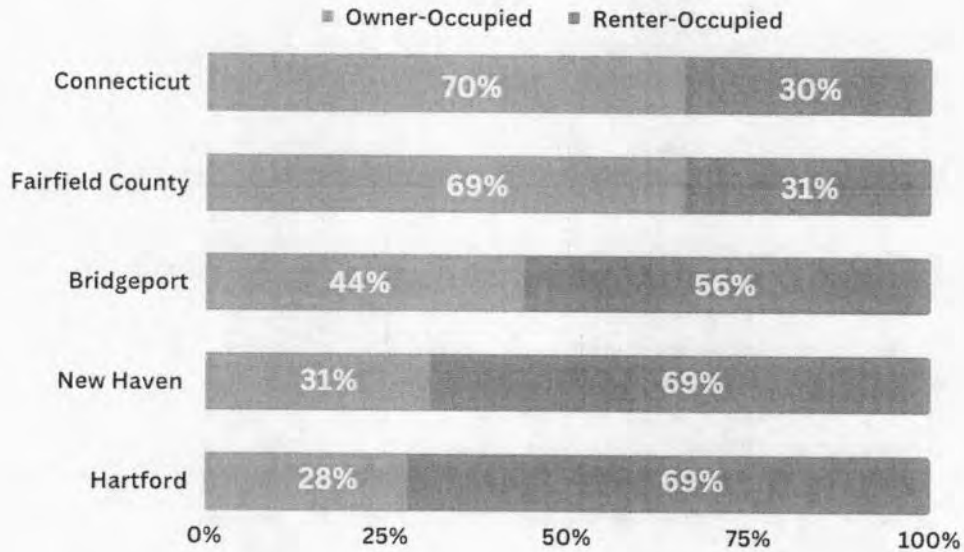


Figure 4: Occupancy Status, U.S. Census Bureau (2020) characteristics for Occupied Housing, Table S2502. data.census.gov

## Figure 5: Household Income vs. Cost

	Owner -Occupied Housing Units	Renter-Occupied Housing Units
Median Household Income: Annual	\$75,923	\$29,934
Monthly Housing Cost	\$1,671	\$1,157
Monthly Housing Cost vs Income*	26%	46%

\*The Affordable Housing Land Use Appeals Procedure (CT General Statute 8-30g) recommends housing cost NOT exceed 30% of household income.

Figure 5: Housing Income vs. Cost, U.S. Census Bureau (2020) Financial Characteristics, Table S2503. data.census.gov

In 2020, Bridgeport's average gross rent per resident stood at \$1,157 per month. This was lower than Fairfield County's average of \$1,511.



# 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. \*93-22 Consent Calendar

**A Resolution Authorizing the Acquisition of  
Chronically Vacant and Blighted Properties  
in accordance with**

**The Hollow Neighborhood Revitalization Zone Plan as Amended.**

**WHEREAS**, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.78* (the “**Ordinance**”), *The Hollow Neighborhood Revitalization Zone* (the “**HNRZ**”) *Plan* (the “**Plan**”) first became effective May 16, 2005 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #42-21, the “**Amended Plan**” – the excerpt of which is attached as “**Attachment A**”) on April 4, 2022; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 19, 2021; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the Hollow NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan at its meeting of October 25, 2021; and

**WHEREAS**, the Hollow NRZ has voted to adopt the Amended Plan; and

**WHEREAS**, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

Committee on ECD and Environment  
Item No. \*93-22 Consent Calendar

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**WHEREAS**, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain may be exercised; and

**WHEREAS**, the Hollow NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties; and

**WHEREAS**, the Hollow NRZ's Amended Plan (see pages 31 and 37) as approved by the City Council on April 4, 2022, reaffirms the goal of addressing chronically vacant and blighted properties and establishes as an objective (toward that goal) the pursuit of the acquisition of such properties when it is the case that the property owner does not "have the desire or the means to redevelop [the property]" in which case "eminent domain powers shall be strategically used"; and

**WHEREAS**, within the Hollow Neighborhood, located directly across Oak Street from Lafayette Park (aka Nanny Goat Park), and directly across Frank Street from St. Raphael's Elementary School, there exists an area of chronically vacant and blighted property which totals approximately 76,000 square feet (or 1.75 acres) in size, and which comprises almost the entirety of a city block, the vacant and blighted portion of which consists of nine contiguous parcels, which (together with ownership information) are as follows:

304 George Street (owned by Wood Oak Apartments LLC, since 2003)  
303 Center Street (owned by Wood Oak Apartments LLC, since 2003)  
307 Center Street (owned by 82 Oak Street LLC, since 2013)  
335 Frank Street; (owned by 82 Oak Street LLC, since 2013)  
329 Frank Street; (owned by 82 Oak Street LLC, since 2013)  
60 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
74 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
82 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
92 Oak Street; (owned by 82 Oak Street LLC, since 2013);

