

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 7, 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: September 3, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 151-12** Communication from City Clerk re: Items Pending before City Council Committees pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 152-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Pamela Williams, et al., **ACCEPTED AND MADE PART OF THE RECORD.**
- 153-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Pamela Williams, et al., **ACCEPTED AND MADE PART OF THE RECORD.**
- 154-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with City of Norwalk, **ACCEPTED AND MADE PART OF THE RECORD.**
- 155-12** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut Department of Economic and Community Development's (DECD) Office of Brownfield Remediation & Development Grant for the East End Urban Agriculture Center, referred to Economic and Community Development and Environment Committee.
- 156-12** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut Department of Economic and Community Development's (DECD) Office of Brownfield Remediation & Development Grant for the Security Building Remediation Project, referred to Economic and Community Development and Environment Committee.
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COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 158-12** Communication from Tax Collector re: Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 159-12** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Kelly Smith, referred to Miscellaneous Matters Committee.
- 160-12** Communication from Harbor Commission re: Bridgeport Harbor Management Plan Revision, referred to Economic and Community Development and Environment Committee.
- 161-12** Communication from Public Facilities and OPED re: Proposed Request for the Discontinuance of the following City Streets: Morris Street (east of Bostwick Ave.) California Street, Pierpont Street, Maiden Lane, Pembroke Avenue, (South of Stratford Avenue between Ann Street.), East Main Street (South of Stratford Ave.) and Hough Avenue, referred to Public Safety and Transportation Committee.
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RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 162-12** Resolution presented by Council Member Blunt re: Request that a Streetlight be Installed on Utility Pole #1029 located near 55 Hillcrest Road, referred to Public Safety and Transportation Committee.
- 163-12** Resolution presented by Council Member Martinez re: Request that a Streetlight be Installed on Utility Pole #6363 located near 1257 Kossuth Street, referred to Public Safety and Transportation Committee.
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MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *146-12** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.060(C) Miscellaneous Provisions.
- *147-12** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 3.24 Affordable Housing Development Program.
- *12-12** Contracts Committee Report re: Approval of Consulting Services for the Bridgeport Public Library Facilities Master Plan.
- *134-12** Contracts Committee Report re: Resolution regarding a Memorandum of Understanding with the University of Bridgeport and Board of Park Commissioners pertaining to Softball Field Diamond #2 at Seaside Park.
- *119-12(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for October 21, 2013: re Disposition of City-Owned Properties to the Housing Authority (HACB).
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- *121-12** Economic and Community Development and Environment Committee Report re: (Ref. #35-10 & 53-11) Resolution regarding HOME Program Sub-recipient Administrator for Down Payment and Closing Cost Assistance Program for PY37 and PY38.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *124-12** Economic and Community Development and Environment Committee Report re: (Ref. #82-12) Resolution Concerning the Transfer of Real Property located at 112 Madison Avenue and 118 Madison Avenue.
- *125-12** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds Program for the East Side Senior Center.
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- *139-12** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for an Elton Rogers Park Dam - Ox Brook Flood Control Project.
- *143-12** Miscellaneous Matters Committee Report re: Resolution of Endorsement regarding the Greater Bridgeport Regional Council (GBRC) to become a Council of Governments.
- *145-12** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Pamela Williams.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 7, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

| NAME | SUBJECT |
|--|--|
| Ethan Book 144 Coleman Street Bridgeport, CT 06604 | Issues of the operations of the Bridgeport Parking Violations Bureau. |
| David Jensen 14 Oronoque Trail Shelton, CT 06484 | W.P.C.A. Workers. |

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, OCTOBER 7, 2013
6:30 PM**

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Olson, Brantley, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, dePara, Silva, Ayala, Martinez, Paoletto, Holloway

ABSENT: Council members: Blunt, Marella, Baker

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

The city clerk took the roll call and announced there was a quorum.

Council President McCarthy reviewed the rules for conducting the public speaking session.

**RECEIVED
CITY CLERK'S OFFICE
2013 OCT 15 P. 1:42
ATTEST
CITY CLERK**

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**PUBLIC COMMENTS OF ETHAN BOOK
BEFORE THE CITY COUNCIL OF THE CITY OF BRIDGEPORT
October 7, 2013**

Mr. Council President, Members of the City Council and public:

I am Ethan Book, candidate for this City Council to represent the 131st District. There have been those who have stated that the Bridgeport city government needs to be cleaned up. There have even been some who have commented that the situation rises to the level of need for an extreme makeover. Regardless of the *level* of need for improvement of city government, the *manner* of beginning that process is to address individual issues. One of such issues is that of operations of the Parking Violations Bureau. As one, among others,

who has had some difficult and unpleasant experiences with the Bureau, I have some observations and recommendations.

