

AGENDA
CITY COUNCIL MEETING
MONDAY, JUNE 3, 2013

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 6, 2013 and May 13, 2013 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 86-12** Communication from Mayor re: Appointment of Charles McNeill (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.
- 87-12** Communication from Mayor re: Appointment of Carrie Picardi (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.
- 88-12** Communication from Mayor re: Appointment of Bruce Williams (D) to the Energy Improvement District, referred to Miscellaneous Matters Committee.
- 90-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Wesly Aponte, **ACCEPTED AND MADE PART OF THE RECORD.**
- 91-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Natalie Nieves, **ACCEPTED AND MADE PART OF THE RECORD.**
- 92-12** Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2013-2014 YSB Enhancement Grant, referred to Economic and Community Development and Environment Committee.
- 93-12** Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2013-2015 Youth Service Bureau Grant, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 94-12** Communication from Central Grants and Community Development re: Grant Submission: FY 2012-2013 Medical Reserve Corps Capacity Building Award (CBA) Competitive Award, referred to Economic and Community Development and Environment Committee.
- 95-12** Communication from Finance Department re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget & Appropriations Committee.
- 96-12** Communication from Finance Department re: Approval of Revenue Bonds – Jewish Home Project, Series 2013, referred to Budget & Appropriations Committee.
- 97-12** Communication from Finance Department re: Proposed Resolution Authorizing a Tax payment Agreement for the Development of a Skilled Nursing and Assisted Living Facility at 4200 Park Avenue (The Jewish Home Project), referred to Economic and Community Development and Environment Committee.
- 98-12** Communication from OPED re: Proposed Resolution Approving a Lease and Option to Purchase Agreement with JRRC Associates for 53 Seaview Avenue and 85 Seaview Avenue, referred to Contracts Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 89-12** Communication from Mayor re: Setting of the Mill Rate for Fiscal Year 2013-2014 **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *34-12** Economic and Community Development and Environment Committee Report re: (Ref. #11-99) Community Capital Fund, Inc. (Successor to Bridgeport Neighborhood Fund, Inc.) Request to Release Reverter on 107-109 Columbia Street, 117 Columbia Street, 123-125 Columbia Street; 29 Ridge Avenue and 35 Ridge Avenue (the "Properties").
- *45-12(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 17, 2013: re Disposition of Property Located at 1136, 1144, 1148-50, 1154-56 and 1160-62 Main Street ("The Preservation Block") and Authorization of a Partial Tax Abatement in Support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *55-12** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Conference of Mayors (USCM) and The Scotts Miracle – Gro Company for GRO1000 Gardens and Green Spaces Grant.
- *70-12** Economic and Community Development and Environment Committee Report re: Grant Submission: 2013 Neighborhood Assistance Act.
- *71-12(PHO)** Economic and Community Development and Environment Committee Report re: (Ref. #151-11)Public Hearing Ordered for June 17, 2013: re Disposition of Property located at 1163 and 1149 Main Street in the Downtown North Redevelopment Area.
- *72-12(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 17, 2013: re Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and Authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.
- *74-12** Economic and Community Development and Environment Committee Report re: Resolution concerning the Lease Agreement with the State of Connecticut Department of Transportation re: I-95 Rights of Way Properties at the Intersection of South and Myrtle Avenues for Roosevelt School Construction, Agreement No. 10.19-04(12) File No. 015-046-006A.
- *76-12** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Development Agreement for the Rehabilitation of Augustana Homes at 525 Palisade Avenue.
- *68-12** Miscellaneous Matters Committee Report re: Appointment of Andrea L. Townsend (D) to the Ethics Commission.
- *75-12** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Theresa Timpanelli.
- *80-12** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Vilmarie Reyes v. City of Bridgeport and Angel Rodriguez.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 3, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Charter/Fiscal Governance.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, JUNE 3, 2013
6:30 PM**

ATTENDANCE: Council members: *Brannelly, Stafstrom, Banta, Taylor-Moye, Brantley, T. McCarthy, Lyons, *dePara, Ayala, Martinez, Marella, Baker

*= arrived after roll call

ABSENT: Council member: Olson, Austin, Vizzo-Paniccia, Bonney, Blunt, Silva, Paoletto, Holloway

Council President McCarthy called the public speaking session to order at 6:45 pm.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 3, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Charter/Fiscal Governance.

CITY COUNCIL COMMENTS – JUNE 3, 2013

Council President McCarthy, Council members, my neighbors, taxpayers and voters in the audience, greetings.

Tonight we are near the final scene of Bridgeport's Annual Budget Pageant that features many long meetings for the Budget & Appropriations Committee that blend fellowship and food while you receive guidance and counsel from the folks who put the spending plan together. So it is not a 6% tax increase, but it is a tax increase after all, but can you tell me:

- What will happen in the next year when or if \$2 Million of union concessions do not happen? Is there a 'rainy day fund' to raid?
- Has the "minimum budget requirement" education issue been settled such that the City can duck the additional \$3.3 Million the State expected as recently as March 2013?
- Where does the annual review and vote on the Capital Budget stand? And where on the City web site is a schedule of all of the projects presented to the taxpaying public in the past five years and more that are short of completion?
- When will you begin receiving complete monthly financial reports as provided in the Charter, with full and accurate variance information? The March monthly was not available as of Friday May 31, 2013. But it was in your box today. Are you embarrassed? It projects a \$2.5 Million deficit. Are you concerned?
- What has happened to the Stipend issue in the past year? What is the public getting for providing \$9,000 to reimburse expenses for you? Are you ready to go public, yet? If not, why not? When you travel out of town where is the proof to the community that it is not about partying and good times? You provide no evidence of your learning, while you are spending the money of the taxpayers.
- Have you reviewed our Charter procedures recently, especially those around handling public funds? There are existing violations that I have reported and they continue to exist. Have you decided to ignore my comments? Perhaps you discuss them in caucus? Maybe you have asked City Attorney to provide you assurance that you are still law abiding? However, do you feel that you are meeting the expectations of the public? Are you waiting for the elections in the fall to find how the public will answer these questions?
- If I were to report that the budget book you just reviewed differs in material and significant aspects from information provided in monthly reports, Comprehensive Annual Financial Reports and other City financial sources, would it surprise you? Does it matter to you? Do you genuinely think you are representing the voters and taxpayers of this City? One or more of you claim to have heard the public outcry this year, but failing to change your operating methods makes you guilty of failing in your Council work.

Finally, why do you continue to allow your Committee process to be stampeded when pressed to come to decisions without public input? Last week's Memorandum regarding Pension B Police and Fire Trustees was such an example. Millions of dollars released from City retiree pension funds to go to the State but no projections or actuarial data available to Council persons interested enough to attend and inquire of the Contracts

Committee? Three actuarial reports written from different perspectives and with differing assumptions, each one of them paid for with funds from Connecticut taxpayers. But they are not part of your due diligence. Strange? You bet.

"Don't worry", seemed to be the counsel of the City Attorney, who while admitting he has no actuarial or investment expertise, still was reassuring your fellow members that restating the power to tax the public while releasing no info about the current decision, was really about making Trustees feel more comfortable about their stewardship and not getting sued. Trust is not a word that the public uses today with respect to the way the City works. Does that bother you? Time will tell.

The following persons signed up to speak prior to the Public Speaking Session:

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Mr. Young stated that "*justice delayed is justice denied*". He recalled past visits to address the council and submitting documents regarding his wrongful termination. He emphasized that everything that had been stated during the last seven years is available on his website. He went on to say that as a taxpayer and homeowner, he would like to see justice served. He mentioned that full documentation was submitted from his doctors, however; his complaints have been ignored regarding his civil rights that have been violated by city and state officials.

The following was included in a memo he distributed to the council members prior to the public speaking session:

The memo further mentioned the State Labor Board Arbitrators, Albert Murphy, Michael Culhane & Attorney Gerald Weiner who allowed Jodie Paul, City Labor Relations to change the fact that he was terminated for not returning to work (stating that he was at work) to an absenteeism problem and to intentionally lie during the arbitration hearing by saying that he resigned from his position of 27 years of city employment (stating that he was terminated). The arbitrators allowed this change and cover-up and intentionally lead Judge Sybil Richards during an appeal to believe that my doctor notes were "literally scraps of paper" and my doctors' signature wasn't legible.

I have filed a formal complaint with the U.S. Attorney's office who referred this information and many documents to the F.B.I. for an investigation. I continue to say that if anything I say isn't true, I ask to be charged accordingly. All this information, plus much more in depth is on my website. I thank everyone for your interest to visit my website www.cecilyoung.com

* CT. State workers committed a crime with the SNAP program, was fired but not criminally charged, yet the State Arbitrators gave them their jobs back. I was terminated

City of Bridgeport
City Council Meeting
June 3, 2013
Page 3 of 10

for whistle blowing about contaminated dirt piles and the Arbitrators conspired with City officials and ruled against me.

Cc: To Governor Malloy, asking that the Labor Board hearings be recorded to avoid what happened to me doesn't happen to others.

Cecil C. Young
Community Activist

Amos Brown
33 Orchard Street
Bridgeport, CT

Mr. Brown spoke about the mission he is on. He mentioned the issue concerned him trying to speak to the Governor of Connecticut regarding crime in Bridgeport and other surrounding cities. He recalled that he put up posters regarding gun violence, but legislators all seem to be afraid to address the matter of gang violence. He emphasized that he will stay on his mission to bring the matter to the attention of politicians and others. He went on to speak about the overall problem of being discriminated against when it comes to justice to save our children. He repeated that he will continue to fight because the streets don't lie. He questioned where is the love that we are supposed to have for each other?

The public speaking session closed at 7:05 pm.

Council President McCarthy called for a caucus prior to the city council meeting at 7:06 pm.

The caucus ended at 7:32 pm.

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING**

**MONDAY, JUNE 3, 2013
7:00 PM**

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

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Brantley, T. McCarthy, Lyons, dePara, Ayala, Martinez, Marella, Baker

ABSENT: Council member: Olson, Austin, Vizzo-Paniccia, Bonney, Blunt, Silva, Paoletto, Holloway

Mayor Finch called the meeting to order at 7:32 pm.

- Prayer - Council member Marella offered the prayer.
- Pledge of Allegiance - Council member Brannelly led the pledge of allegiance.
- Roll Call - the city clerk took the roll call and announced there was a quorum of eleven (11) council members.

Council President McCarthy requested a personal privilege to welcome the people that work with the Small Business Association and were present in the audience.

Mayor Finch expressed that there has been major expansion in minority contracting, noting that Deborah Caviness has headed that initiative. He recognized the Hispanic Chamber of the Small Business Association. He acknowledged that those present consisted of the fifth class that has participated in the workshops. He further thanked all the partners that were involved and participated in the workshops.

Council President McCarthy relayed certain aspects of the workshops that are taught, which consist of; writing a business plan, access to capital etc. He further expressed that it's the little guys that help build up the city through running businesses.

He acknowledged each person that was present by name, who came forward to be recognized – a group picture was taken with members of SBA, Mayor Finch and Council President McCarthy.

Council President McCarthy announced that the following council members were absent for the following reason(s):

Council member Bonney was attending his niece's graduation; Council member Holloway had a minor shoulder injury; Council member Olson was on vacation and Council member Blunt wasn't available to attend tonight.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 6, 2013 and May 13, 2013 (Special Meeting)

- ** COUNCIL MEMBER STAFSTROM MOVED TO ACCEPT BOTH SETS OF MINUTES**
- ** COUNCIL MEMBER TAYLOR-MOYE SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 86-12** Communication from Mayor re: Appointment of Charles McNeill (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.
- 87-12** Communication from Mayor re: Appointment of Carrie Picardi (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.
- 88-12** Communication from Mayor re: Appointment of Bruce Williams (D) to the Energy Improvement District, referred to Miscellaneous Matters Committee.
- 90-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Wesly Aponte, **ACCEPTED AND MADE PART OF THE RECORD.**

- 91-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Natalie Nieves, **ACCEPTED AND MADE PART OF THE RECORD.**
- 92-12** Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2013-2014 YSB Enhancement Grant, referred to Economic and Community Development and Environment Committee.
- 93-12** Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2013-2015 Youth Service Bureau Grant, referred to Economic and Community Development and Environment Committee.
- 94-12** Communication from Central Grants and Community Development re: Grant Submission: FY 2012-2013 Medical Reserve Corps Capacity Building Award (CBA) Competitive Award, referred to Economic and Community Development and Environment Committee.
- 95-12** Communication from Finance Department re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget & Appropriations Committee.
- 96-12** Communication from Finance Department re: Approval of Revenue Bonds – Jewish Home Project, Series 2013, referred to Budget & Appropriations Committee.
- 97-12** Communication from Finance Department re: Proposed Resolution Authorizing a Tax payment Agreement for the Development of a Skilled Nursing and Assisted Living Facility at 4200 Park Avenue (The Jewish Home Project), referred to Economic and Community Development and Environment Committee.
- 98-12** Communication from OPED re: Proposed Resolution Approving a Lease and Option to Purchase Agreement with JRRC Associates for 53 Seaview Avenue and 85 Seaview Avenue, referred to Contracts Committee.