(taken together, the "**Chronically Vacant and Blighted Properties**");





# City of Bridgeport, Connecticut

## Office of the City Clerk

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**WHEREAS** according to the Connecticut Secretary of State's records, the Chronically Vacant and Blighted Properties are under the ownership of two limited liability corporations with the same principal member, Mr. Albert Gad, and with the same principal business address at 12 East 49<sup>th</sup> Street, New York, NY, 10017 (the "**Owner**"); and

**WHEREAS**, the various buildings situated on the Chronically Vacant and Blighted Properties are themselves blighted, vacant and dilapidated, and have been for many years, with one (the Ostermoor Building at 304 George Street) having been vacant for close to two decades, such that it is quite reasonable to conclude that the Owner does not have the desire or the means to redevelop the Chronically Vacant and Blighted Properties; and

**WHEREAS**, Section 7-601(b) of the Statute provides that an NRZ Plan "may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone...."; and

**WHEREAS**, the inventory within the Amended Plan specifically includes five contiguous parcels – (60,74,82,92 Oak Street, and 304 George Street) -- of the nine contiguous Chronically Vacant and Blighted Properties cited herein, and identifies as a strategy to remove their blighting influence and to combat their vacancy that the City shall acquire such properties in order to reposition them for redevelopment, a strategy which, given the common ownership and consistent history of indifference and inaction demonstrated by the Owner with respect to the Chronically Vacant and Blighted Properties, may only be pursued successfully via the City's acquisition of both the parcels specifically noted within the Amended Plan as well as of those that are immediately adjacent and cited herein as the Chronically Vacant and Blighted Properties, with such contiguous and transformative acquisition clearly being the intent of the Amended Plan, consistent with the Statute; and

**WHEREAS**, at its regular meeting of September 21, 2022, the City of Bridgeport's Board of Condemnation voted to condemn and to order the demolition of the Ostermoor building located at 304 George Street and similarly voted to condemn and to order the demolition of the blighted building located at 307 Center Street (the "**Demolition Order**"); and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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**WHEREAS**, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of the Chronically Vacant and Blighted Properties and the removal of the Ostermoor building, and the removal of the building at 307 Center Street, and the removal of other blighted buildings on the Chronically Vacant and Blighted Properties and the subsequent disposition of the Chronically Vacant and Blighted Properties for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised; and

**WHEREAS**, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures; and

**NOW THEREFORE BE IT RESOLVED** that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Chronically Vacant and Blighted Properties by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action; and

**BE IT FURTHER RESOLVED** that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Committee on ECD and Environment  
Item No. \*93-22 Consent Calendar

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*City Council Date:* August 7, 2023  
Tabled by Full Council on August 7, 2023  
Re-submitted on October 2, 2023 (Tabled by Full Council)  
ReSubmitted: October 16, 2023 (Tabled & Ref'd back to Committee)

ATTACHMENT A - Excerpts of Amendments of 04.04.2022

# The Hollow NRZ Plan

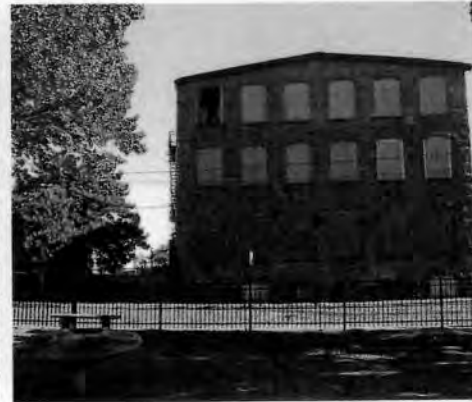
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Bridgeport, CT



*The  
Hollow*

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**5. Vacant and Underutilized Property**

The consulting team conducted a survey of the neighborhood and identified 30 vacant and/or underutilized properties in the Hollow. Given the density of development, this is a large number and should be addressed as part of further planning work in the Hollow. Some can be used to alleviate part of the parking issue and others should be used to ensure vacant space is productively used.



There are a few significant underutilized buildings including the Ostermoor site across from Lafayette Park, also known as Nanny Goat Park.

All vacant and underutilized properties listed below should be performing at their highest and best use. Accomplishing this entails working with the property owners to communicate the NRZ vision; providing assistance in connecting the property owner with developers or entities which will purchase and/or develop the property in accordance with the NRZ Plan; or acquisition of properties by the City.