Despite a specific request for public information, the City has not produced and articulated purpose or mission statement for the Parking Violations Bureau. The legal definition of police power includes "to prevent the commission of fraud and crime, and secure generally the comfort, safety, morals, health, and prosperity of the citizens by preserving public order and preventing a conflict of rights in the common intercourse of the citizens, and insuring to each an uninterrupted enjoyment of all the privileges conferred upon him or her by the general laws". This definition coupled with my uneasy sense that the operations of the Bureau are actually not for a legitimate public purpose but rather for revenue generation, the lack of such a mission statement becomes glaring.

I observe other specifics. Those officials and employees whom are employed by the Bureau should be hired according to proper authority and authorization, factors which should be readily reviewable by a citizen. However, at an August 19th hearing before the Freedom of Information Commission, Associate City Attorney Gregory Conte produced documentation regarding the authority and authorization of the decision to hire Ofcr. Peter Keogh, documentation which fully failed to satisfy the request. Also, the chronic lack of cooperation by city attorneys in timely responses to requests for information makes it impractical to attempt to review the authority and authorization for the decisions to hire the officers who issue parking tickets.

In addition, when a citizen who challenges a parking ticket is given notice of a hearing, there should also be an explanation that the citizen has a right to request that the actual issuing officer be present to testify. Certainly, for the observed practice that Ofcr. Keogh will appear at such hearings to testify on behalf of the Bureau is wholly inadequate.

Once a hearing has been scheduled, there should be an assigned hearing officer who is competent, impartial and properly appointed according to the explicit terms of the City Charter. I have observed instances in which these basic factors have been overlooked.

Then if a proper open review of a challenge to a citation results in a conviction, there should be explicit notice given to the citizen of a right to challenge such a ruling by processes which can include a request for Bureau reconsideration or an appeal to the Superior Court. Further, if the citizen declares an intent to challenge such a conviction, there should be an automatic stay of the conviction.

There are other legal issues regarding collection efforts on unpaid parking tickets. The City Charter provides that the City may boot a vehicle for which there is an excess of \$100 in unpaid parking tickets. However, booting a vehicle is a substantial governmental intrusion in private rights including of a right of access to one's property and of a right of transportation. Constitutional law is explicit that there can be no such governmental intrusion without a showing of a substantial governmental interest. Is the collection of \$100 in unpaid parking tickets which may involve a five-minute parking meter overage in a civil issue a substantial governmental interest? It is inconceivable that there could be a rational affirmative answer to this question. Also, there is the U.S. Supreme Court case of Shapiro

v. Thompson, a 1969 decision which deals with a Connecticut law, which explicitly affirms that such a permissible governmental purpose cannot involve simply the protection of the government's financial interests.

This leads us again to the question of the real purpose for the Parking Violations Bureau. Another specific request for information which I have made of the City is for financial information of the Bureau. At a hearing before the Freedom of Information Commission held on August 19th, Ofcer. Keogh testified that there were no such financial figures available as the Bureau's operations are part of the Police Department. Later, through other means, I found financial information of the Police Department which reflects that for the 2013 fiscal year end (which for the City is in June; page attached to the hard copy of these comments), there had been \$1.1 million in revenue *projected* for the Parking Violations Bureau yet with only just over \$536,000 in revenues *realized*. Thus, during the fiscal year 2013, the Bureau collected only 49% of what was projected. No wonder I and others have both experienced and observed such aggressive and bizarre Bureau practices!

For such matters which I describe here, I recommend that until these and related matters are reasonably addressed and corrected, there should be a moratorium on the City practices of booting or otherwise immobilizing vehicle for reported unpaid parking tickets.

May God bless the City of Bridgeport, the State of Connecticut and our great nation!

Ethan Book

David Jensen

W.P.C.A. Workers

Mr. Jensen read a statement regarding labor negotiations in reference to a new contract and the RFP process. He emphasized that no outside contract should be awarded- *his detailed statement will be submitted to the city clerk's office or the video recording can be heard at [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport).*

The persons below signed up to speak prior to the public speaking session – comments summarized.

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers addressed to the City Council on October 7, 2013.

Conrad DeJesus

Mr. DeJesus relayed a spiritual based message and expressed the words “*walking by faith and not by sight*”. He addressed the City Council members and the audience to relay his concerns about the City of Bridgeport and the community in regard to crime, education and other topics – see note above for his detailed comments.

Juan Torrealba

Mr. Torrealba had a translator present to address the city council. He spoke about being disappointed about things that happen in the country and looking for justice for kids, in terms of kids not being secure; schools not being secure, needing more police presence and cameras in the community and the shooting range. Overall, his comments were in reference to public safety, noting the recent shootings that have occurred. He also stressed his opposition about the shooting range going in near Caesar Battalia School.

Albert Benejan

Mr. Benejan questioned why there was no security in the schools, to address the tragedy that occurred in Newtown. He emphasized that parents will continue to fight not to have the shooting range near Caesar Battalia School.