**** COUNCIL MEMBER MARELLA MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER dePARA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

89-12 Communication from Mayor re: Setting of the Mill Rate for Fiscal Year 2013-2014 **FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER McCARTHY MOVED TO APPROVE**

**** COUNCIL MEMBER dePARA SECONDED**

Council member Baker questioned why the item didn't go before committee. Mayor Finch responded that Chapter-5 paragraph 4-F of the charter outlines the reason the item isn't required to go before committee.

Council member Baker stated that he wouldn't vote to approve the item and that he would vote against it due to questions he had regarding the mill rate.

Mayor Finch stated that there must be a two-thirds vote by the council to waive the vote to committee; however, they are required by charter to approve it.

**** COUNCIL MEMBER McCARTHY MOVED TO WAIVE THE REFERRAL TO COMMITTEE**

**** COUNCIL MEMBER BRANTLEY SECONDED**

**** MOTION PASSED WITH TEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER and LYONS)**

*** EIGHT COUNCIL MEMBERS WERE ABSENT**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council President McCarthy requested to remove item ***68-12** Miscellaneous Matters

Committee Report re: Appointment of Andrea L. Townsend (D) to the Ethics Commission.

The city clerk read the remaining items into the record.

***34-12** Economic and Community Development and Environment Committee Report re: (Ref. #11-99) Community Capital Fund, Inc. (Successor to Bridgeport Neighborhood Fund, Inc.) Request to Release Reverter on 107-109 Columbia Street, 117 Columbia Street, 123-125 Columbia Street; 29 Ridge Avenue and 35 Ridge Avenue (the "Properties").

- *45-12(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 17, 2013: re Disposition of Property Located at 1136, 1144, 1148-50, 1154-56 and 1160-62 Main Street ("The Preservation Block") and Authorization of a Partial Tax Abatement in Support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

- *55-12** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Conference of Mayors (USCM) and The Scotts Miracle – Gro Company for GRO1000 Gardens and Green Spaces Grant.

- *70-12** Economic and Community Development and Environment Committee Report re: Grant Submission: 2013 Neighborhood Assistance Act.

- *71-12(PHO)** Economic and Community Development and Environment Committee Report re: (Ref. #151-11)Public Hearing Ordered for June 17, 2013: re Disposition of Property located at 1163 and 1149 Main Street in the Downtown North Redevelopment Area.

- *72-12(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 17, 2013: re Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and Authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

- *74-12** Economic and Community Development and Environment Committee Report re: Resolution concerning the Lease Agreement with the State of Connecticut Department of Transportation re: I-95 Rights of Way Properties at the Intersection of South and Myrtle Avenues for Roosevelt School Construction, Agreement No. 10.19-04(12) File No. 015-046-006A.

- *76-12** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Development Agreement for the Rehabilitation of Augustana Homes at 525 Palisade Avenue.

- *68-12** Miscellaneous Matters Committee Report re: Appointment of Andrea L. Townsend (D) to the Ethics Commission. – *removed*

- *75-12** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Theresa Timpanelli.

***80-12** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Vilmarie Reyes v. City of Bridgeport and Angel Rodriguez

**** COUNCIL PRESIDENT MOVED TO APPROVE**

**** COUNCIL MEMBER BRANTLEY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to item ***68-12** Miscellaneous Matters Committee Report re: Appointment of Andrea L. Townsend (D) to the Ethics Commission.

Council President stated that the item would be returned to committee for further discussion and review.

**** COUNCIL PRESIDENT MOVED TO TABLE**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Council President McCarthy requested a Moment of Silence for the following:

The hit and run victim.

The passing of Council member Taylor-Moye's sister.

Other announcements:

Council member Brantley expressed that her goddaughter gave birth to a baby boy today.

Council President requested a Moment of Silence for Wade Ratzenberger, former Barnum Festival official.

Council President McCarthy recognized Council member Banta's son Jonathan who he expressed may be the future Mayor of Bridgeport!

ADJOURNMENT

**** COUNCIL MEMBER McCARTHY MOVED TO ADJOURN**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:00 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

City of Bridgeport
City Council Meeting
June 3, 2013
Page 10 of 10



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

Comm. #86-12 Referred to Miscellaneous Matters Committee on 06/03/2013
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: May 21, 2013

RE: Boards & Commissions

Please place the following name on the June 3, 2013 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Harbor Commission:

Charles McNeill (D)
434 Lafayette Street
Bridgeport, CT 06604

This will replace a vacancy term will expire on September 30, 2013.

BF/lac



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM. #87-12 Referred to Miscellaneous Matters Committee on 06/03/2013
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: May 21, 2013

RE: Boards & Commissions

Please place the following name on the June 3, 2013 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Harbor Commission:

Carrie Picardi (D)
333 Grovers Avenue
Bridgeport, CT 06605

This will replace the seat held by Jack Banta and her term will expire on September 30, 2016.

BF/lac



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

Comm. #88-12 Referred to Miscellaneous Matters Committee on 06/03/2013
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: May 21, 2013

RE: Boards & Commissions

Please place the following name on the June 3, 2013 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Energy Improvement District:

Bruce Williams (D)
2 Seabright Avenue
Bridgeport, CT 06605

This will replace the seat held by Carl Horton and this term will expire on December 30, 2017.

BF/lac

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

COMM. #90-12 ACCEPTED AND MADE PART OF THE RECORD

On 06/03/2013

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

Re: **SETTLEMENT OF CLAIM**
WESLY APONTE v. CITY OF BRIDGEPORT POLICE DEPARTMENT, ET AL

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$19,300.00 payable to Antignani & Maresca, Trustees for Wesly Aponte. The action was claiming personal injuries to Mr. Aponte when, on April 20, 2011, a vehicle owned by the City of Bridgeport backed into his vehicle and caused him to sustain severe and permanent injuries. He alleges the City of Bridgeport is liable and responsible for the negligence and carelessness of City employee Muhamed Dedic.

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

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

Very truly yours,


Mark T. Anastasi
City Attorney

MTA/kl

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers



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

COMM. #91-12 ACCEPTED AND MADE PART OF THE RECORD

May 28, 2013

On 06/03/2013

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

Re: **SETTLEMENT OF CLAIM**
Natalie Nieves v. CITY OF BRIDGEPORT POLICE DEPARTMENT, ET AL

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$19,700.00 payable to Antignani & Maresca, Trustees for Natalie Nieves Aponte. The action was claiming personal injuries to Mr. Aponte when, on April 20, 2011, a vehicle owned by the City of Bridgeport backed into his vehicle and caused him to sustain severe and permanent injuries. He alleges the City of Bridgeport is liable and responsible for the negligence and carelessness of City employee Muhamed Dedic.

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

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

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/kl



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

**Comm. #92-12 Referred to ECD&E Committee on
06/03/2013**

May 29, 2013

To: Fleeta Hudson
From: Alexandra McGoldrick
Re: **2013 – 2014 YSB Enhancement Grant**

The Central Grants Office seeks authorization for Mayor Finch to enter into contract with the State Department of Education for a YSB Enhancement Grant and to sign all related documents, contracts and resolutions.

The grant, @ \$10,000 will fund "Making Proud Choices, a program proven to reduce unprotected sex, HIV and STD's among a population of high risk minority youth. The program will be offered to 350 Bridgeport youth, grades 6 – 12, through subcontract with the Greater Bridgeport Area Prevention Program (GBAPP).

Thank you for your attention to this matter and please feel free to call me at X7110 with any questions.

Cc: Tammy Papa, Lighthouse Program



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE : YSB Enhancement Grant

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra McGoldrick

PHONE NUMBER: 332-5665

PROJECT SUMMARY/DESCRIPTION: Through subcontract, GBAPP will deliver an evidence-based curriculum, "Making Proud Choices," which has been proven to reduce unprotected sex, STD's and HIV among a population of high risk minority youth. The MPC model will be offered to 350 students in grades 6th – 12th in the Bridgeport school system. Focused on emphasizing positive self esteem and skill building, the program will provide students with age appropriate and medically accurate information and supports to help them establish their own attitudes and motivations for preventing teen pregnancy.

CONTRACT DATES:

July 1, 2013 – June 30, 2014

PROJECT GOALS AND PROCEDURES:

Expected outcomes are: 1) Increased knowledge of pregnancy prevention, STD's and HIV; 2) of those engaging in sexual activity, at least 75% will use contraception; 3) of those previously engaging in sexual activity, at least 60% will postpone subsequent sexual involvement or practice effective contraception.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:
State: \$10,000
City:
Other:

FUNDS REQUESTED

Salaries/Benefits:
Supplies:
Transportation/Travel:
Other (explain): \$10,000 (see below)
Subcontracts: Yes X No
If yes, supply listing and dollar amount (please attach)

Funds will be sub-contracted to GBAPP.

WHEREAS, the State of Connecticut 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 a grant for YSB Enhancement; and

WHEREAS, funds under this grant will be used to provide a pregnancy prevention program for Bridgeport students, grades 6th – 12th, and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Education in the amount of \$10,000 for the purpose of supporting a pregnancy prevention program for Bridgeport youth, and

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application and contract with the State of Connecticut Department of Education for the purpose of providing a pregnancy prevention program for Bridgeport students; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Education for a YSB Enhancement Grant to support a pregnancy prevention program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

**Comm. #93-12 Referred to ECD&E Committee on
06/03/2013**

May 29, 2013

To: Fleeta Hudson
From: Alexandra McGoldrick
Re: **2013 – 2015 Youth Service Bureau Grant**

The Central Grants Office seeks authorization for Mayor Finch or his designee to enter into contract with the State Department of Education for a Youth Service Bureau Grant Program and to sign all related documents, contracts and resolutions.

The Youth Service Bureau Grant, in the amount of \$143,507 per year, is comprised of two components: Administrative Core Unit which provides salaries and fringe benefits for City staff and Direct Services which funds the four (4) prevention programs listed in the attached summary.

Thank you for your attention to this matter. Please feel free to call me at 332-5665 with any questions.

Cc: Tammy Papa, Lighthouse Program

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:
State: \$143,507
City: \$143,507 *

FUNDS REQUESTED

Salaries/Benefits: \$102,688
Program Supplies: \$537; Mileage: \$282
Contractual Programs: \$40,000
Subcontracts: Yes No
If yes, supply listing and dollar amount
(please attach)

*Matching funds:

General Fund salary/fringes @ \$61,244

CDBG – YSB Grant Match @ \$35,000

Inkind Office Space @ \$47,263

Total match = \$143,507

YSB Grant Subcontracts:

1. Bridgeport Caribe Youth Leaders @ \$10,000
2. McGivney Community Center @ \$10,000
3. Creative Youth Productions @ \$10,000
4. Family Re-Entry Program @ \$10,000

WHEREAS, the State of Connecticut 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 a grant for Youth Service Bureau; and

WHEREAS, funds under this grant will be used to fund administrative staff and direct service programs; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Education in the amount of \$143,507 for the purpose of funding administrative staff and direct service programs, and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application and contract with the State of Connecticut Department of Education for the purpose of funding administrative staff and direct service programs; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Education for a Youth Service Bureau Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. 94-12 Ref'd to ~~E.C.D.~~ & Environment Committee on 06/03/2013

May 29, 2013

To: City Clerk
From: Patrick Carleton, Grant Writer, Central Grants Office
Re: Resolution – FY 2012-2013 Medical Reserve Corps
Capacity Building Award (CBA) Competitive Award

Attached, please find a resolution and grant summary for referral to the ~~E.C.D.~~ &
~~Environment~~ Subcommittee of the City Council.

Grant: City of Bridgeport application to FY 2012-2013 Medical Reserve Corps Capacity
Building Award (CBA) Competitive Award.



GRANT SUMMARY

PROJECT TITLE: FY 2012-2013 Medical Reserve Corps Capacity Building Award

RENEWAL NEW **x**

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Patrick Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The FY 2012-2013 Medical Reserve Corps Capacity Building Award will provide the City of Bridgeport with \$4,000.00 to create a Junior Medical Reserve Corps' (JMRC) throughout the three high schools in Bridgeport. This group of students will be of high school age and will assist volunteering efforts as well as recruitment. This will also provide an intern staff member to organize and create the group. The funds will be used to provide the group with uniforms and gear to be identifiable in the community while volunteering.