**Details of The Hollow's Vacant and Underutilized Properties**

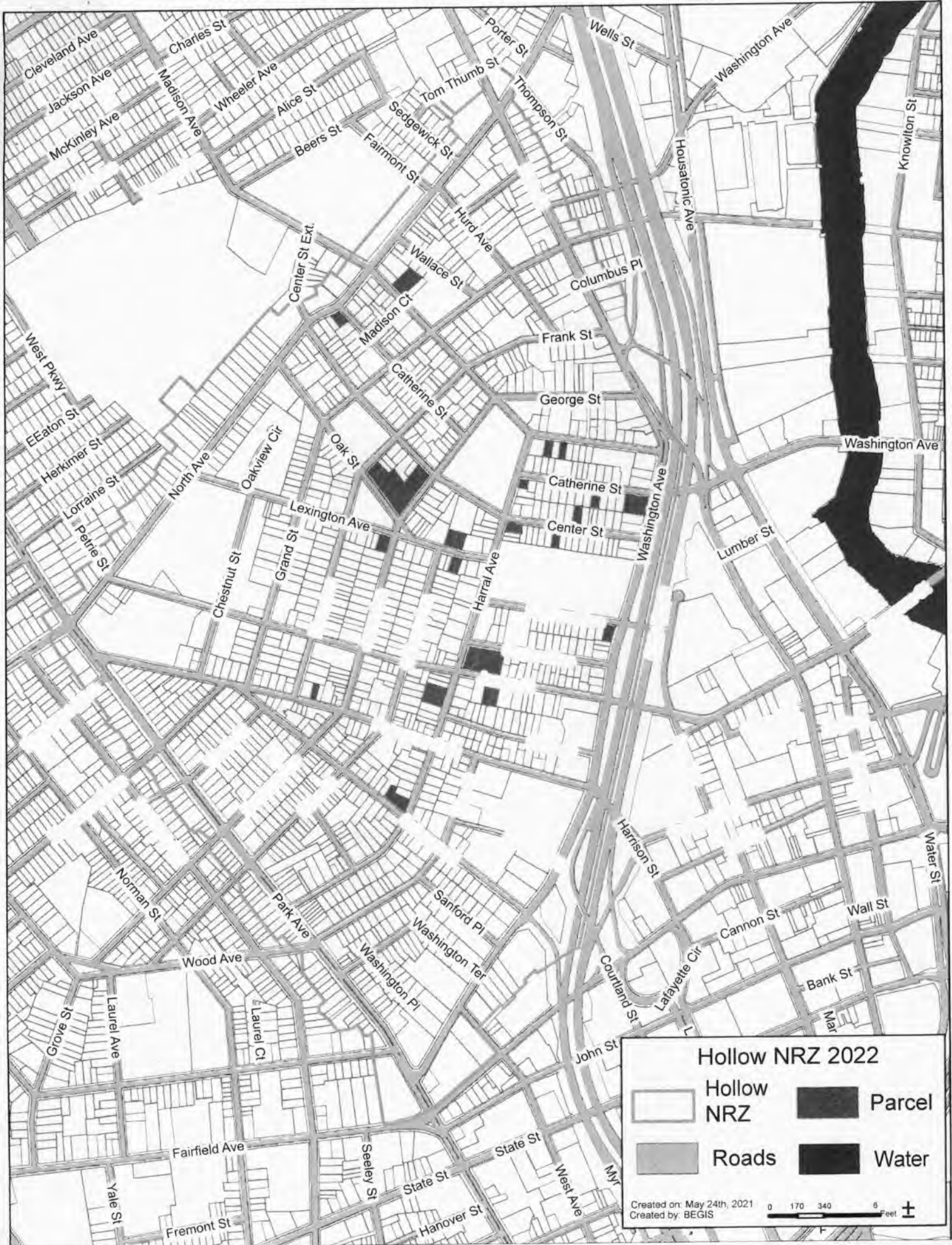
ADDRESS	UNIT	PARCEL ID	OWNER OF RECORD	OWNER'S ADDRESS	COMMENTS	SIZE (ACRES)	
1	394 Madison Avenue	#396	1003-2	Pembroke Laundry & Cleaners	396 Madison Ave, Bridgeport, CT 06604	Unoccupied commercial building	0.26
2	1249 North Avenue	#1255	1005-13A	Padreira Albertina	1265 North Ave, Bridgeport, CT 06604	Vacant area. Used as parking.	0.14
3	82 Oak Street	#86	1025-1	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Vacant area with vacant garage and outbuildings	0.11
4	4 Oak Street	N/A	1025-2	82 Oak Street LLC c/o CT Century Gardens LLC	12 East 49th Street, 39th Fl, New York, NY 10017	Unoccupied warehouse.	0.2
5	60 Oak Street	#64	1025-3	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Unoccupied outbuildings and land	0.4
6	304 George Street	N/A	1025-4	Wood Oak Apartments LLC c/o CT Century Garden LLC	12 East 49th Street, 39th Fl, New York, NY 10017	Unoccupied warehouse	0.67

(continued on next page)