Carmen Lopez

Ms. Lopez stated that she present in support of the parents at Caesar Battalia School. She asked everyone to imagine putting a shooting range in front of a school. She expressed that people are already oppressed by government and there seems to be a theme of a problem we have with city officials and keeping the people uninformed. She further stressed that it will be a problem for many when it comes time to vote. She relayed that when she left the zoning office regarding the matter, she was told that the police commissioner doesn't have the authority to override what occurs in the police department. She emphasized and questioned the issue of City Attorney Anastasia and Attorney Sandusky having the authority to speak about this matter.

The public speaking session ended at 7:20 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

**MONDAY, OCTOBER 7, 2013
7:00 PM**

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

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Olson, Brantley, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Martinez, Marella, Paoletto, Baker, Holloway

Mayor Finch called the meeting to order at 7:35 pm.

- Prayer - Council member Olson offered the prayer.
- Pledge of Allegiance - Council member Brantley led the pledge of allegiance.
- Roll Call - the city clerk took the roll call and announced there was a quorum.

Mayor Finch took a few moments to address the following: a) The city broke ground in the east end for the new green house project; they took Mount Trashmore and converted it for another clean project. b) The Bond Council approved funding for Mast Fuel for the fuel cell project. c) There have been two hires in the Office of Planning and Economic Development; Jenny Ray, OPED and Cristina Smith, Central Grants Office.

Moment of Silence:

Mayor Finch asked for a moment of silence for the following persons:

- o Paul Barnum who passed away after a long bout with cancer.

- Earl Pettway who was a groundbreaker in the Bridgeport Fire Department and a leader among leaders. He expressed that it was sad to hear he passed away, noting that the funeral was handled by Baker Funeral Home.
- Dede Rosa the 4th grader who passed away at Luis Marin School two weeks ago.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 3, 2013

- ** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

Mayor Finch asked for a motion to combine **COMMUNICATIONS TO BE REFERRED TO COMMITTEES** on pages 1, 2 and 3. And **RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.** on page 4.

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**** COUNCIL MEMBER PAOLETTO MOVED TO COMBINE AND REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES and RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

**** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar.

Council member Paoletto made a request to remove item ***146-12** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.060(C) Miscellaneous Provisions.

and ***147-12** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 3.24 Affordable Housing Development Program.

Council member Lyons made a request to remove item ***139-12** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for an Elton Rogers Park Dam – Ox Brook Flood Control Project.

The city clerk read the remaining consent calendar items into the record.

- *146-12** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.060(C) Miscellaneous Provisions. - *removed*
- *147-12** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 3.24 Affordable Housing Development Program. - *removed*
- *12-12** Contracts Committee Report re: Approval of Consulting Services for the Bridgeport Public Library Facilities Master Plan.
- *134-12** Contracts Committee Report re: Resolution regarding a Memorandum of Understanding with the University of Bridgeport and Board of Park Commissioners pertaining to Softball Field Diamond #2 at Seaside Park.
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- *143-12 Miscellaneous Matters Committee Report re: Resolution of Endorsement regarding the Greater Bridgeport Regional Council (GBRC) to become a Council of Governments.
- *145-12 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Pamela Williams.

** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE
 ** COUNCIL VIZZO-PANICCIA SECONDED
 ** MOTION PASSED UNANIMOUSLY

Mayor Finch returned to *146-12 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.060(C) Miscellaneous Provisions.

and *147-12 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 3.24 Affordable Housing Development Program.

Council member Paoletto stated that the committee discussed tabling the items to return them to committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO TABLE**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to *139-12 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for an Elton Rogers Park Dam – Ox Brook Flood Control Project.

Council member Lyons stated that the city received funding for the plan and they have worked diligently to put the plan in process. She commented that she knows they intend to continue to move ahead with the plan. She thanked Senator Anthony Musto for working hard to secure funding and put the plan in place. She relayed that the city council has also worked hard for years in Washington to advocate for the project and she emphasized that they will continue to do so, because it's essential to address the OxBrook flooding issue; and there will continue to be a constant diligent effort. She further commented that the first phase is only the planning stage, not the remediation stage. She said they will continue to progress on the state and city level.

**** COUNCIL MEMBER LYONS MOVED TO APPROVE**

**** COUNCIL MEMBER BANTA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

New business:

**** COUNCIL MEMBER BRANTLEY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM FOR REFERRAL**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANTLEY MOVED TO REFER RE: GRANT OF \$200,000.00 IN SUPPORT OF THE BARNUM MUSEAUM RENOVATIONS TO THE ECONOMIC COMMUNITY and DEVELOPMENT ENVIRONMENT COMMITTEE**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM #179-12)**

**** COUNCIL MEMBER BRANTLEY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REQUESTING A PUBLIC HEARING PRIOR TO THE NEXT SCHEDULED CITY COUNCIL MEETING ON OCTOBER 21, 2013**

**** COUNCIL PRESIDENT McCARTHY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANTLEY MOVED TO SCHEDULE A PUBLIC HEARING FOR THE FOLLOWING ITEMS: 168-12; 169-12 AND 170-12**

**** COUNCIL MEMBER MARELLA SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Mayor Finch announced that a copy of Forbes Magazine contained a nice article about Bridgeport.