Project Period: One Year.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City:

Private: \$4,000.00 (No Match Required)

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council
Regarding the FY 2012-2013 Medical Reserve Corps
Capacity Building Award

(DRAFT)

WHEREAS, the National Association of County and City Health Officials (NACCHO) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for the Medical Reserve Corps Capacity Building Award; and

WHEREAS, funds under this grant will be used to create a Junior Medical Reserve Corps consisting of students from all three Bridgeport high schools; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the National Association of County and City Health Officials in the amount of \$4,000 for the purpose of recruiting students who will be able to assist in volunteering efforts; and

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the National Association of County and City Health Officials for the purpose of providing the Medical Reserve Corps Capacity Building Award; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Association of City and County Health Officials 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
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

ANNE KELLY - LENZ
Finance Director

BILL FINCH
Mayor

COMM. #95-12 Ref'd to Budget & Appropriations Committee on 06/03/2013.

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director 

DATE: May 29, 2013

SUBJECT: **APPROVAL OF GENERAL OBLIGATION BONDS -
To Refund Certain General Obligation Bonds**

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

AKL/mr

Enclosure:

BRIDGEPORT, CT
MAY 29 2013
10 15 AM

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO. _____

**APPROVAL OF GENERAL OBLIGATION BONDS -
To Refund Certain General Obligation Bonds**

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$30,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$27,985,000 General Obligation Bonds, 2003 Series C (Tax-Exempt Refunding), the City's \$26,880,000 General Obligation Bonds, 2004 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, escrow

fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and

BE IT FURTHER RESOLVED, that the City Council authorizes and approves that the Refunding 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 Refunding 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 (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 Refunding 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 Refunding 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 Refunding Bonds will be paid, and the terms of any reserve or other fund for the benefit of the bondholders; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City’s best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding 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 Refunding Bonds; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as such 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 such Officials in order to issue, sell and deliver the Refunding Bonds; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to call irrevocably for redemption such of the callable maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements,

interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, 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 Refunding Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officials is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



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

ANNE KELLY - LENZ
Finance Director

BILL FINCH
Mayor

COMM. #96-12 Ref'd to Budget & Appropriations Committee on 06/03/2013.

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director *AKL*

DATE: May 29, 2013

SUBJECT: **APPROVAL OF REVENUE BONDS**
Jewish Home Project - Series 2013

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee on behalf of David Kooris, Director of OPED.

AKL/mr

Enclosure:

RECEIVED
MAY 30 2013
CITY OF BRIDGEPORT

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

**APPROVAL OF REVENUE BONDS
(Jewish Home Project)
Series 2013**

WHEREAS, the City of Bridgeport (the “City”) is authorized under the laws of the State of Connecticut, pursuant to the authority vested by the Connecticut City and Town Development Act, Chapter 114, Section 7-480 et. seq. of the Connecticut General Statutes (the “Act”), to assist in the amelioration of the deterioration of the City by preserving and expanding employment opportunities and the tax base by undertaking or assisting in the financing, development or construction of housing, industrial, commercial, parking, retail, office, hotel, warehouse, recreational or transportation facilities or any combination thereof and any service facilities related thereto or supportive thereof, so as to increase the attractiveness of the City to persons of all income levels; and

WHEREAS, Sections 7-483, 7-488 and 7-491 of the Act authorize the City to issue its bonds or notes or other obligations, in such principal amounts as the City shall determine necessary to provide sufficient funds for achieving the purposes of the Act, including the making of mortgage loans or other loans or advances to any organization, including nonprofit corporations or business corporations, in furtherance of the purposes of the Act; and

WHEREAS, the City has been requested by The Jewish Home For The Elderly Of Fairfield County, Incorporated, a nonprofit entity formed as a nonstock corporation under the laws of the State of Connecticut (the “Borrower”) to issue revenue bonds, pursuant to the Act, in an amount not to exceed the sum of \$72,000,000, and to lend the proceeds of such sale to the Borrower, all in connection with the Borrower’s proposed plan to acquire land and design and construct a new 350,000 square foot five story skilled nursing and assisted living facility (including furniture, fixtures and equipment) to be located at 4200 Park Avenue, Bridgeport, Connecticut and costing approximately \$90,000,000 (the “Project”); and

WHEREAS, the remaining costs of the Project are expected to be funded by equity of the Borrower; and

WHEREAS, the Borrower has submitted to the City an executed commitment letter from People’s United Bank (the “Bond Purchaser”), dated April 25, 2013, describing the proposed terms and conditions of the proposed transaction; and

WHEREAS, the City has determined that such proposal by the Bond Purchaser and the Borrower and the intended use of the bond proceeds (i) is in the public interest, in that the Project, as completed, will provide new and expanded living and healthcare options within the City, and (ii) will advance the carrying out of the purposes of the Act by increasing employment opportunities and providing for the development of the Project; and

WHEREAS, the City has also determined that similar loans (i.e., tax-exempt bonds) intended for such purposes as presented by the Borrower are not, nor would be, available to the Borrower from private lenders upon reasonably equivalent terms and conditions; and

WHEREAS, in order to finance the Project, the City intends to issue its Revenue Bonds (Jewish Home Project) Series 2013 (the "Bonds") in the maximum principal amount of \$72,000,000, and intends to secure the Bonds with an Indenture of Trust to be entered into between the City and a designated trustee (the "Indenture"); and

WHEREAS, in furtherance of its intent, the City proposes to make a loan to the Borrower from the proceeds of the Bonds, the purpose of which shall be to provide funds for the land acquisition, design and construction relating to the Project (collectively, the "Loan") pursuant to the terms and conditions of a Loan Agreement to be entered into between the City and the Borrower (the "Loan Agreement"); and

WHEREAS, the proceeds of the Bonds and the Loan shall also be expended to finance (i) the payment of certain costs of issuance of such Bonds; (ii) the funding of certain reserve funds which may be required and established pursuant to any Indenture; and (iii) the funding of capitalized interest for the Bonds during the construction of the Project; and

WHEREAS, the Loan to the Borrower shall be evidenced by a Promissory Note in the maximum amount of \$72,000,000 (the "Note"), which Note shall be secured by: (i) a Mortgage and Security Agreement from the Borrower to the City (the "Mortgage"); (ii) a Collateral Assignment of Leases and Rents from the Borrower to the City on the personal and real property of the Project (the "Collateral Assignment"); (iii) a security interest in all assets and revenues of the Borrower from any source, including the Project; and (iv) an assignment of all contract rights and general intangibles of the Borrower with respect to the Project; and

WHEREAS, the Borrower will be obligated to maintain the tax-exempt status of the Bonds pursuant to a Tax Regulatory Agreement to be entered into between the City and the Borrower (the "Tax Regulatory Agreement") and certain provisions of the Loan Agreement; and

WHEREAS, the Note, the Loan Agreement, the Mortgage and the Collateral Assignment shall hereinafter collectively be referred to as the "Loan Documents".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City hereby determines that the financing of the Project, as herein described, complies with the Act and furthers the purposes of the Act.

Section 2. Having received the recommendation of the Mayor of the City with respect to the action authorized herein and to accomplish the purposes of the Act and to provide for the financing of the Project, the City Council (the "City Council") hereby approves the amounts necessary to fund the Project in a principal amount not to exceed \$72,000,000, and the issuance of the Bonds in a principal amount not to exceed \$72,000,000, subject to the provisions of this resolution and the Indenture hereafter authorized.

Section 3. The Bonds shall be in the aggregate amount not to exceed \$72,000,000, shall be sold pursuant to a direct placement with the Bond Purchaser, shall mature not later than a period of thirty years from their issuance date, and shall bear interest at a fixed or variable rate. The final maturity, the principal amount and interest rate for the Bonds, including whether any of the Bonds issued will be issued as taxable bonds, the security for the Bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, shall be determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") of the City within the above limitations, as deemed necessary or advisable and in the best interests of the City in order to issue, sell and deliver the Bonds. The execution of any Indenture or Loan Agreement reflecting the final maturity, the principal amount and the interest rate shall constitute conclusive evidence of such determination. The form of the Bonds and all other provisions with respect thereto, including the terms of any reserve that might be established as authorized herein, shall be substantially as set forth in any Indenture or Loan Agreement.

Section 4. The Bonds shall be special obligations of the City, payable solely from the revenues or other receipts, funds or moneys of the Borrower pledged therefor, and from any amounts otherwise available under any Indenture or the Loan Agreement for the payment thereof. Neither the full faith and credit nor the taxing power of the State of Connecticut or the City shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, nor shall the Bonds be payable out of any funds or properties of the City other than those pledged for the payment thereof.

Section 5. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured by a pledge of revenues, receipts, funds or moneys derived by the City under the Loan Agreement, including any amounts to be deposited in certain funds required and established by any Indenture, by the Mortgage, the Collateral Assignment, by a security in all assets and revenues of the Borrower, and by an assignment of all contract rights and general intangibles of the Borrower. Neither the State of Connecticut nor the City shall be obligated to pay the principal of, premium, if any, or interest on the Bonds.

Section 6. The Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

Section 7. The City is hereby authorized to accept the conveyance of the real property or an interest therein constituting the Project and the grant of a security interest in the personal property with respect to the Project, in accordance with the terms of the Loan Documents. The

assignment to the Trustee or the Bond Purchaser, without recourse, of the City's interest in the Mortgage and the Collateral Assignment (the "Assignment") as provided therein and in the Loan Agreement and other Project collateral documents is hereby authorized and approved, and the Officials of the City are hereby authorized to execute and deliver all documents necessary to give effect to such assignment.

Section 8. All covenants, stipulations, obligations and agreements of the City contained in this resolution, any Indenture, the Loan Documents, and the Assignment shall be deemed to be the covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the City and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City or the officials thereof by the provisions of this resolution, any Indenture, the Loan Documents, or the Assignment shall be exercised or performed by the City or by such officials as may be required by law to exercise such powers and to perform such duties.

Section 9. No covenant, stipulation, obligation or agreement contained in this resolution, any Indenture, the Loan Documents or the Assignment shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the City of Bridgeport or of the State of Connecticut in his or her individual capacity and neither the members of the City Council nor any Official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 10. Without limiting the generality of any preceding or subsequent resolution, the Officials of the City are hereby designated the authorized representatives of the City and are hereby authorized and directed to cause the proceeds of the Bonds to be disbursed as provided in the Loan Agreement and Indenture, to execute and deliver any Indenture, the Loan Documents, the Assignment and any and all papers, instruments, opinions, agreements, undertakings, certificates (including, without limitation, the Tax Regulatory Agreement), affidavits and other documents, and to do and cause to be done any and all acts and things necessary or proper for carrying out the resolution, any Indenture, the Loan Documents, the Assignment and the issuance of the Bonds.

Section 11. The validity of the Bonds issued pursuant to this resolution may be contested only if an action, suit or proceeding contesting such validity is commenced within sixty (60) days from the date this resolution is adopted.

Section 12. This resolution shall take effect immediately.



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

BILL FINCH
Mayor

ANNE KELLY - LENZ
Finance Director

Comm. #97-12 Referred to ECD&E Committee on 06/03/2013

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director *AKL*

DATE: May 29, 2013

SUBJECT: **JEWISH HOME PILOT AGREEMENT**

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Economic and Community Development and Environment Committee on behalf of David Kooris, Director of OPED.

AKL/mr

Enclosure:

RECEIVED
MAY 29 10 16 AM '13

CITY OF BRIDGEPORT, CONNECTICUT

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:

NO.