## Details of The Hollow's Vacant and Underutilized Properties (continued)

	ADDRESS	UNIT	PARCEL ID	OWNER OF RECORD	OWNER'S ADDRESS	COMMENTS	SIZE (ACRES)
7	92 Oak Street	#96	1025-11	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Vacant area	0.11
8	203 Jones Avenue	#209	1027-27	Esteves Maria Et Al	203 Jones Ave, Bridgeport, CT 06604	Lot area (near Lexington) is underutilized and used for Parking	0.15
9	354 Pequonnock Street	#356	1028-7	Alves Ricardo Et Al	215 Country Hill Drive, West Haven, CT 06516	Vacant area used as parking lot	0.08
10	200 Coleman Street	N/A	1034-7	Park City Housing & Development Corporation	Exempt Parcel N/A Bridgeport, CT	Vacant area	0.1
11	191 Harral Avenue	#197	1034-8	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area	0.16
12	323 Harral Avenue	N/A	1037-14	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area enclosed by fence	0.21
13	339 Harral Avenue	N/A	1037-15	Pro Tech Homes LLC	640 Shelton Rd, Trumbull, CT 06611	Vacant area enclosed by fence	0.15
14	211 Lexington Avenue	#213	1038-21	Costa Antonio	189 Lexington Ave, Bridgeport, CT 06604	Vacant area used as parking lot	0.08
15	217 Lexington Avenue	#219	1038-22	Costa Antonio	189 Lexington Ave, Bridgeport, CT 06604	Vacant area used as parking lot	0.06
16	230 Lexington Avenue	#236	1040-7	Paniccia Maria	29 Essex Lane, Trumbull, CT 06611	Vacant area used as contractor yard	0.11
17	222 Lexington Avenue	N/A	1040-8A	Paniccia Americo	36 Essex Lane, Trumbull, CT 06611	Garage and area used as contractor yard	0.16
18	115 Madison Avenue	N/A	1045-20	Criande Properties LLC	179 William St, Bridgeport, CT 06608	Vacant area used as contractor parking	0.09
19	135 Madison Avenue	#141	1045-21B	WCG12 LLC	97 Catherine St, 2 <sup>nd</sup> Fl, Bridgeport, CT 06604	Unoccupied 6-family building	0.11
20	207 Catherine Street	N/A	1046-1	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area enclosed by fence	0.08
21	775 Washington Avenue	N/A	1046-14	Oppedisano David	26 Frost Hill Road, Trumbull, CT 06611	Unoccupied warehouse building with vacant area	0.37
22	117 Catherine Street	#119	1046-18	Carrena Luis	24 Tuckahoe Road, Easton, CT 06612	Vacant area used as parking lot	0.13
23	84 Center Street	N/A	1046-7A	Cabezas Washington	1440 Madison Ave, Bridgeport, CT 06606	Vacant area	0.13
24	552 Harral Avenue	#560	1047-1	Almonte Luis	1217 Iranistan Ave, Bridgeport, CT 06604	Vacant area used as parking lot. Former community garden	0.13
25	103 Center Street	#105	1047-31	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area	0.11
26	621 Washington Avenue	N/A	1049-27	NYCT Management LLC	40 Southport Ridge, Southport, CT 06890	Unoccupied commercial building	0.13
27	136 James Street	N/A	1050-1	Fraser II LLC	17 Twin Circle Drive, Westport, CT 06880	Unoccupied industrial building	0.56
28	140 James Street	N/A	1050-1A	Fraser II LLC	17 Twin Circle Drive, Westport, CT 06880	Vacant area	0.21
29	129 James Street	N/A	1051-24	Mejia Juan	43 Sherman Street, Stamford, CT 06902	Vacant area used as parking lot	0.13
30	135 James Street	#139	1051-25	Mejia Juan	43 Sherman Street, Stamford, CT 06902	Vacant area used as parking lot	0.16

# VACANT AND UNDERUTILIZED PROPERTY





### 3. **Summary of Development Issues, Constraints, and Opportunities** (contains info from the community workshop and walking tour)

#### **A. Public Safety**

Public safety is a common concern for residents, and seems to be centered around a small number of locations and groups of people.

#### **B. Walkability, Sidewalks and Traffic**

Many sidewalks are in states of disrepair, and there is a lack of street trees and landscaping throughout the Hollow. Damage to curbs often comes from shortages in parking, causing drivers to park on sidewalks.

#### **C. Sanitation**

There is a lack of trash cans throughout the neighborhood and no service to pick up litter. Litter is a consistent problem, often concentrated around businesses and restaurants, and blowing into vacant lots.

#### **D. Blight and Vacancies**

There are many vacant lots and buildings that present opportunities for redevelopment.

#### **E. Parking**

There are parking shortages in many areas of the Hollow, especially in more commercial sections.

#### **F. Lack of Community Identity**

Residents feel that there is a lack of community identity in the Hollow. This includes both physical geographic identity and community identity among residents. The large population of renters contributes to this, as these residents do not feel as connected to the neighborhood as home owners.

#### **G. Lack of Community Centers and Outdoor Space**

There are few community centers and spaces for outdoor recreation. Lafayette/Nanny Goat Park is the only public park, and is often crowded or unsuitable for activities. There is a community center just outside the Hollow, but the interstate presents a barrier to accessing it.