Other business:

Council member Olson thanked City Attorney Anastasi for letting him know the information he requested regarding the Sikorsky access road. He said he was satisfied with the response.

Council member Olson mentioned that he was concerned about the west side shooting Range. He said he felt it was a tragedy about what occurred during the public speaking session and the opposition tonight. He expressed that he was surprised that the matter wasn't investigated further. He commented that we need the shooting range in Bridgeport.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN**
**** COUNCIL MEMBER MARTINEZ SECONDED**
**** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:55 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

City of Bridgeport
City Council Meeting
October 7, 2013
Page 13 of 13



City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM. 151-12 - Accepted and Made Part of the Record (10-07-13)

October 1, 2013

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that any item not acted upon at the final council session to be held on November 4, 2013 will be filed as sine die, and will require resubmission for December if action is still required.

Respectfully submitted,

Fleeta C. Hudson
Fleeta C. Hudson
City Clerk

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2013 OCT - 1 P 2:36

**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2013**

| Number | Type | Summary | Submitted by: | Date |
|---------------|-------|---|------------------------------------|---|
| | | General discussion regarding the review of the Monthly Financial Report. | | |
| 164-11 | Comm. | Proposed Amendment to the Funding Agreement with the Bridgeport Port Authority. | Mark T. Anastasi, City Attorney | 11/05/2012 (OFF THE FLOOR) Tabled by Committee on: 11/13/2012 Tabled by Committee on: 01/14/2013 |

**PUBLIC SAFETY & TRANSPORTATION COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2013**

| Number | Type | Summary | Submitted by: | Date |
|---------------|--------------|--|--|---|
| 32-12 | RES. | Resolution to schedule an information session to dialogue on Anti-Violence. | Andre Baker, Jr. D-139 th and Angel dePara, D-136 th | 02/04/2013 (OFF THE FLOOR), Tabled by Committee on: 03/05/2013 Tabled by Committee on: 04/02/2013 Tabled by Committee on: 05/07/2013 |
| 69-12 | Comm. | Proposed Request for the discontinuance of a Portion of School Street as a part of the Black Rock Elementary School Expansion Project. | Michael P. Nidoh, Director of Planning | 05/06/2013, Ref'd to: City Attorney, P&Z, Police Chief, Fire Chief, Engineering, Public Facilities and WPCA on: 05/08/2013, Rec'vd response from: Fire Dept., WPCA, Police Chief and Engineering Dept. Approved by Committee on: 06/04/2013, PHH on: 07/01/2013 Tabled by City Council and Ref'd back to Committee on: 07/01/2013 |
| 133-12 | Res. | Request that a Streetlight be Installed on Utility Pole #2231 located in front of 72 Orland Street. | Council Members Steven Stafstrom, Jr. and Susan T. Brannelly, District 130 th | 09/03/2013 |
| 137-12 | Comm. | Grant Submission: State of Connecticut Department of Transportation Congestion Mitigation and Air Quality (CMAQ) Improvement Program | Patrick Carleton, Grants Writer, Central Grants | 09/03/2013 |
| 138-12 | Comm. | Grant Submission: State of Connecticut Office of Policy & Management: Youth Services Prevention Grant Program | Patrick Carleton, Grants Writer, Central Grants | 09/03/2013 |

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2013
(PAGE 1)**

| Number | Type | Summary | Submitted by: | Date |
|--------------|-------|---|---|--|
| 13-11 | Res. | Proposed Amendments to the Municipal Code of Ordinances, amend Section 15.12.250 Rental Conditions-Certificate of Apartment Occupancy. | Councilmember, Richard Paoletto Jr., D-138 th | 12/05/2011, Tabled by Committee on: 12/28/2011, Approved by Committee on: 09/25/2012, Tabled by Council on: 10/01/2012, <u>Tabled and Sent back</u> to Committee by Council on: 10/15/2012 |
| 22-11 | Res. | Proposed Resolution to Review for Council Member Expense Reimbursement (Stipends). | Councilmember, Robert Curwen, Sr., D-138 th | 12/05/2011 (OFF THE FLOOR) Tabled by Committee on: 12/28/2011, Tabled by Committee on: 02/28/2012 Approved by Committee on: 05/22/2012 <u>Tabled and Sent back</u> to Committee by Council on: 06/04/2012, Tabled by Committee on: 09/25/2012 |
| 116-12 | Res. | Council Review and Possible Revisions to the City's Purchasing and Procurement Ordinance, Chapter 3.08 City Contract and Purchasing Procedures. | Council President, Thomas C. McCarthy., D-133 rd | 07/01/2013, <u>Tabled by Committee on:</u> 08/07/2013 (Special Meeting), Ref'd to City Attorney's Office on: 07/02/2013 |
| 136-12 (A-B) | Comm. | (A) Proposed New Ordinance Mill Hill Neighborhood Revitalization Zone Plan (B) Mill Hill Neighborhood Revitalization Zone Plan Resolution. <u>(Please Note: Item is a Joint Committee referral to Ordinance and ECD&E)</u> | David Kooris, Director, OPED | 09/03/2013, Ref'd to City Attorney's Office on: 09/04/2013. |