**A Resolution by the Bridgeport City Council
Authorizing a Tax Payment Agreement for the Development of a
Skilled Nursing and Assisted Living Facility
at 4200 Park Avenue, Bridgeport, Connecticut
(The Jewish Home Project)**

WHEREAS, The Jewish Home for the Elderly Of Fairfield County, Incorporated (the "Jewish Home") will purchase real property and other improvements located at 4200 Park Avenue, in the City of Bridgeport (the "Property"); and

WHEREAS, this property is currently owned by the Jewish Center for Community Services, Inc. (the "JCC"); and

WHEREAS, the Jewish Home proposes to invest approximately \$90 million to develop the Property and construct a 350,000 square foot new state-of-the-art skilled nursing and assisted living facility (the "Project"); and

WHEREAS, it is in the City's interest to encourage the development of the Project so as to create new healthcare and housing and so as to attract new employment;

WHEREAS, the Project is expected to be financed with approximately \$32 million of equity from the Jewish Home and the issuance of approximately \$58 million of tax-exempt bonds by the City of Bridgeport (the "City") pursuant to the Connecticut City and Town Development Act, such bond proceeds to be loaned to the Jewish Home; and

WHEREAS, pursuant to Section 12-81(75) of the Connecticut General Statutes, the Project is anticipated to be exempt from real and personal property taxes of the City; and

WHEREAS, in consideration of the City's willingness to issue bonds for the benefit of the Project, the Jewish Home is willing to make certain payments to the City in lieu of the tax payments that the City could receive if the Property was not exempt from real and personal property taxes of the City; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The Mayor and the Director of the Office of Planning and Economic Development are authorized to negotiate and execute a payment agreement with the Jewish Home subject to the following primary terms and conditions:

- (a) that the Jewish Home obtains title to the Property from the JCC;
- (b) that the Jewish Home invests a minimum of \$80,000,000 in the Project;
- (c) that the annual payments to the City will be due beginning in July of 2014 (Year 1) and every fiscal year of the City thereafter as follows:

<u>Year</u>	<u>Annual Payment</u>	<u>Year</u>	<u>Annual Payment</u>
Year 1	\$25,000	Year 27	Year 26 Payment + Medicaid Rate % Increase
Year 2	\$25,000	Year 28	Year 27 Payment + Medicaid Rate % Increase
Year 3	\$50,000	Year 29	Year 28 Payment + Medicaid Rate % Increase
Year 4	Year 3 Payment + Medicaid Rate % Increase	Year 30	Year 29 Payment + Medicaid Rate % Increase
Year 5	Year 4 Payment + Medicaid Rate % Increase	Year 31	Year 30 Payment + Medicaid Rate % Increase
Year 6	Year 5 Payment + Medicaid Rate % Increase	Year 32	Year 31 Payment + Medicaid Rate % Increase
Year 7	Year 6 Payment + Medicaid Rate % Increase	Year 33	Year 32 Payment + Medicaid Rate % Increase
Year 8	Year 7 Payment + Medicaid Rate % Increase	Year 34	Year 33 Payment + Medicaid Rate % Increase
Year 9	Year 8 Payment + Medicaid Rate % Increase	Year 35	Year 34 Payment + Medicaid Rate % Increase
Year 10	Year 9 Payment + Medicaid Rate % Increase	Year 36	Year 35 Payment + Medicaid Rate % Increase
Year 11	Year 10 Payment + Medicaid Rate % Increase	Year 37	Year 36 Payment + Medicaid Rate % Increase
Year 12	Year 11 Payment + Medicaid Rate % Increase	Year 38	Year 37 Payment + Medicaid Rate % Increase
Year 13	Year 12 Payment + Medicaid Rate % Increase	Year 39	Year 38 Payment + Medicaid Rate % Increase
Year 14	Year 13 Payment + Medicaid Rate % Increase	Year 40	Year 39 Payment + Medicaid Rate % Increase
Year 15	Year 14 Payment + Medicaid Rate % Increase	Year 41	Year 40 Payment + Medicaid Rate % Increase
Year 16	Year 15 Payment + Medicaid Rate % Increase	Year 42	Year 41 Payment + Medicaid Rate % Increase
Year 17	Year 16 Payment + Medicaid Rate % Increase	Year 43	Year 42 Payment + Medicaid Rate % Increase
Year 18	Year 17 Payment + Medicaid Rate % Increase	Year 44	Year 43 Payment + Medicaid Rate % Increase
Year 19	Year 18 Payment + Medicaid Rate % Increase	Year 45	Year 44 Payment + Medicaid Rate % Increase
Year 20	Year 19 Payment + Medicaid Rate % Increase	Year 46	Year 45 Payment + Medicaid Rate % Increase
Year 21	Year 20 Payment + Medicaid Rate % Increase	Year 47	Year 46 Payment + Medicaid Rate % Increase
Year 22	Year 21 Payment + Medicaid Rate % Increase	Year 48	Year 47 Payment + Medicaid Rate % Increase
Year 23	Year 22 Payment + Medicaid Rate % Increase	Year 49	Year 48 Payment + Medicaid Rate % Increase
Year 24	Year 23 Payment + Medicaid Rate % Increase	Year 50	Year 49 Payment + Medicaid Rate % Increase
Year 25	Year 24 Payment + Medicaid Rate % Increase	Year 51	Year 50 Payment + Medicaid Rate % Increase
Year 26	Year 25 Payment + Medicaid Rate % Increase	Year 52	Year 51 Payment + Medicaid Rate % Increase

(d) that for purposes of the annual payments to be made to the City as described in (c) above, the term **“Medicaid Rate % Increase”** shall mean the percentage of increase of the State of Connecticut Medicaid Rate paid to the Jewish Home; provided that any such annual increase on the annual payments shall be capped at 4% per year;

(e) that the schedule of annual payments to the City shall apply so long as the real and personal property tax exemption under Section 12-81(75) of the Connecticut General Statutes remains in effect or so long as the use of the Project by

the Jewish Home remains consistent with the use delineated in Sections 12-81(75) of the Connecticut General Statutes; and

(f) that the Jewish Home will remain liable for any payments due to the Water Pollution Control Authority and any other regular fees, charges, or payments imposed by the City and its agencies or authorities.

Section 2. The Mayor, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.

Section 3. This resolution shall take effect immediately.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DAVID M. KOORIS
Director

Comm. #98-12 Referred to Contracts Committee on 06/03/2013

May 29, 2013

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Lease and Option to Purchase Agreement – 53 Seaview Avenue and 85 Seaview Avenue.

Dear City Clerk:

Please find attached a resolution to approve a "Lease and Option to Purchase Agreement" by which the City would lease and potentially purchase the real property at 53 Seaview Avenue and at 85 Seaview Avenue for use as public parking in support of providing more public waterfront access in the East End, in particular in anticipation of water taxi service to Pleasure Beach. Please find attached as well a copy of the "Lease and Option to Purchase Agreement."

I would ask that this item be included on the City Council's Agenda for its June 3rd meeting for referral to the Contracts Committee.

Thank you.

Sincerely,


Bill Coleman
Director of Neighborhood Development

C: Mayor Finch
Andrew Nunn, CAO
David Kooris, Director OPED
Charlie Carroll, Director, Public Facilities
Ted Grabarz, Deputy Director, Public Facilities
Tom Sherwood, Director, OPM
Ron Pacacha, Associate City Attorney

**A Resolution Approving a Lease and Option to Purchase Agreement
for 53 Seaview Avenue and 85 Seaview Avenue**

WHEREAS, the City of Bridgeport wishes to increase public access to the waterfront in the East End of the City and to Pleasure Beach;

WHEREAS, in order to increase public access to the waterfront, the City wishes also to provide a reasonable amount of proximate public parking;

WHEREAS, the two adjacent rectangular parcels located at 53 Seaview Avenue and at 85 Seaview Avenue, (the "Property") together comprise approximately 114,000 square feet (2.6 acres) of level, vacant, land, ideally situated to provide approximately 80-100 public parking spaces for the various waterfront access points in the City's East End, including the Pleasure Beach Fishing Pier, as well as the anticipated water-taxi service to Pleasure Beach;

WHEREAS, JRRC Associates, having an office at 514 Grand Street in Bridgeport, is the owner of 53 Seaview Avenue and 85 Seaview Avenue;

WHEREAS, JRRC wishes to enter into a Lease with Option to Purchase Agreement (the "Agreement") with the City;

WHEREAS, as a condition of its entering into the Agreement, JRRC proposes to construct the site improvements needed to create the parking lot and to be paid (at competitive rates) by the City for that work;

WHEREAS, the Office of the City Attorney has prepared and attached to this resolution the Agreement which allows for the City to have a five year lease and an exclusive option to purchase the Property at appraised value; and

WHEREAS, the City's Department of Public Facilities has consulted with the Office of Policy and Management and has determined that sufficient financial resources exist to enter into the proposed Agreement; and

WHEREAS, the Agreement has been reviewed and approved by the City Hall Committee and has received a favorable 8-24 review from the Planning and Zoning Commission;

NOW THEREFORE BE IT RESOLVED that the attached Agreement, or an amended document substantially consistent with it, is hereby approved; and be it further resolved that the Mayor or the Director of the Office of Planning and Economic Development, or the Director of the Department of Public Facilities or their delegate is authorized to execute all documents and to do any all other things necessary to effectuate this transaction.

LEASE AGREEMENT

THIS AGREEMENT, hereinafter referred to as Lease, dated this _____ day of May 2013 between **J R R C Associates**, having an office at 514 Grand Street, Bridgeport, CT ("**Lessor**" or "**JRRC**"), and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**Lessee**" or "**City**").

WHEREAS, JRRC is the owner of premises known as 53 Seaview Avenue, Bridgeport, CT (tax parcel 0663-03) and the owner of premises known as 85 Seaview Avenue, Bridgeport, CT (tax parcel 0663-02) comprising approximately 2.96 acres, more or less (the "**Premises**");

WHEREAS, JRRC is interested in leasing the Premises the City on the terms and conditions set forth herein with an option to extend the term at market rates and an option to purchase the Premises by neutral appraisal process described herein;

WHEREAS, the City wants to use the Premises as a surface parking lot for public parking (excluding overnight parking) of cars and light trucks, including cars and trucks with boat trailers, owned by members of the public who want to visit the East End waterfront, including Pleasure Beach, the Pleasure Beach Pier, The City Boat Ramp, and the various public waterfront access points within the East End, including but along Seaview Avenue and along Johnson's Creek; and

WHEREAS, the Lessor agrees to make improvements to the Premises as a surface parking lot at the City's sole cost and expense and the City will maintain the Premises in good condition during the term of this agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties mutually agree as follows:

1. **Use of Premises.**

(a) The Premises may be used as a surface parking lot for parking of passenger vehicles and light trucks by members of the public who are visiting Pleasure Beach by City water taxi on days when the City is taking members of the public to Pleasure Beach ("**Permitted Use**"). Every other use is prohibited, including, but not limited to, overnight parking, vehicle repairs, vehicle storage, commercial vehicle parking, boat storage, trailer storage, etc. Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal statute or ordinance.

2. **Term.** The Premises may be used for the Permitted Use for a period commencing on July 1, 2013 or on such earlier date that the City provides written notice of its intent to begin using the Premises or within five (5) days after the Lessor completes the improvements to the Premises, whichever occurs first ("**Commencement Date**") and shall extend for a period of five (5) years thereafter (the "**Initial Term**", each 12-month period during the Initial Term being considered a "**Lease Year**") unless sooner terminated as provided herein. If the Commencement Date occurs prior to July 1, 2013, the City will pay a per diem rate of \$95.90 for each day prior to July 1, 2013.

3. **Rent.** The rent for the first year of the Initial Term shall be the sum of Thirty-Five Thousand Dollars (\$35,000.00) ("**Initial Rent**"), payable monthly in the amount of \$2,916.67 in advance. The Rent for each subsequent Lease Year during the Initial Term shall be determined in the following manner:

Year 2: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Five thousand (\$5,000.00) Dollars ("**Year 2 Rent**");

Year 3: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Ten thousand (\$10,000.00) Dollars ("**Year 3 Rent**");

Year 4: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Fifteen thousand (\$15,000.00) Dollars ("**Year 4 Rent**");

Year 5: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Twenty thousand (\$20,000.00) Dollars ("**Year 5 Rent**");

Initial Rent, Year 2 Rent, Year 3 Rent, Year 4 Rent and Year 5 Rent shall sometimes also be collectively referred to herein as "**Rent**". The Rent shall be payable monthly in advance at the Lessor's office no later than the twenty-fifth (25th) business day of each calendar month for the next monthly payment of Rent coming due. The Lessor's insurance costs shall be invoiced to the City and shall be payable within sixty (60) days after receipt of such invoice.

4. **Right to Purchase.** The Lessee shall have the right to purchase the Premises during the Initial Term in the following manner:

(a) The Lessee shall have the option to purchase ("**Option**") the Premises for appraised value by giving the Lessor thirty (30) days notice, and the purchase price for the Premises shall be determined in the following manner ("**Appraisal Process**"):

(i) Upon the Lessee's exercise of the Option, each party shall commission within thirty (30) days an appraisal from an MAI appraiser licensed to offer appraisal services in the State of Connecticut at its sole cost and expense. The purchase price for the Premises ("**Purchase Price**") shall be the higher of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the appraisers shall submit the matter of valuation with copies of the initial appraisals to an independent, neutral appraiser selected by the parties' respective appraisers within thirty (30) days after the initial appraisals are exchanged. The neutral appraiser shall determine in writing the Purchase Price based on the fair market value of the Premises within thirty (30) days after the matter is submitted to the neutral appraiser, and such Purchase Price shall be final and binding. If the Lessee agrees or does not agree to purchase the Premises for the Purchase Price, it shall give written notice to the Lessor within thirty (30) days after the conclusion of the Appraisal Process (the "**Purchase Determination**"). If the Lessee declines to purchase the Premises, it shall specify in the Purchase Determination whether it elects to either (A) continue to occupy the Premises in accordance with this Agreement or (B) terminate the Agreement as of a date certain, in which case this Agreement shall terminate and come to an end and the parties shall have no further obligations to one another except for those obligations specifically stated herein to survive early termination. The parties shall bear their respective costs for commissioning an appraisal and shall each pay fifty percent (50%) of the cost of the neutral appraiser within thirty (30) days of demand; provided, however, that if the City elects the option to purchase but does not agree to pay the Purchase Price, the City will reimburse the Lessor for the cost of the Lessor's appraisal and shall pay the entire cost of the neutral appraiser.