#### **H. Lack of Community Partners**

The NRZ does not have many community partners that are also invested in improving the neighborhood.

### 4. **Hollow NRZ Plan**

#### **A. Vision Statement**

The Hollow NRZ seeks to make their community a safer and more attractive place to live and raise a family.

## B. Plan Overview —Goals & Objectives

### **GOAL: Cleaner streets and neighborhood lots**

#### Objectives:

- Organize student and community clean up efforts
- Publicize the efforts and activities to cultural and community groups
- Request help from municipal services to enforce ordinances on trash
- Request police to take notice of littering and uncontained trash

### **GOAL: Improve parking within the community**

#### Objectives:

- Ask the City to confirm the conducted survey findings as part of the NRZ
- Use the parking study report to start discussion with residents and the city
- Petition the city to implement parking controls in The Hollow

### **GOAL: Improve streetscapes and gateways throughout The Hollow to build neighborhood identity**

#### Objectives:

- Establish signs and landscaping to indicate the entrances to The Hollow
- Establish "green teams" to care for public landscaping along various streets
- Seek funding from city and local businesses for streetscape improvements
- Reach out to community, religious, and city-wide non-profits for support

### **GOAL: Build Partnerships throughout the Neighborhood.**

#### Objectives:

- Work more closely with police to increase safety and reduce crime
- Create partnerships with religious leaders and communities
- Create partnerships with non-profits and private businesses
- Create a communications plan to promote and educate the community

### **GOAL: Develop a program to address vacant and underutilized properties**

#### Objectives:

- Ask city to Refer below for new Goal or a consultant to inventory and analyze existing vacant and underutilized properties for potential reuse
- Coordinate NRZ meeting with City of Bridgeport, OPED to discuss what potential assistance that owners or future developers could receive in their efforts to bring a productive use to the neighborhood
- Work with building owners around Nanny Goat Park to find developers.

### **GOAL: Advocate with city for funding assistance to improve The Hollow**

#### Objectives:

- Seek housing rehabilitation assistance for existing housing stock
- Seek funding to assist in home ownership
- Seek funding assistance for facade improvements in commercial areas

## 1. Appendices

1. Community Survey
2. Parking Reference Documents

### **GOAL: Address chronically vacant or blighted properties**

#### Objectives:

- Collaborate with City in outreach to property owners, discussing the need for property (re)development.
- Connect property owners with competent developers.
- Pursue acquisition of parcels where the property owner does not have the desire or means to (re)develop. Eminent domain powers of the City shall be strategically used.



# 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. \*94-22 Consent Calendar**

**A Resolution Authorizing the Acquisition of  
A Chronically Vacant and Blighted Property  
at 330 Myrtle Avenue in accordance with the  
South End Neighborhood Revitalization Zone Plan as Amended.**

**WHEREAS**, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.97* (the “**Ordinance**”), the *South End Neighborhood Revitalization Zone* (the “**SENRRZ**”) *Plan* (the “**Plan**”) was first duly adopted on June 7<sup>th</sup> of 2010 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #43-21, the “**Amended Plan**” – see excerpt attached as **Attachment A**) on April 4, 2022; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, via transmittal letter dated September 15, 2021, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 20, 2021; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the South End NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan, and in accordance with its by-laws, voted to adopt the Amended Plan, at its meeting of November 11, 2021; and

**WHEREAS**, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”; and

**WHEREAS**, Section 7-601(b) of the Statute provides that an NRZ Plan “may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone....”; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Committee on ECD and Environment  
Item No. \*94-22 Consent Calendar

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**WHEREAS**, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain exercised; and

**WHEREAS**, the South End NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties; and

**WHEREAS**, the South End NRZ's Amended Plan, as approved by the City Council on April 4, 2022, includes an updated inventory of chronically vacant and blighted properties and identifies such properties for acquisition by the City in order to reposition them for redevelopment; and

**WHEREAS**, the approximately 2.34 acre property known as 330 Myrtle Avenue (the "**Property**"), which contains a building that is approximately 100,000 square-feet in size and 3.5 stories in height (the "**Building**"), has been identified in the Amended Plan as a chronically vacant and blighted property; and

**WHEREAS**, the Building on the Property has been vacant, blighted, and boarded-up for over sixteen years, during which time the Property has been owned by the same ownership entity, *CT Century Gardens LLC* (the "**Owner**"), which according to the Connecticut Secretary of State's records lists Mr. Albert Gad as its principal member and lists its principal business address as 12 East 49<sup>th</sup> Street, New York, NY, 10017; and

**WHEREAS**, at its regular meeting of October 19, 2022, the City of Bridgeport's Board of Condemnation voted to order the demolition of the Building on the Property (the "**Demolition Order**"); and