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2013
(PAGE 2)**

| | | | | |
|---------------|-------|--|--|--|
| 146-12 | Comm. | Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.060C Miscellaneous Provisions. | Bill Coleman, Director of Neighborhood Development, OPED | 09/16/2013 , Ref'd to City Attorney's Office on: 09/17/2013 |
| 147-12 | Comm. | Proposed Amendments the Municipal Code of Ordinances, amend Chapter 3.24 Affordable Housing Development Program. | Bill Coleman, Director of Neighborhood Development, OPED | 09/16/2013 Ref'd to City Attorney's Office on: 09/17/2013 |

CONTRACTS COMMITTEE
AS of October 7, 2013

| Number | Type | Summary | Submitted by: | Date |
|---------------|-------|---|-------------------------------------|--|
| 132-12 | Comm. | Proposed Service Agreement with Pro-Act, Inc. to provide a free discount prescription drug card to residents of Bridgeport. | Richard Weiner, Benefits Manager | Referred to Council on 9/3/2013 Tabled 9/16/2013 |

Economic & Community Development Committee

Pending Items

Page 1

As of October 7, 2013

| Number | Type | Summary | Submitted by: | Date |
|--------|-------|---|--|--|
| 11-12 | Comm. | Proposed Amendment to the 2008 Master Plan of Conservation & Development Chapter 14 – Future Land Use Plan. | Dennis Buckley, Planning & Zoning Commission on behalf of Attorney Charles J. Willinger, Jr. | Referred to Council on 12/17/2012 Tabled by Committee on 1/22/13 Tabled on 5/21/13 |
| 81-12 | Comm. | Proposed Resolution adopting the South Avenue Project Development Plan and Authorizing the Bridgeport Port Authority to Acquire, including by Eminent Domain, Certain real Properties within the Plan area. | Bill Coleman, Director, Neighborhood Development | Referred to Council on 05/20/2013 Tabled by Committee 6/18 Approved 7/16 PH Ordered (OFF THE FLOOR) 8/5/13 Tabled & Referred back to Committee on 8/5/2013 PH HELD 9/3 Tabled by Committee 9/17/13 |
| 130-12 | Comm. | Grant Submission: re Connecticut State Library for an Every Child Ready to Read (ECRR) Library Services and Technology Act (LSTA) Grant. | Sharon Breslow, Children's Librarian | Referred to Council on 8/5/2013 |
| 148-12 | Comm. | Grant Submission re State Department of Economic and Community Development for an Urban Act Grant Program | Patrick Carleton, Grants Writer | Referred to Council on 09/16/2013 |
| 149-12 | Comm. | Proposed Tax Incentive Development Agreement for 1803 Stratford Avenue, Affordable Housing Development-Bridgeport Neighborhood Trust. | Bill Coleman, Director, Neighborhood Development, OPED | Referred to Council on 09/16/2013 |

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. #152-12 ACCEPTED AND MADE PART OF THE RECORD
on 10/7/2013

September 26, 2013

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

Re: **SETTLEMENT OF CLAIM
PAMELA WILLIAMS, ET AL V. CITY OF BRIDGEPORT, ET AL.**

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2013 SEP 30 A 9 23

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$12,000.00 payable to Weinstein, Weinstein, Ignal & Shapiro, Trustees for Latavia Henderson. The action was claiming personal injuries to Ms. Henderson when, on May 14, 2011, the automobile which she was a passenger in was struck by a Bridgeport Police Officer. It is alleged the Bridgeport Police Officer failed to grant the right of way.

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. If I am not immediately available, please speak with Paralegal, Danielle Kripps who will then follow-up with 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/dk

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

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

COMM. #153-12 ACCEPTED AND MADE PART OF THE RECORD ON

10/7/2013

September 26, 2013

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

Re: **SETTLEMENT OF CLAIM
PAMELA WILLIAMS, ET AL V. CITY OF BRIDGEPORT, ET AL.**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$15,500.00 payable to Weinstein, Weinstein, Ignal & Shapiro, Trustees for Javonnie Hawkins. The action was claiming personal injuries to Ms. Hawkins when, on May 14, 2011, the automobile which she was a passenger in was struck by a Bridgeport Police Officer. It is alleged the Bridgeport Police Officer failed to grant the right of way.