(ii) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the conclusion of the Appraisal Process, subject to the Lessee's review and acceptance of title to the Premises, as set forth below. Lessee shall have the right to conduct inspections and testing of the Premises during the first sixty (60) days of such 90-day period. The Lessee may reject the condition of the Premises and elect not to proceed to close title by giving notice to the Lessor within such 90-day period.

(iii) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters

of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(iv) Within fifteen (15) days after giving the Purchase Determination, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively, "**Claimed Title Defects**") disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association ("**Standards of Title**"). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(v) The Lessor shall be responsible for delivering fee simple title to the Lessee insurable at ordinary title insurance rates and the Lessee shall bear the responsibility for all closing costs, including but not limited to costs for recording, conveyance taxes, if any, title reports, and premiums for title insurance.

(vi) The Lessee's Option shall survive any change of ownership in the Premises or foreclosure thereof.

5. **No Representations.** Lessee acknowledges that Lessor has not made any representations or warranties as to the suitability of the Premises for the Permitted Use.

6. **Maintenance and Repairs; Improvements.**

(a) Lessee during the Term of this Lease the Lessee shall keep the Premises in good order and repair at its own expense including existing necessary repairs and future repairs to fencing, gates, paving, sidewalks and other improvements now located or to be constructed on the Premises. If the Lessee refuses or neglects to make

needed repairs within thirty (30) days after written notice from the Lessor, the Lessor is authorized to make reasonable repairs, add the reasonable cost of those repairs to the Rent due under this Lease, or terminate this Agreement, in the Lessor's sole and absolute discretion. The Lessee's obligations for the cost of repairs shall survive the early termination of this Agreement.

(b) The parties understand and agree that the Lessor will make improvements to the Premises to make them suitable for the City as a surface parking lot at the Lessee's sole cost and expense. The Lessee shall provide its plans and specifications for improvements to the Premises ("**Improvements**") and Lessor agrees to provide a proposal to the City on a lump sum basis ("**Proposal**"). If the City agrees to the Proposal, the specifications for the Improvements and the Proposal shall become part of this Agreement and the cost of the Improvements shall be paid within sixty (60) days after completion thereof. If the City rejects the proposal, the City has the right to make the Improvements with another contractor. At the expiration of this Agreement or upon its earlier termination, the Improvements shall become the property of the Lessor.

7. Indemnification and Insurance.

(a) Indemnification. The Lessee agrees to defend, indemnify and hold harmless the Lessor, its employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Lessee, its employees and agents and members of the general public using the Premises, including direct damage to the Lessor's property, costs of every kind and description, and reasonable attorneys' fees arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of

cause, except that the Lessee shall not be responsible or obligated for claims arising out of the sole proximate cause of the Lessor, its employees or agents.

(b) Insurance: The Lessee is self-insured, meaning that the full faith and credit of the City of Bridgeport is available for claims, liabilities and obligations against the Lessee arising out of this agreement. Evidence of the Lessee's self-insurance is set forth in a letter from the Office of the City Attorney attached hereto.

8. Environmental Indemnification. [The Capitalized terms used herein are defined at the end of this provision.] The Lessee hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless Lessor from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

- (i) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

- (ii) the imposition of a lien against the Premises, including liability resulting from the Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;
- (iii) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;
- (iv) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;
- (v) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Lessee in connection with this Agreement. This paragraph shall survive the expiration of the Agreement or the earlier termination thereof and shall be a continuing obligation of the Lessee and shall be binding upon the Lessee, its successors and assigns, and shall inure to the benefit of the Lessor, its successors and assigns.

Definitions

(i) "Lessee" means the operator or manager of the Premises or any part thereof and its successors and assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations.

(ii) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

(iv) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b)

the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, ureaformaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

(vi) "Improvements" means the physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

9. **Miscellaneous**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

This agreement constitutes the entire agreement between the parties concerning the Premises. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or the duly-authorized representative of each party.

To the extent permissible under each party's respective insurance policies, each party hereby waives all rights of recovery against the other or the other's agents, employees or other representatives, for any loss, damages, or injury of any nature whatsoever to the Premises, property therein or persons for which the other is insured.

All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within two (2) business days after deposit in the United States Mail, postage prepaid, certified with return receipt requested as follows:

If to Lessor:

J R R C Associates
514 Grand Street
Bridgeport, CT

If to Lessee:

Director
Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With a copy to:

City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

This Agreement is subject to the approval of the Bridgeport City Council.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.**

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

LESSOR

J R R C Associates

By: _____

Name:

Title:

Duly-authorized

LESSEE

CITY OF BRIDGEPORT

By: _____

Name:

Title:

Duly-authorized

Schedule A

Description of the Premises

City Attorney Self-Insurance Confirmation Letter

[Date]

[Addressee]

Re: [Description of Contract, Project or Activity Requiring the Letter]

Dear _____:

The Office of the City Attorney, as legal counsel to the City of Bridgeport, a municipal corporation organized and existing under the Laws of the State of Connecticut, has been requested to explain the City's capacity to satisfy various claims for personal injury and property damage in lieu of providing a policy or policies of insurance.

Please be advised that the City of Bridgeport is self-insured.

According to Chapter 7 of the City Charter, the City Attorney is obligated to present a consolidated annual general fund budget, including a reserve for such injury and damage claims, to the Director of Policy and Management, and to represent the City in the defense of all civil actions. The Legal Department's claims and litigation accounts, upon budget adoption by the City Council as part of the annual operating budget, are available and utilized for the payment of monetary obligations resulting from claims and lawsuits against the City, following judgment or upon authorization and approval of settlements by the City Council, as required.

The City generally funds claims for damages on account of personal injury and property damage for which it is liable from the Sundry/Personal Claims and Lawsuits Account contained in the annual operating budget of the City's Legal Department. These reserve accounts (together with the City's authority to raise revenue through use of its municipal taxing and bonding authorities pursuant to State Law) are sufficient to satisfy the minimum requirements set forth in the Assistance Agreement for the payment of claims.

If you have any further questions, please feel free to contact me via phone, facsimile, or e-mail at: Mark.Anastasi@bridgeportct.gov. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

89-12

COMMUNICATION

FROM: Bill Finch, Mayor

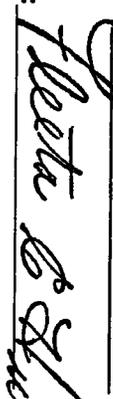
Re: Setting of Mill Rate for Fiscal Year 2013-2014.

REFERRED AS: IMMEDIATE CONSIDERATION

Referrals:

CITY COUNCIL: June 3, 2013

ADOPTED:

ATTEST:  Helga S. Stucklin

APPROVED: _____

Mayor



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

BILL FINCH
Mayor

COMM. #89-12 Ref'd As IMMEDIATE CONSIDERATION on 06/03/2013.

May 27, 2013

The Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Fleeta:

I am respectfully requesting that the following be made part of the agenda for IMMEDIATE CONSIDERATION in the next council meeting scheduled for Monday, June 3, 2013.

Establishing 41.855 Mill Rate for FY-2013-2014

Should you have any questions, please do not hesitate to contact my.

Sincerely,


Bill Finch
Mayor

RECEIVED
CITY CLERK
MAY 27 2013

***34-12 (Ref. #11-99) Consent Calendar**

Community Capital Fund, Inc. (Successor to Bridgeport Neighborhood Fund, Inc.) Request to Release Reverter on 107-109 Columbia Street, 117 Columbia Street, 123-125 Columbia Street, 29 Ridge Avenue and 35 Ridge Avenue (the "Properties").

**Report
of
Committee
on
ECB & Environment**

Submitted: June 3, 2013

Adopted: _____

Attest: _____

Fleeta S. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***34-12 (Ref. #11-99) Consent Calendar**

Resolution

WHEREAS, pursuant to the resolutions adopted by the City Council of Bridgeport on December 20, 1999 (copy attached as Exhibit A), the City of Bridgeport transferred the properties known as 107-109 Columbia Street, 117 and 123-125 Columbia Street, 29 Ridge Avenue, and 35 Ridge Avenue (the "Properties") to the Community Capital Fund, Inc. ("CCF")(formerly known as Bridgeport Neighborhood Fund, Inc.) by a quit claim deed (the "Deed") dated December 29, 1999 and recorded in Volume 4303 at Page 168 of the Bridgeport Land Records (a copy of the Deed is attached as Exhibit B); and

WHEREAS, a condition of the transfer as stated in the December 20, 1999 resolution and the Deed required CCF to rehabilitate the Properties into ten (10) cooperative housing units for low-income families and to transfer the Properties to a cooperative association within twelve (12) months of the transfer or title to such Properties would revert to the City of Bridgeport ("Reverter"); and

WHEREAS, CCF did rehabilitate the Properties within the time period required and has been renting units to low- and moderate-income tenants for the past thirteen (13) years; and

WHEREAS, CCF failed to transfer the Properties to a cooperative association because of the high cost and complexity of doing so, which CCF felt was not economically viable or practical to do so for such a small development; and

WHEREAS, the funding source(s) used in the development and rehabilitation of the Properties required that the Properties be transferred to a cooperative association; and

WHEREAS, CCF wishes to transfer the Properties to the Villas, LLC, a Connecticut limited liability company owned and managed by Bridgeport Neighborhood Trust, Inc., a non-profit corporation that develops and provides rental housing to low- and moderate-income people in the City of Bridgeport, so that Villas, LLC can continue to manage and rent the units to low- and moderate-income people; and



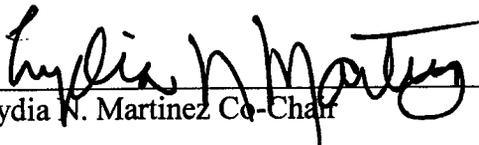
Report of Committee on ECD and Environment
*34-12 (Ref. #11-99) Consent Calendar

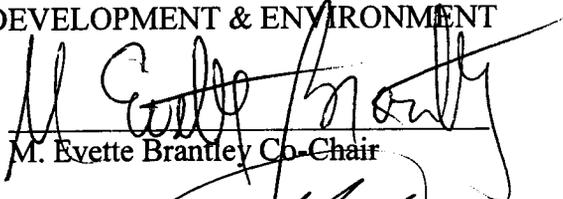
-2-

WHEREAS, because a condition of the City Council resolution has not been met, CCF has requested that the City release the Reverter so that it may transfer clear title to Villas, LLC.

NOW THEREFORE, the City Council authorizes the release of the Reverter as being in the best interest of the City and its citizens and authorizes the Mayor or the Director of the Office of Planning and Economic Development to execute all documents and take all necessary actions consistent with this resolution in the best interests of the City.

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


Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair

Warren Blunt


Steven J. Stafstrom, Jr.


Michelle A. Lyons


Jack O. Banta

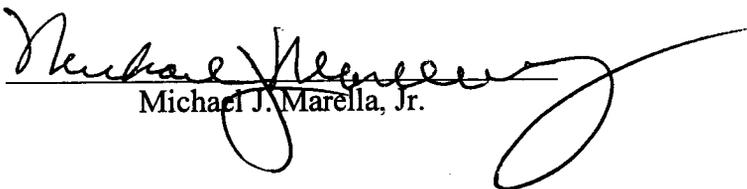

Michael J. Marella, Jr.

Exhibit A

CITY OF BRIDGEPORT
OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT
CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE 576-7081

FLEETA C HUDSON
City Clerk

CANDACE A PELTON
Assistant City Clerk



January 24, 2000

Michael W Freimuth, Director
Office of Planning and Economic Development
City of Bridgeport, Connecticut

Dear Mr Freimuth:

The City Council of Bridgeport on December 20, 1999, adopted the following resolution:

WHEREAS, the City underwrote the development of ten cooperative housing units known as Villas Victoria and Del Mar with federal CDBG funds and land donations on February 26, 1988; and

WHEREAS, the State of Connecticut granted \$300,000 in State monies to construct the units; and

WHEREAS, the Bridgeport Neighborhood Fund (BNF) provided a mortgage to build the units, such mortgage in part being City CDBG funds on December 30, 1988; and

WHEREAS, the property has deteriorated and had failed to pay property taxes, and

WHEREAS, such delinquent taxes exceeded the value of the property; and

WHEREAS, the City wishes to see the property rehabilitated, providing ten cooperative housing units for low income families and returned to the tax rolls; and

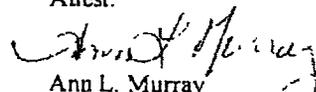
WHEREAS, BNF has secured funds to renovate the structure and will seek to re-establish the cooperative and will train existing tenants in cooperative management; and

WHEREAS, BNF undertook the tax foreclosure on behalf of the City and incurred legal expenses necessary to foreclosure on behalf of the City as per City Council 271-97; and

NOW, THEREFORE, BE IT RESOLVED that the Director of OPED is authorized to sell to BNF the property for \$1 providing the property is renovated by BNF, a new management structure is installed at the cooperative and the property becomes taxable;

BE IT FURTHER RESOLVED, that the obligations must be met within 12 months or the property will revert back to the City.