**WHEREAS**, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of this blighted Property and the removal of the blighted Building and the subsequent disposition of the Property for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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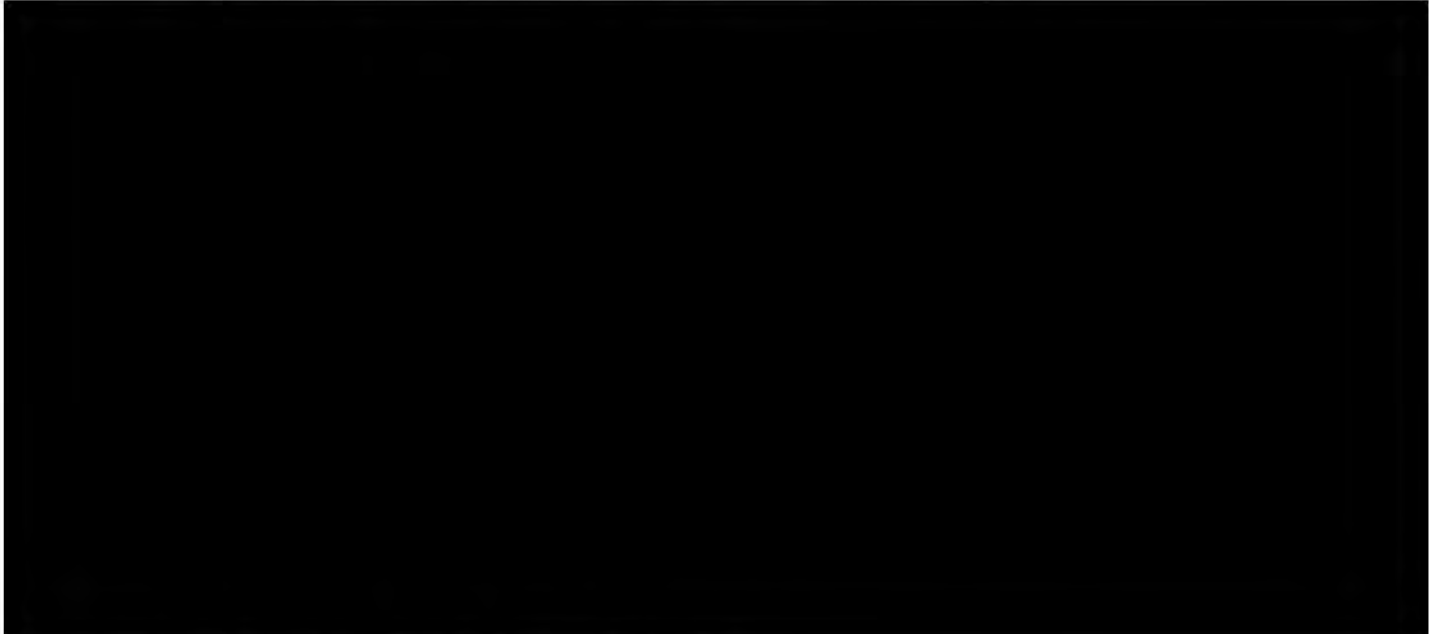
Committee on ECD and Environment  
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**WHEREAS**, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures; and

**NOW THEREFORE BE IT RESOLVED** that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Property by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action; and

**BE IT FURTHER RESOLVED** that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.



**City Council Date:** August 7, 2023  
Tabled by Full Council on August 7, 2023  
Re-submitted on October 2, 2023 (Tabled by Full Council)  
ReSubmitted: October 16, 2023 (Tabled & Ref'd back to Committee)

**ATTACHMENT A**

**South End  
Neighborhood Revitalization Zone  
Strategic Plan**

2014

Amendments of 04.04.2022 (EXCERPTS)



Prepared for the South End Neighborhood Revitalization Zone Committee by the City of Bridgeport, Office of Planning and Economic Development, Division of City Planning.



# Urban Village Character



## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map**
2. **Partner with City Council Representatives, City Staff, UB Staff, private property owners and other Stakeholders to explore the feasibility of creating a rental rehabilitation program**
3. **Work with Stakeholders to establish an affordable housing policy**
4. **Work with Developers to match construction-related training and employment opportunities with area residents**
5. **Build strong, lasting relationships with corporate and institutional members in the South End, and explore ways to work together on:**
  - **Community fair/outreach events**
  - **“Adopt-a-Block” program**
  - **Neighborhood/street cleanups**
  - **Social/entertainment events**
  - **Farmers/Gardeners Market events**
  - **Other**
6. **Work with City Council Representatives, City Staff, Greater Bridgeport Transit, Bridgeport Public Library and other Stakeholders to identify a feasible community gathering space**
7. **Work with Stakeholders to identify resources to initiate a gateways and wayfinding planning and design process**
8. **Work with Stakeholders to initiate an urban**

**beautification program. Key projects might include murals, sculptures and other public artworks, landscaping and community cleanup efforts**

9. **Assist with Volunteer recruitment for urban beautification projects**
10. **Develop a South End property improvement award program**

11. **Work with City to address chronically vacant or blighted properties**

## Planning District Strategies

Considering existing land use characteristics, the South End NRZ can be organized into six neighborhood planning districts. These generalized areas are meant to help communicate the overall vision for the neighborhood, not to prescribe property-specific strategies or recommendations. The six districts are:

### Neighborhood Residential

These areas are almost exclusively residential, and will remain so. The primary design objective in Neighborhood Residential districts is to preserve and enhance the existing housing stock and require infill development to be of high-quality design and construction that is compatible with surrounding structures. Non-residential land uses will be limited.