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. If I am not immediately available, please speak with please speak with Paralegal, Danielle Kripps who will then follow-up with 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/dk

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

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Arthur C Laske, III

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Salvatore C. DePiano
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Telephone (203) 576-7647
Facsimile (203) 576-8252

**COMM. #154-12 ACCEPTED AND MADE PART OF THE RECORD ON
10/7/2013**

September 17, 2013

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

Re: **SETTLEMENT OF CLAIM
CITY OF NORWALK V. CARL J. LEONZI, SR., AND CITY OF BRIDGEPORT**

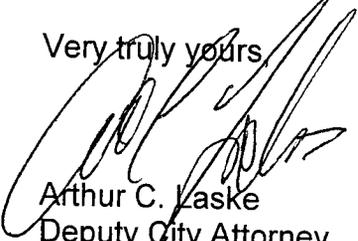
Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$11,773.44 payable to the City of Norwalk. The action was claiming damages and loss of pay resulting from a motor vehicle accident that occurred on February 3, 2011 on Boston Avenue in Bridgeport.

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,


Arthur C. Laske
Deputy City Attorney

ACL/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. 155-12 Referred to ECD&E Committee on
10/7/2013**

September 25, 2013

To: City Clerk

From: Patrick Carleton, Grant Writer, Central Grants Office

Re: Resolution – State of Connecticut Department of Economic and Community Development's (DECD) Office of Brownfield Remediation & Development Grant for the East End Urban Agriculture Center.

Attached, please find a resolution and grant summary for referral to the Economic and Community Development & Environment Subcommittee of City Council.

Grant: State of Connecticut Department of Economic and Community Development (DECD) Office of Brownfield Remediation and Development Grant for the East End Urban Agriculture Center.

Summary: The City of Bridgeport was recently awarded \$1,000,000 from the State of Connecticut's Department of Economic and Community Development for remediation and redevelopment at the former Chrome, Pacelli and Trashmore sites in the East End.



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Economic and Community Development: Office of Brownfield Remediation & Redevelopment: Grant for the East End Urban Agriculture Center**

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport will receive \$1,000,000 from the State of Connecticut Department of Economic and Community Development for remediation and redevelopment of a 3.4-acre site to be known as the East End Urban Agriculture Center. The project calls for 80,000 square feet of state-of-the-art hydroponic greenhouses that will provide about 800,000 pounds of high quality produce for commercial sale. A retail center will be built to sell subsidized food to nearby residents, helping to alleviate the urban food desert—a community without access to supermarkets with high quality food. The development will also house an extension program of the University of Connecticut's Agriculture School, which will train unemployed veterans to farm in an urban setting and to operate and manage a retail food and produce distribution center from the site.

Project Period: TBD.

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: | Salaries/Benefits: |
| State: \$1,000,000.00 | Supplies: |
| (State Funding to Leverage \$1 to \$4 Million in Private Investment) | |
| City: | |
| Other: | |

A Resolution by the Bridgeport City Council

**Regarding the State of Connecticut Department of Economic and Community Development
Office of Brownfield Remediation & Redevelopment Grant for the East End Urban Agriculture
Center**

(DRAFT)

WHEREAS, the State of Connecticut Department of Economic and Community Development is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the State of Connecticut Department of Economic and Community Development's Office of Brownfields Remediation and Redevelopment; and,

WHEREAS, the financial assistance under this grant will be used to remediate and redevelop a contaminated 3.4 acre site(s) in the East End of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Office of Planning and Economic Development, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$1,000,000 for the purpose of environmental remediation and redevelopment for the East End Urban Agriculture Center; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Economic and Community Development to provide financial assistance and assist the City of Bridgeport with remediation and redevelopment of the East End Urban Agriculture Center.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development Office of Brownfields Remediation and Redevelopment for the East End Urban Agriculture Center, to provide such additional information and to execute such other contracts and documents as necessary under 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. 156-12 Referred to ECD&E Committee on
10/7/2013**

September 25, 2013

To: City Clerk

From: Patrick Carleton, Grant Writer, Central Grants Office

Re: Resolution – State of Connecticut Department of Economic and Community Development's (DECD) Office of Brownfield Remediation & Development: Grant for Security Building Remediation Project.

Attached, please find a resolution and grant summary for referral to the Economic and Community Development & Environment Subcommittee of City Council.

Grant: State of Connecticut Department of Economic and Community Development (DECD) Office of Brownfield Remediation and Development: Grant for Security Building Remediation Project.