Attest:


Ann L. Murray
Assistant City Clerk

ALM:rc

Cc: R. Tetreault
A. Robinson

Exhibit B

005900

BK4303P6168

KNOW YE, that THE CITY OF BRIDGEPORT of the City of Bridgeport, County of Fairfield and State of Connecticut, herein designated as the Releasor, in consideration of the sum of One Dollar (\$1.00) Dollar and other valuable considerations received to Releasor's full satisfaction from BRIDGEPORT NEIGHBORHOOD FUND of the City of Bridgeport, County of Fairfield and State of Connecticut, herein designated as the Releasee, does by these presents remise, release and forever Quit Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE and TO HOLD the premises hereby remised, released and quit-claimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

If the Releasee fails to rehabilitate and convey the premises to a cooperative or condominium association within twelve (12) months from the date of recording this deed, the premises shall revert back to the City of Bridgeport.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 27 day of ~~September~~ ^{December}, 1999.

Signed, sealed and delivered
in the presence of or attested by:

CITY OF BRIDGEPORT

Russell D. Liston
Russell D. Liston

By:

Michael Freimuth

John H. Gorton
John H. Gorton

CONVEYANCE TAX RECEIVED

0 CITY 0 STATE

STATE OF CONNECTICUT)

BRIDGEPORT TOWN CLERK'S OFFICE
September 27, 1999

COUNTY OF FAIRFIELD)

Personally appeared, Michael Freimuth of The City of Bridgeport, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed, before me.

John H. Gorton
John H. Gorton
Notary Public
Commissioner of Superior Court

BK4303PG169

SCHEDULE A

107-109 Columbia Street, Bridgeport, CT

A certain piece or parcel of land with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, and bounded and described as follows:

- NORTH: On land now or formerly of Sarah J. Kenney, 100 feet; more or less;
- EAST: On Columbia Street, 50 feet, more or less;
- SOUTH: On land now or formerly of James H. Raynor, 100 feet; and
- WEST: On land now or formerly of Julius Abt, 50 feet, more or less.

Said premises are known as #107-109 Columbia Street.

117 and 123-125 Columbia Street, Bridgeport, CT

All that certain piece or parcel of land together with all the buildings and improvements thereon standing, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, and more particularly bounded and described as follows:

- NORTHERLY: By land now or formerly of Elizabeth Thomas, et al 100 feet;
- EASTERLY: By Columbia Street, 50 feet, more or less;
- SOUTHERLY: By land now or formerly of Elizabeth Kecskemeti, 100 feet, more or less;
- WESTERLY: By land now or formerly of Justina Barocsi, 50 feet, more or less;

Said premises are known as #117 and #123-125 Columbia Street.

Said premises are conveyed together with a permanent easement for parking along the southerly forty (40) feet of land of Nuestra Casa Del Pueblo, Inc., its successor or assigns, known as 29-35 Ridge Avenue.

BK 4303PG 170

29 Ridge Avenue, Bridgeport, CT

All that certain piece or parcel of land with the buildings and improvements thereon standing, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, bounded and described as follows:

- NORTHERLY: On Ridge Avenue, 41.5 feet, more or less;
- EASTERLY: By land now or formerly of Patrick Brady and Andrew G. Kenney, et ux. 186 feet, more or less;
- SOUTHERLY: On land now or formerly of Julius Swan and I. Haviland, 40 feet, more or less; and
- WESTERLY: On land now or formerly of Rose Wolf, 177.25 feet, more or less.

Said premises is known as #29 Ridge Avenue.

35 Ridge Avenue, Bridgeport, CT

All that certain piece or parcel of land with the buildings thereon standing, situated in the City of Bridgeport, County of Fairfield; and State of Connecticut, and bounded and described as follows:

- NORTHERLY: On Ridge Avenue, 41.5 feet, more or less;
- EASTERLY: On land now or formerly of Rose Wolf, 177.25 feet, more or less;
- SOUTHERLY: On land now or formerly of Julius Swan and I. Haviland, 40 feet, more or less; and
- WESTERLY: On land now or formerly of Johanna Blake, 168.5 feet, more or less.

Said premises is known as #35 Ridge Avenue.

BRIDGEPORT, CONN.
LAND RECORDS
REC'D FOR RECORD FILING
ON 7-9-00 AT 9:50 A.M.
BY: *[Signature]*
HECTOR DIAZ, TOWN CLERK

***45-12 Consent Calendar (PHO)**

Public Hearing Ordered for June 17, 2013: re Disposition of Property located at 1136, 1144, 1148-50, 1154-56, and 1160-62 Main Street ("The Preservation Block") and authorizing a Partial Tax Abatement in support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial complex.

**Report
of
Committee
on
CEA & Environment**

Submitted: June 3, 2013

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

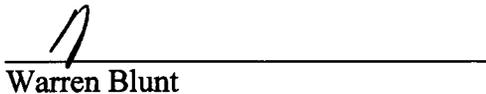
***45-12 Consent Calendar (PHO)**

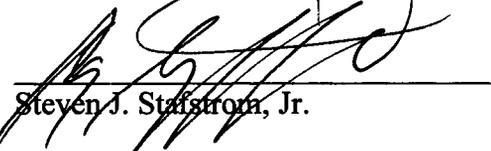
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, June 17, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of Property located at 1136, 1144, 1148-50, 1154-56, and 1160-62 Main Street ("The Preservation Block") and authorizing a Partial Tax Abatement in support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial complex.

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


Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair


Warren Blunt


Steven J. Stafstrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

***55-12 Consent Calendar**

Grant Submission: re United States Conference of Mayors (USCM) and the Scotts Miracle-Gro for GRO1000 Gardens and Green Spaces Grant.

**Report
of
Committee
on
ECB & Environment**

Submitted: June 3, 2013

Adopted: *Fleeta C Hudson*

Attest: _____
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***55-12 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the United States Conference of Mayors
and the Scotts Miracle-Gro Company's
GRO1000 Gardens and Green Spaces Grant Program**

WHEREAS, the United States Conference of Mayors & the Scotts Miracle-Gro Company is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for the GRO1000 Gardens and Green Spaces Program; and

WHEREAS, funds under this grant will be used to pay for the upgrades and enhancements to the community garden and athletic field at Curial Elementary School; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the United States Conference of Mayors in the amount of \$25,000 for the purpose to promote improved access to parks, community gardens and urban farms; to develop and enhance green spaces for natural, recreation, gardening and outdoor education opportunities, and to develop volunteer initiatives to promote cleanup in parks and other public areas; Now, therefore be it hereby

RESOLVED BY THE CITY COUNCIL:

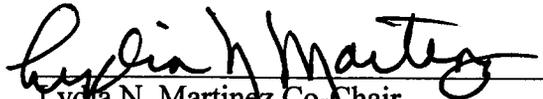
1. That it is cognizant of the City's grant application to and contract with United States Conference of Mayors for the purpose of providing the GRO1000 Gardens and Green Spaces Grant Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the United States Conference of Mayors and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

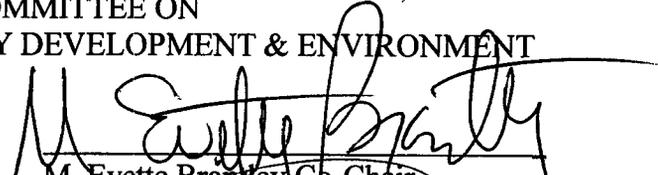


Report of Committee on ECD and Environment
*55-12 Consent Calendar

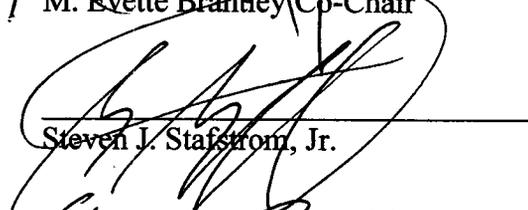
-2-

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


Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair

Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta



Michael J. Marella, Jr.

***70-12 Consent Calendar**

Grant Submission: re 2013 Neighborhood Assistance Act.

**Report
of
Committee
on
CEA & Environment**

Submitted: June 3, 2013

Adopted: _____

Attest: _____

Fleeta C. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

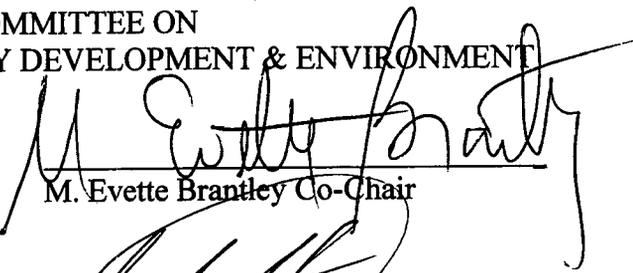
The Committee on **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***70-12 Consent Calendar**

RESOLVED, That the Mayor, Bill Finch, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the State Department of Revenue Services for the 2013 Neighborhood Assistance Act Program and to affix the corporate seal.

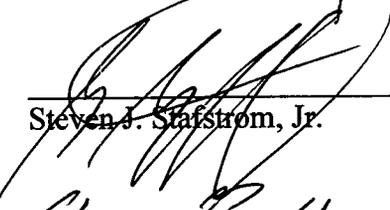
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

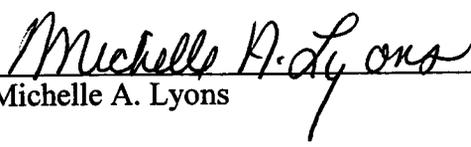


M. Evette Brantley Co-Chair

Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta



Michael J. Marella, Jr.

CITY OF BRIDGEPORT

2013 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

<u>ORGANIZATION</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Big Brothers Big Sisters of Southwestern Connecticut, Inc.	Mentoring in Bridgeport Community	\$ 50,000.00
Bridgeport Area Youth Ministry, Inc.	Computer Genesis	\$150,000.00
Bridgeport Neighborhood Trust, Inc.	South End Community Building Initiative	\$150,000.00
Bridgeport Public Schools	Bridgeport School Improvement Plan	\$150,000.00
Connecticut's Beardsley Zoo/ Connecticut Zoological Society	Rainforest Building-Roof Replacement & Living Roof Project	\$150,000.00
Habitat for Humanity of Coastal Fairfield County	Bridgeport Neighborhood Build 2	\$150,000.00
Junior Achievement of Western CT.	Financial Literacy Programs for Bridgeport school students	\$150,000.00
Marrakech, Inc.	1053-1054 East Main Street Boiler Replacement	\$ 48,000.00
Mercy Learning Center of Bridgeport	Literacy and Life Skills Program	\$150,000.00
Southwestern Area Health Education	Providing Smiles for Bridgeport	\$ 23,280.00
The Bridgeport Public Education Fund, Inc.	Bridgeport Public Education Fund Enrichment Programs	\$150,000.00
The International Institute of Connecticut	Refugee Resettlement & Employment Program (RREP)	\$ 54,142.00
Witness Project of Connecticut, Inc.	Educate & Empower	\$ 25,000.00
Wakeman Memorial Association	Great Futures for Bridgeport Children at Smilow-Burroughs Clubhouse	\$ 15,000.00
Visiting Nurse Services of CT, Inc.	VNS Point of Care Technology Initiative	\$100,000.00
Central Connecticut Coast YMCA dba Bridgeport YMCA	Income-Based Membership Program	\$ 50,000.00

***71-12 (Ref. #151-11) Consent Calendar(PHO)**

Public Hearing Ordered for June 17, 2013: re Disposition of Property located at 1163 and 1149 Main Street in the Downtown North Redevelopment Area.

**Report
of
Committee
on
CD & Environment**

Submitted: June 3, 2013

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

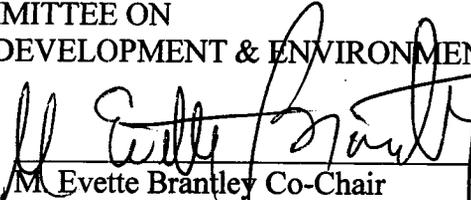
The Committee on **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***71-12 (Ref. #151-11) Consent Calendar (PHO)**

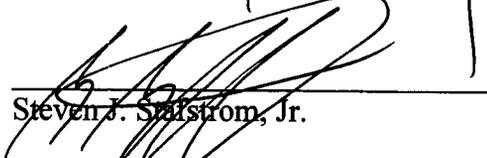
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, June 17, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of Property located at 1163 and 1149 Main Street and the Downtown North Redevelopment Area.