### Neighborhood Center

Strategically located and comprised of a number of underutilized properties, these areas will transition into high-activity residential, commercial and civic mixed-use centers with a focus on pedestrian and bicycling facilities.

## Urban Corridor

State St. is a high-volume transportation corridor that connects the Black Rock, West Side/West End and South End neighborhoods with Downtown. This area provides an opportunity for larger mixed-uses with a focus on multi-modal transportation facilities.

## Institutional Campus

The University of Bridgeport continues to implement its Master Plan and improve its facilities, and a new Roosevelt Elementary School campus is under construction. These areas will not experience private redevelopment, but do need to be successfully incorporated into the neighborhood fabric.

## Eco-Industrial

Bridgeport's industrial waterfront continues to evolve. These areas will adapt to become communities capable of supporting technological innovation and 21st century light manufacturing with a focus on sustainability and access.

## Regional Recreation & Entertainment

These areas welcome large amounts of visitors from throughout the City and Region, and are sources of considerable pride. They will not be redeveloped, but will become more attractive gateways into the neighborhood.

still home to abandoned factory buildings and continues to have a negative impact on the surrounding properties.

Redeveloping 330 Myrtle with market-rate residential and ground floor retail mixed-use will build upon the success of Lofts on Lafayette, facilitate population growth, and positively influence neighboring property values. Built high enough, this building or buildings would enjoy terrific views and considering the surrounding land uses—mainly surface parking lots to the north and south and medium- to high-density residential to the east and west—it likely could be with minimal impact.

Said parking lots and other underperforming uses along Myrtle Ave., Austin St., Warren St. Gregory St. and Lafayette St. should similarly be redeveloped into high-activity mixed-uses with a focus on high-quality residential units above attractive ground-floor retail/commercial uses.

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
  - Allow residential/commercial mixed-use development, as-of-right
  - Permit residential/artist studio/light manufacturing mixed-use development, via special permit
  - Encourage ground-floor design and uses which engage sidewalk, bike lane and street users

- Encourage and facilitate significant population and new business growth
- Minimize curb-cuts and driveways
- Prohibit off-street parking facilities within front and side setbacks
- Facilitate a range of buildings heights, with minimums and maximums
- Encourage outdoor dining in strategic locations
- Encourage and support urban agriculture is strategic locations
- Acquire chronically vacant or blighted properties for redevelopment

## Urban Corridor

The Urban Corridor district is comprised of the properties fronting along State St., a major State-owned corridor running from the Town of Fairfield into Downtown Bridgeport. The corridor is anchored by the United Congregational Church and YMCA uses at the intersection of Park Ave., but most of the remaining uses are abandoned or in poor condition and vacant lots are prevalent. This area represents an opportunity to develop a high-activity mixed-use corridor more focused on commercial uses than others in the South End.

Development standards within the Urban Corridor should allow for medium-height (two- to six-story) mixed-use buildings, as-of-right with taller buildings allowed via special permit. Vehicular access should only be permitted from side streets. Off-street parking facilities should be permitted, but designed to not be visible from State St. Adequate buffering with screening and landscaping shall be required between these uses and adjacent residential uses.

The Street is very wide with two one-way directional traffic lanes and two parking lanes. Traffic volume and travel speeds are high and accidents are common. Although the sidewalks are wide, they are in poor condition. The streetscape is void of streetscaping, trees and has inadequate lighting. State St. is unsafe for bicyclists and pedestrians, especially at night.

Bump-outs and clearly marked crosswalks will shorten crossing distances and improve pedestrian safety. Street trees and landscaping will improve the urban environment and alter the scale of the street for both drivers and pedestrians, making it more attractive and safer. State St. is a candidate to be converted to two-way directional flow and the City of Bridgeport aims to study the feasibility of doing so. Six Greater Bridgeport Transit bus routes run along State St. Improving bus stops along these routes with well-designed weather-protective facilities would serve dual purposes of distinguishing the corridor and increasing the attractiveness of bus transit.

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
  - Allow residential/commercial mixed-uses, as-of-right
  - Encourage and facilitate sensible population growth
  - Ensure pedestrian and bicycling safety and encourage healthy activity
  - Do not allow curb-cuts, driveways or off-street parking facilities along State St.
  - Allow off-street parking facilities, and re-

sidewalks, streets, bike-ped facilities and tree plantings. Tree plantings will have a particularly dramatic impact over time. The Iranistan Ave./Gregory St. and Broad St./University Ave. intersections are prime locations for welcoming visitors through the neighborhood and into Seaside Park.