Summary: The City of Bridgeport was recently awarded \$1,014,821 from the State of Connecticut's Department of Economic and Community Development for site assessment, remediation, and redevelopment work at the Security, EE Wheeler, and EW Harral buildings on Main Street in Downtown Bridgeport.



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Economic and Community Development: Office of Brownfield Remediation & Redevelopment: Grant for the Security Building Remediation Project**

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport will receive \$1,014,821.00 from the State of Connecticut Department of Economic and Community Development for site assessment, remediation, and redevelopment work at the Security, EE Wheeler, and EW Harral buildings—three historic properties in the downtown village district on Main Street. Redevelopment plans call for restoring about 76,000 square feet for 57 market-rate and affordable housing units, and 20,000 square feet for retail space. Located in the heart of Bridgeport's downtown and near the central business district, the \$16 million project will meet transit-oriented development criteria and LEED sustainable standards.

Project Period: TBD.

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: | Salaries/Benefits: |
| State: \$1,014,821.00 | Supplies: |
| City: | |
| Other: No Match Required. | |

A Resolution by the Bridgeport City Council

**Regarding the State of Connecticut Department of Economic and Community Development
Office of Brownfield Remediation & Redevelopment Grant for the Security Building Remediation
Project**

(DRAFT)

WHEREAS, the State of Connecticut Department of Economic and Community Development is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the State of Connecticut Department of Economic and Community Development's Office of Brownfields Remediation and Redevelopment; and,

WHEREAS, the financial assistance under this grant will be used to assess, remediate and redevelop the historic Security, EE Wheeler and EW Harral buildings in Downtown Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Office of Planning and Economic Development, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$1,014,821 for the purpose of site assessment, environmental remediation and redevelopment for the Security, EE Wheeler and EW Harral buildings; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Economic and Community Development to provide financial assistance and assist the City of Bridgeport with assessment, remediation and redevelopment of the Security, EE Wheeler and EW Harral buildings.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development Office of Brownfields Remediation and Redevelopment for the Security Building Remediation Project, to provide such additional information and to execute such other contracts and documents as maybe necessary under 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

September 25, 2013

**COMM. 157-12 Referred to ECD&E Committee on
10/7/2013**

To: City Clerk
From: Patrick Carleton, Grant Writer, Central Grants Office
Re: Resolution – United States Environmental Protection Agency (EPA)-FY 2013
Supplemental Funding for Brownfields Revolving Loan Fund Grantees

Attached, please find a resolution and grant summary for referral to the Economic and
Community Development & Environment Subcommittee of City Council.

Grant: US EPA–FY 2013 Supplemental Funding for Brownfields Revolving Loan Fund
Grantees

Summary: The City of Bridgeport was recently awarded \$350,000.00 from the United States
Environmental Protection Agency's FY 2013 Supplemental Funding for Brownfields Revolving
Loan Fund (RLF) Grantees Program. This funding will be used for remediation of properties
located throughout Bridgeport.



GRANT SUMMARY

PROJECT TITLE: FY 2013 Supplemental Funding for EPA Brownfield Revolving Loan Fund Grantees

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport will receive \$350,000.00 from the United States Environmental Protection Agency's FY 2013 Supplemental Funding for Revolving Loan Fund Grantees Program. The City has identified projects throughout Bridgeport that are "shovel ready" and would benefit from supplemental funding. Some of these properties have utilized the City's Revolving Loan Fund in the past but are still in need of additional funds to continue/complete ongoing remediation efforts.

Project Period: September 1, 2013-December 31, 2015

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: \$350,000.00 | Salaries/Benefits: |
| State: | Supplies: |
| City: \$70,000.00 In-Kind (Various OPED Staff Time, Leveraged Funds from Private Development | |
| Other: | |

A Resolution by the Bridgeport City Council

Regarding the Environmental Protection Agency's FY 2013 Supplemental Funding for Brownfields

Revolving Loan (RLF) Grantees

(DRAFT)

WHEREAS, the United States Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the United States Environmental Protection Agency's FY 2013 Supplemental Funding for Brownfields Revolving Loan Fund (RLF) Grantees and,

WHEREAS, the financial assistance under this grant will be used to remediate contaminated properties throughout Bridgeport and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the Environmental Protection Agency in an amount not to exceed \$350,000 for the purpose of environmental remediation,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the Environmental Protection Agency to provide financial assistance and assist the City of Bridgeport with remediation of contaminated land parcels and/or properties to position them for redevelopment.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Environmental Protection Agency for the FY 2013 Supplemental Funding for Brownfields Revolving Loan Funds, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 576-7271 Fax 332-5628
Collection Division 576-7266

ANNE KELLY-LENZ
Tax Collector

BILL FINCH
Mayor

Comm. #158-12 Referred to Miscellaneous Matters Committee
on 10/7/2013

RECEIVED
CITY CLERK'S OFFICE
2013 SEP 11 P 12:46
ATTEST
CITY CLERK

DATE: September 11, 2013
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

CAREFUSION SOLUTIONS LLC
ATTN: TAX DEPARTMENT
1430 WAUKEGAN ROAD
WAUKEGAN, IL 60085

Carefusion Solutions overpaid in error and City directed to refund overpayment.