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

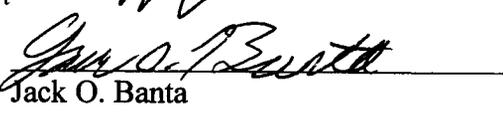

Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair

Warren Blunt


Steven J. Spitzrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

***72-12 Consent Calendar (PHO)**

Public Hearing Ordered for June 17, 2013: re Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a mixed-use Residential, Retail and Commercial Complex.

**Report
of
Committee
on
CEA & Environment**

Submitted: June 3, 2013

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

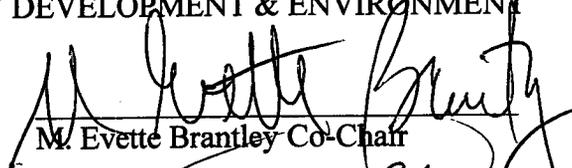
The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

***72-12 Consent Calendar (PHO)**

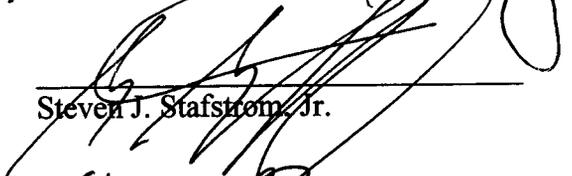
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, June 17, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a mixed-use Residential, Retail and Commercial Complex.

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


Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair

Warren Blunt

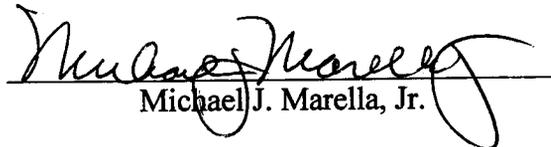


Steven J. Stafstrom, Jr.


Michelle A. Lyons



Jack O. Banta



Michael J. Marella, Jr.

***74-12 Consent Calendar**

Resolution concerning Lease Agreement with State of Connecticut Department of Transportation re I-95 Intersection of South and Myrtle Avenues for Roosevelt School Construction, Agreement No. 1019-04(12) File No.015-046006A

**Report
of
Committee
on
ECB & Environment**

Submitted: June 3, 2013

Adopted: _____
Attest: *Fleeta C. Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***74-12 Consent Calendar**

**A Resolution
For
The Lease of Connecticut Department of Transportation Property
For
Roosevelt School Construction**

WHEREAS, the State of Connecticut Department of Transportation is agreeable to lease certain I-95 Rights of Way properties at the Intersection of South and Myrtle Avenues in the City of Bridgeport; and

WHEREAS, the City of Bridgeport is in the process of constructing new schools throughout the City with an increased awareness of the need for outdoor athletic fields, play space and community gardens; and

WHEREAS, the City of Bridgeport, acting through and with its Board of Education and School Building Committee has approved the plans for a new 85,000 sf Pre K – 8th Grade Roosevelt School for 600 students, has determined that additional space is required to provide outdoor athletic/soccer fields, age specific play space and parking for staff and visitors; and

WHEREAS, the State has agreed to allow the City to lease those certain ROW properties adjacent to the school site as indicated in Agreement No. 10.19-04(12) File N0.015-046-006A which Agreement is attached hereto to the City for its Review, Approval and Execution; Now, therefore be it

RESOLVED, that Mayor Bill Finch is authorized to enter into Agreement No. 10.19-04(12) with the State of Connecticut Department of Transportation, and that the Mayor is authorized to take such actions, make such applications, sign and or enter into such agreements to lease said properties as deemed necessary and appropriate



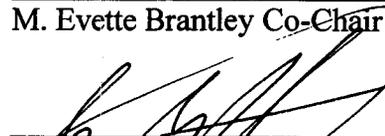
Report of Committee on ECD and Environment
*74-12 Consent Calendar

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


Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair

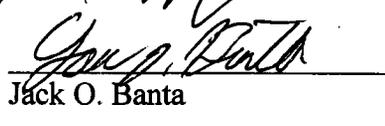
Warren Blunt



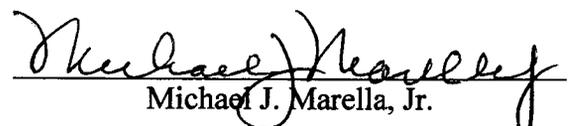
Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta



Michael J. Marella, Jr.

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
CITY OF BRIDGEPORT
INTERSTATE ROUTE 95 - INTERSECTION OF SOUTH AND MYRTLE AVENUES
TOWN OF BRIDGEPORT
FILE NO. 015-046-006A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this _____ day of _____, 201____, by and between the State of Connecticut, Department of Transportation ("State"), James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, and the City of Bridgeport ("Second Party"), a municipality, with a mailing address of 45 Lyon Terrace, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described ("Premises"), for ingress and egress and motor vehicle parking, and

WHEREAS, the State and the Second Party acknowledge and agree that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, the Premises situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, on the westerly side of Interstate Route 95 at the intersection of South and Myrtle Avenues, with appurtenances thereon, if any, containing approximately 21,382 square feet, as shown on a sketch attached hereto, herein referred to as: "EXHIBIT A".

1. The sole purpose of this Agreement is to allow the Second Party to, and the Second Party agrees that it will, use the Premises only for ingress and egress and motor vehicle parking. Due to the Premises proximity to the State highway, the Second Party agrees that the Second Party's obligations to hold harmless and indemnify the State and others as provided in Item 6 of the "Specifications" (referred to and defined in Article 7 hereof) for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a five (5) year period of time commencing June 1, 2013, to and including May 31, 2018.

3. There is a one-time Administrative Fee of Five Hundred Dollars (\$500) due and made payable to "Treasurer, State of Connecticut" to help defray the cost of processing this Agreement.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by either party hereto, by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire.

6. The Second Party may, at its option and expense, record a Notice of Lease, in which case, it is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants: Governmental", dated February 21, 2013 ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.

8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item (20) of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District III Maintenance Office, at (203) 389-3000, to apply for this Permit.

9. The Second Party agrees to hold the State harmless for any damage caused by items falling or dropping off the bridge, including but not limited to snow and ice.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James Redeker, Commissioner

Name:

By _____ (Seal)

Thomas A. Harley, P.E.

Bureau Chief

Bureau of Engineering and
Construction

Name:

Date: _____

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

SS: Newington

_____ Date

A.D., 201_

Personally appeared for the State, Thomas A. Harley, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Bureau Chief, Bureau of Engineering and Construction, before me.

My Commission Expires:

Notary Public

WITNESSES:

SECOND PARTY
CITY OF BRIDGEPORT

Name:

By _____ (Seal)

Bill Finch

Mayor

Name:

Date: _____

STATE OF _____)

COUNTY OF _____)

SS: _____

City/Town

_____ Date

A.D., 201_

Personally appeared for the Second Party, Bill Finch, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the City of Bridgeport, and his free act and deed as Mayor, before me.

My Commission Expires:

Notary Public

Agreement No. 10.19-04(12)

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

Secretary
Office of Policy & Management
State of Connecticut

Date: _____

APPROVED:

Attorney General
State of Connecticut

Date: _____

STANDARD HIGHWAY LEASE
SPECIFICATIONS & COVENANTS: GOVERNMENTAL

**Connecticut Department of Transportation
Bureau of Engineering and Construction
Division of Rights of Way
Appraisal Section**

February 21, 2013

Definitions:

The following definitions shall apply to this Standard Highway Lease Specifications and Covenants:

"Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

"Records" means all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"State" means the State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

"Second Party Parties" means a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

(1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Agreement, unless otherwise specified in the Agreement.

(2) The Second Party hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Agreement. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Agreement, if such a grant-in-lieu of taxes concerning the Premises is required of the State.

(3) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Second Party.

(4) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.

The Second Party shall not allow any unregistered or abandoned motor vehicles to remain on the Premises and shall cause the same to be removed. The Second Party shall not allow any boats to be stored on any of the premises.

(5) The Second Party shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of the State and the Federal Highway Administration, if required.

(6) Indemnification.

(a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(7) The Second Party agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State being named as an additional insured party, the following minimum liability insurance coverage or coverages regarding the Premises at no cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State shall be named as an additional insured.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance on a form that is acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

(8) The State and the Federal Highway Administration, if appropriate, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.

(9) The Second Party agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season."

(10) The Second Party shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Agreement, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.

(11) If deemed necessary by the State, the Second Party agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing.

(12) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, fencing or another device suitable to the State around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises.

(13) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable electrical system for the lighting of the Premises. Such electrical system and the Second Party's installation and maintenance, thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(14) If deemed necessary by the State, the Second Party agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.

(15) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(17) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. section 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. section 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. section 1801 et seq., the Federal Clean Air Act, 42 U.S.C. section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. section 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

(18) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(19) In addition to Item (6) hereinabove, the Second Party hereby agrees as follows:

The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

(20) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and the Federal Highway Administration, if appropriate. The Second Party agrees that as an integral part of the process of obtaining the above-mentioned written approval, the Second Party shall apply for, receive and comply with, a Permit or Permits issued by the State in conformance with all pertinent provisions of the current Encroachment Permit Regulations, including amendments thereto. The Second Party shall comply with the applicable provisions of 23 C.F.R., Section 710, Subpart D, which is hereby made a part hereof by reference thereto.

The State and the Federal Highway Administration, if appropriate, reserves the right to review and approve all plans prior to any and all construction and site improvements at the aforementioned Premises. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage and landscaping. No such construction or site improvement shall commence unless and until the State provides its written approval for same. The State shall neither unreasonably delay its decision nor shall it unreasonably withhold its approval.

(21) Upon termination of this Agreement for any reason, the Second Party will vacate the Premises, remove all of its personal property from the Premises at its own expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable use expected, and hereby agrees that no relocation benefits of any kind will be paid to the Second Party by the State, time shall be of the essence.

(22) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of the State, or at the State's option, the Second Party shall restore the Premises to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.

(23) The Second Party may record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the Premises exists, at no expense to the State.

(24) It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Secretary, Office of Policy and Management, by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.

(25) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546."

(26) As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this Agreement.

(27) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

(28) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement, Policy No. F&A-10, SUBJECT: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto and made a part hereof.

(29) Any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

- (i) When the State is to receive such notice-

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

- (ii) When the Second Party is to receive such notice:

(The person(s) acting herein as signatory for the Second Party)

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

(30) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.

(31) Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not within the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a) (ii) of this certification; and

(iv) Has not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party

shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors, participant(s) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors, participant(s) is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.

(32) This clause applies to those Second Parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second party to be in compliance with this Act, as the same applies to performance under this Agreement.

(33) The State reserves mining and excavating rights. The Second Party shall not remove sand, gravel or other fill material from the Premises.

(34) The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(35) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

(36) The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings. Nothing herein shall be construed to waive the State's immunities.

(37) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the Department shall provide a copy of these orders to the Second Party.

(38) The Agreement, when fully executed by both parties and this "Standard Highway Lease Specifications &

Covenants, Connecticut Department of Transportation" together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

(39) For purposes of this paragraph, the term "State" shall mean the agency through which this Agreement was entered into on behalf of the State of Connecticut. The Second Party, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all records required by law to be generated by it with respect to environmental conditions on the Premises which are the subject of this Agreement, and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law. Within twenty-four (24) hours following the occurrence of any Event, the Second Party shall notify the State of same in writing. Said notification to the State shall be in addition to, and not in lieu of, any and all other record keeping and reporting requirements imposed upon the Second Party by law. Upon written request by the State, the Second Party shall permit the State to inspect the Premises any and all records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. The Second Party hereby waives any claim of privilege that may attach to said records.

(40) Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The State's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the Second Party, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

March 3, 2009

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8.

Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. **Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

Gift Exchanges Between Subordinates and Supervisors/Senior Staff: A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees after they leave State service. Upon leaving State service:
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

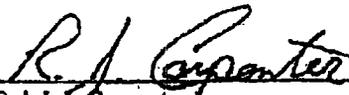
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



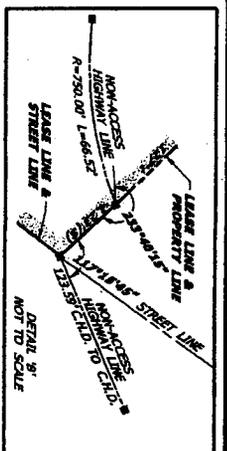
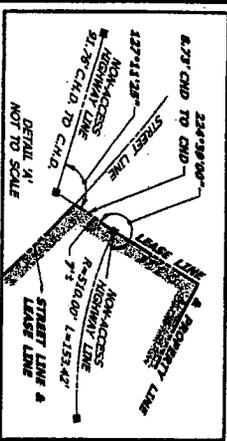
Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



LEASE AREA = 21,382 ± SQ. FT.