Beautification measures such as decorative landscaping, signage and lighting will emphasize their natural gateway roles. Thinking a little bigger, placing a new landmark such as a significantly scaled monument, statue or sculpture at these locations would firmly establish them as memorable gateways.

## Key Recommendations

1. **Work with City of Bridgeport, Parks and Recreation and other Stakeholders to implement the Seaside Park Master Plan**
2. **Work with City of Bridgeport and Harbor Yard and Arena Stakeholders to stimulate landscaping and other urban beautification initiatives**
3. **Work with City of Bridgeport and other Stakeholders to identify signage and lighting needs in these areas**
4. **Assist with Volunteer recruitment for associated projects**

## Address Chronically Vacant or Blighted Properties

Several properties in the South End are vacant or blighted and have been in this condition for many years. This is often the result of property owners who live elsewhere and are landbanking the sites. Efforts need to be taken to put these properties into productive use so that they enhance, rather than detract from, quality of life for area residents.

A first step would be to contact the property owner for a discussion about the NRZ goals and assess whether the owner has the desire or ability to turn the property around. If the property owner does not have the desire or means to improve the property then acquisition should be pursued.

Property acquisition should be strategic, only pursued when a site specific redevelopment strategy has been identified. If the property owner is unwilling to sell, or demands a price which is significantly higher than appraised value, the City could use its powers of eminent domain. In such cases the City must engage the NRZ in the creation and final approval of a redevelopment strategy, and selection of a developer.

Properties which are chronically vacant or blighted include:

- 526-528 Atlantic Street (blighted)
- 914 Atlantic Street (vacant lot)
- 83 & 95 Garden Street (vacant lots)
- 434 Gregory Street (blighted)
- 181-183 Hanover Street (vacant lot)
- 109-111 Johnson Street (blighted)
- 330 Myrtle Street (blighted)
- 33 Rennell Court (blighted)
- 81 Ridge Avenue (blighted)
- 61 Lewis Street (blighted)

# Implementation Strategy

Urban Village Character

Immediate (Less than 3 Years)

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-01	Promote Use of BConnected Platform for Urban Village Improvements	Lead neighborhood-wide promotional efforts.	City of Bridgeport Departments, South End Stakeholders	Local public and private sources		
UVC-02	Develop Civic Partnerships	Lead efforts.	South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Local public and private sources	67, 69	
UVC-03	Initiate Urban Beautification Program	Work with City of Bridgeport to determine role	City of Bridgeport Departments, Stakeholders	State and local public and private sources	67-69	
UVC-04	Conduct Volunteer Recruitment for Urban Village Character Projects	Lead, as necessary.	City of Bridgeport Departments, Stakeholders	N/A	67, 69	
UVC-05	Develop Property Improvement Award Program	Lead efforts.	City of Bridgeport Departments, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Local public and private sources	67, 69	
UVC-06	Participate in UB Campus Master Planning Process	Support and participate in planning process.	University of Bridgeport	N/A	76	
UVC-07	Identify State St. Improvements	Lobby and support.	City of Bridgeport, CT DOT, Greater Bridgeport Regional Council	Federal, State and local sources	75, 76	
UVC-08	Conduct Comprehensive and Ongoing Zoning Ordinance & Map Amendments	Support and participate in planning process.	City of Bridgeport, Office of Planning & Economic Development, Stakeholders	Federal, State and local sources	63-78	

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-10	Promote Roosevelt School Streetscape Improvements	Support.	City of Bridgeport, CT DOT, Greater Bridgeport Regional Council	Federal, State and local sources	76	
UVC-11	Assist with UB Campus – Area Improvements	Work with University of Bridgeport to determine role.	University of Bridgeport, City of Bridgeport Departments	University of Bridgeport, Local and State sources	76	
UVC-12	Assist with Seaside Park Master Plan Implementation	Work with Bridgeport Parks Department to determine role.	City of Bridgeport Parks & Recreation Department, Stakeholders	Federal, State and local public and private sources	77, 78	

UVC-14 Address vacant, blighted or underutilized properties.

Identify properties and support.

City of Bridgeport, targeted property owners, developers

Local sources.

Short-term (3-6 Years)

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-13	Develop an Affordable Housing Policy	Support and participate in planning process.	City of Bridgeport, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Federal, State and local sources	64, 69	



# 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**

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

**TERM EXPIRES**

December 31, 2026

*City Council Date: September 5, 2023 (Tabled by Full Council)*  
*Resubmitted: September 18, 2023 (Tabled by Full Council)*  
*ReSubmitted: October 2, 2023 (Tabled by Full Council)*  
*ReSubmitted: October 16, 2023 (Tabled by Full Council)*