THE LESSEE SHALL NOT IMPROVE THIS LEASE AREA (D.O.T.) FROM ENTERING THIS AREA IN ANY TIME

BRIDGE PER PROTECTION RAIL SHALL BE APPROVED BY DISTRICT MAINTENANCE

RIGHTS OF ACCESS ALLOWED

RIGHTS OF ACCESS ALLOWED

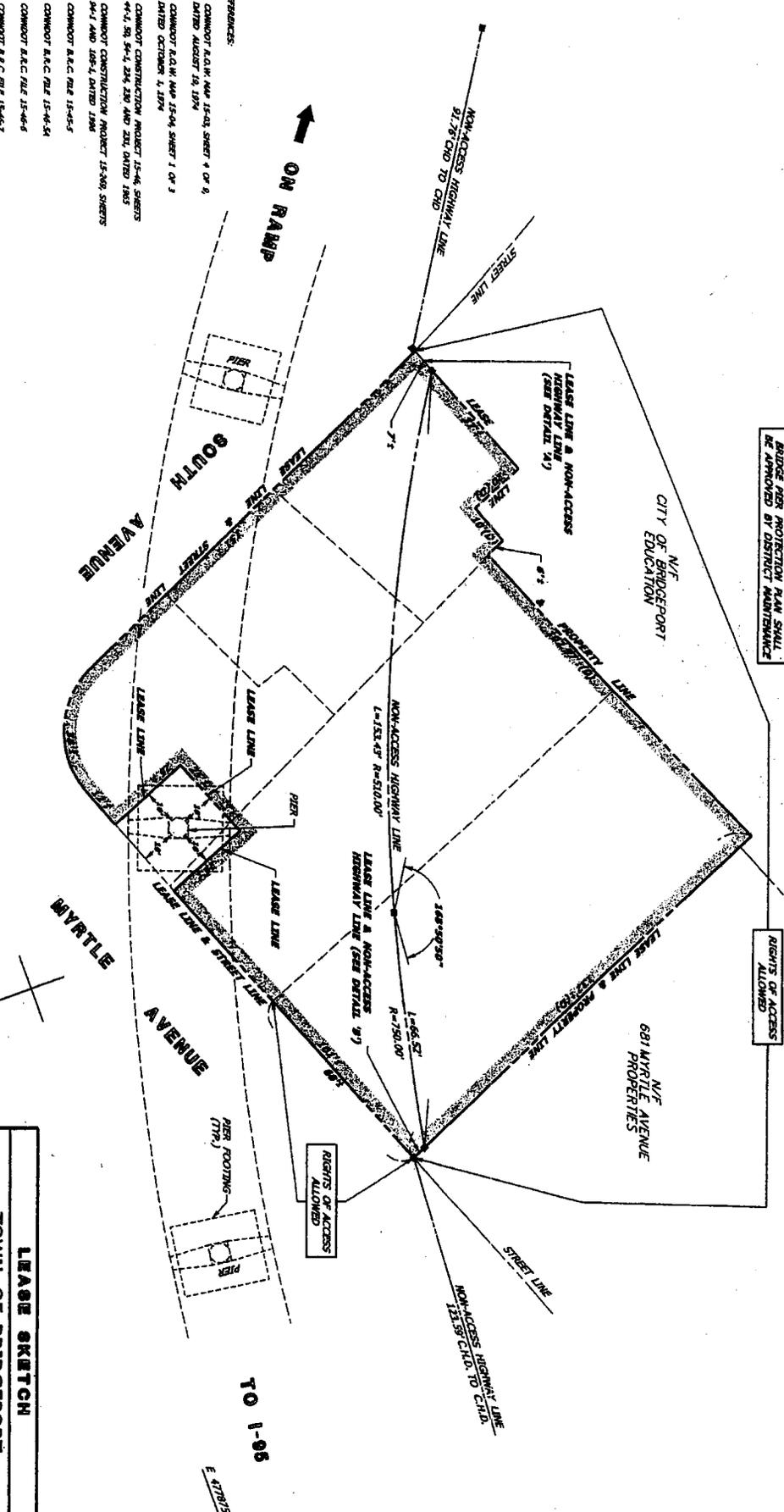
- REFERENCES:
1. CONNECT R.O.W. MAP 15-02, SHEET 4 OF 8, DATED AUGUST 18, 1974
 2. CONNECT R.O.W. MAP 15-04, SHEET 1 OF 3, DATED OCTOBER 1, 1974
 3. CONNECT CONSTRUCTION PROJECT 15-06, SHEETS 4-1, 5-1, 5-4, 2-6, 2-9 AND 2-10, DATED 1985
 4. CONNECT CONSTRUCTION PROJECT 15-08, SHEETS 1-4 AND 1-5, DATED 1986
 5. CONNECT R.A.C. FILE 15-45-3
 6. CONNECT R.A.C. FILE 15-46-54
 7. CONNECT R.A.C. FILE 15-46-4
 8. CONNECT R.A.C. FILE 15-46-7
 9. CONNECT R.A.C. FILE 15-46-9
 10. CONNECT R.A.C. FILE 15-46-9
 11. CONNECT R.A.C. FILE 15-46-9

DESIGNED BY	LAL
DATE	8/20/12
CHECKED BY	JTB
DATE	8/20/12



DATE	REVISION	REQ. BY

TOWN NO. 15
 PROJECT NO. 015-046
 SERIAL NO. 0264
 SHEET 1 OF 1



LEASE SKETCH
 TOWN OF BRIDGEPORT
 SKETCH SHOWING LAND LEASED TO
 CITY OF BRIDGEPORT

BY
 THE STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 INTERSECTION OF
 SOUTH AVENUE AND MYRTLE AVENUE
 SCALE 1"=20'
 THOMAS A. HANLEY, P.E.
 SEPTEMBER 2012
 CIVIL ENGINEER - DESIGN OF BRIDGES AND CONSTRUCTION

***76-12 Consent Calendar**

Resolution Authorizing a Tax Incentive Development Agreement for the Rehabilitation of Augustana Homes at 525 Palisade Avenue.

**Report
of
Committee
on
CD & Environment**

Submitted: June 3, 2013

Adopted: _____

Fleeta E Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***76-12 Consent Calendar**

A Resolution by the Bridgeport City Council
Authorizing a Tax Incentive Development Agreement
for the
Rehabilitation of Augustana Homes,
an Affordable Senior Housing Development
at 525 Palisade Avenue

Whereas, Augustana Homes, located at 525 Palisade Avenue (the "Property"), is a 186-unit affordable senior housing development, (one-hundred percent project-based section-eight), originally constructed in 1982 and owned by the Roman Catholic Diocese of Bridgeport; and

Whereas, Augustana Homes Preservation, L.P. (the "Developer") proposes to purchase the Property and to invest \$4.5 million over a nine-month period in its complete interior and exterior renovation (the "Project"); and

Whereas, the Developer is a for-profit limited partnership, the general partner of which is Augustana Homes Preservation GP, LLC, which itself is owned 95% by Related Affordable, LLC and 5% by Full Line, LLC; and

Whereas, the Developer shall manage the Property through its proprietary management company, Related Management Company, L.P.; and

Whereas, the Developer shall introduce social services not currently provided to the residents of the Property, including Meals-on-Wheels, transportation to medical appointments, on-site counseling, therapeutic and recreational activities, advocacy services during the term of the Tax Incentive Agreement; and

Whereas, the Project calls for exterior improvements including new paving, new striping, new sidewalks and lighting, new windows, a new roof, repairs to the façade; and



Report of Committee on ECD and Environment
*76-12 Consent Calendar

-2-

Whereas, the Project calls for interior improvements including new elevators, new boilers, new trash compactor, the refurbishing of all hallways and common areas, the outfitting of each apartment with new cabinets, counters, sinks, flooring, appliances, lighting, bathroom vanities, and paint; and

Whereas, in order to attract the private capital required for the Project, the Developer must achieve a Debt Service Coverage Ratio ("DCR") at a minimum of 1.15 over the fifteen (15) year payback period of the project, a ratio that the City's Office of Planning and Economic Development ("OPED") judges to be consistent with industry standards for the financing of such a Project; and

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves consistent with industry standards; and

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City's Tax Incentive Development Program (the "Ordinance") and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes according to the schedule provided herein, the Development shall not attract the capital it needs to proceed; and

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance; and

Whereas, it is in the City's interest to encourage the development of high-quality affordable housing with services for its senior residents; and

Whereas, the Developer has a solid track record in developing and managing such projects; Now, therefore be it

Resolved, that OPED's Economic Justification Analysis is accepted; and

Resolved, that the Director of the Office of Planning and Economic Development is authorized to negotiate and execute a Tax Incentive Development Agreement that will fix the real estate taxes at the Property for the first fifteen (15) years after the completion of the Project as evidenced by a certificate of occupancy or completion from the City's Building Department, and as to be administered by the normal practices of the Tax Collector's Office, as follows:



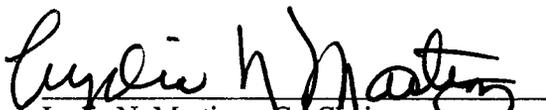
Report of Committee on ECD and Environment
*76-12 Consent Calendar

-3-

Year 1:	\$275,512
Year 2:	\$275,512
Year 3:	\$275,512
Year 4:	\$275,512
Year 5:	\$275,512
Year 6:	\$275,512
Year 7:	\$275,512
Year 8:	\$275,512
Year 9:	\$275,512
Year 10:	\$275,512
Year 11:	\$289,288
Year 12:	\$303,752
Year 13:	\$318,940
Year 14:	\$334,887
Year 15:	\$351,631
<u>TOTAL:</u>	<u>\$4,353,618</u>

RESOLVED, that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City after determining that the Developer has met all of the terms and conditions of the Ordinance.

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


Lydia N. Martinez, Co-Chair

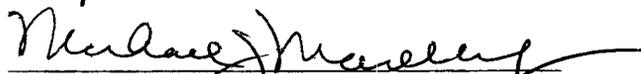

M. Evette Brantley, Co-Chair

Warren Blunt

Steven J. Stafstrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

Council Date: June 3, 2013



City of Bridgeport, Connecticut

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:

***68-12 Consent Calendar**

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

NAME

TERM EXPIRES

Andrea L. Townsend (D)
1995 East Main Street
Bridgeport, CT 06610

December 31, 2014

*This will fill a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Manuel Ayala, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Andre Baker

M. Evette Brantley

Jack O. Banta

***75-12 Consent Calendar**

Settlement of Pending Litigation with Theresa Timpanelli.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: June 3, 2013

Adopted: _____

Attest: _____

Fleeta C. Sudman
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

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:

***75-12 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Theresa Timpanelli	Perkins & Associate	Personal Injury	\$26,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

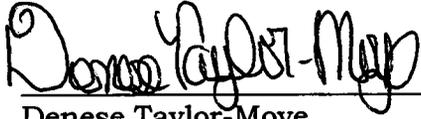


Report of Committee on Miscellaneous Matters
***75-12 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

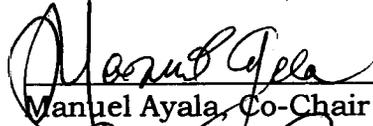
AmyMarie Vizzo-Paniccia, Co-Chair



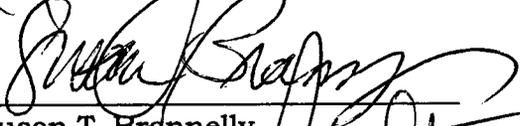
Denese Taylor-Moye



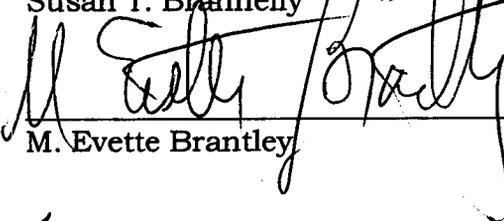
Andre Baker



Manuel Ayala, Co-Chair



Susan T. Brannelly



M. Evette Brantley



Jack O. Banta

Council Date: June 3, 2013

***80-12 Consent Calendar**

Settlement of Pending Litigation with Vilmarie Reyes V.
City of Bridgeport and Angel Rodriguez.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: June 3, 2013

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

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:

***80-12 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Vilmarie Reyes	Personal Injury	\$25,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters
***80-12 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Denese Taylor-Moye

Denese Taylor-Moye

Andre Baker

Manuel Ayala

Manuel Ayala, Co-Chair

Susan T. Brannelly

Susan T. Brannelly

M. Evette Brantley

Jack O. Banta

Jack O. Banta