Refund due: \$11,186.14

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 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. #159-12 Referred to Miscellaneous Matters Committee

September 20, 2013

On October 7, 2013

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

**Re: *Settlement of Lawsuit
Smith v. Farmer***

Dear Honorable Members:

A Lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which in the event of trial, the City might be held liable.

Negotiations with the Plaintiffs' attorney have made it possible to settle this matter for the monetary sum set forth below and I therefore recommend settlement in that amount be approved and accepted.

| <u>PLAINTIFF</u> | <u>ATTORNEY</u> | <u>CAUSE/INJURY</u> | <u>SETTLEMENT AMOUNT</u> |
|------------------|--|---------------------|------------------------------|
| Kelly Smith | Sally Roberts, Esq. 11 Franklin Square New Britain, CT 06051 | Use of Force | \$45,000 |

Very truly yours,

Mark T. Anastasi
City Attorney



CITY OF BRIDGEPORT
HARBOR COMMISSION

45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone 203-335-3574
Telephone 203-576-8288
Fax 203-576-8385

PETER J. HOLECZ
Chairman

ANTHONY J. PALUMBO
Harbormaster

Commissioners:
RICHARD CRUZ
REGINALD WALKER
MICHAEL E. ANDRE
JEFFREY A. BURR
JACK O. BANTA

BILL FINCH
Mayor

Comm. #160-12 Referred to ECD&E Committee on 10/7/2013

474 Courtland Avenue
Bridgeport, Ct. 06605
28 September 2013

Mr. Thomas McCarthy - President
Bridgeport City Council
45 Lyon Terrace
Bridgeport, Ct. 06604

Dear Councilman McCarthy,

The attached document contains proposed changes to the Bridgeport Harbor Management Plan for consideration and ratification by the Bridgeport City Council. The changes were requested by Mr. David Kooris, Director of the Office of Economic Development and Planning, and reviewed and approved with clarification/typographical changes by the Connecticut Department of Energy and Environmental Protection. The recommended changes were also approved by the Connecticut Department of Transportation and the United States Corps of Engineers.

Also attached are pages noting the specific changes that were incorporated. If you have any questions or concerns please feel free to contact me on 203-335-3574 or e-mail me at pholecz@sbcglobal.net

Cc : H/M Palumbo
Mr. D. Kooris - OPED
Mr. J. Gaucher - DEEP
Harbor Commission
Ms. F. Hudson, City Clerk

Sincerely,

Peter J. Holecz

ATTEST
CITY CLERK

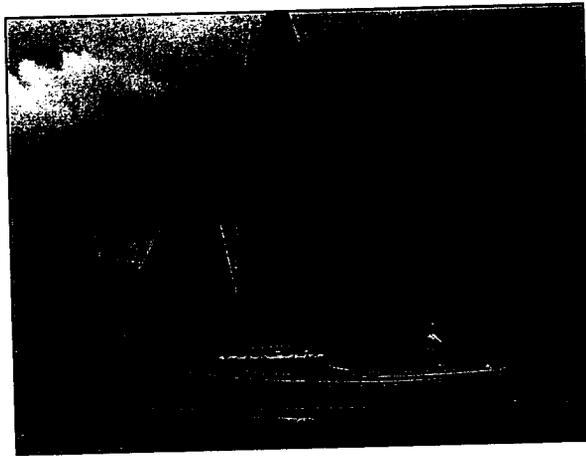
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2013 SEP 27 P 3:07

1.0 Introduction

The City of Bridgeport (the City), located along the northern shore of the Long Island Sound (see Figure 1), contains one of the largest, most sophisticated harbor areas in the State of Connecticut. Harbor areas in the City include miles of coastal lands, which provide access to residential, commercial, recreational, and industrial water-dependent uses.

The harbor of the City of Bridgeport has specific strengths that benefit the citizens of the City as well as the citizens of the State of Connecticut:

- **Deep Water Port Mid to Deep-Water Uses** – Property that is deep-water accessible is of limited supply in the State of Connecticut; Bridgeport is one of three deep-water ports in the state. Thus, it is in the best interests of the citizens of the City of Bridgeport and of the citizens of the State of Connecticut to continue to utilize harbor property that accommodates deep-water uses for deep-water uses.
- **Transportation Center** – Bridgeport lies at the intersection of frequent bus, train and ferry routes. Additionally, Interstate 95 runs through the center of the city. This confluence of transportation lines is a great asset to the city;
- **Shipping** – Already a center for shipping, which provides goods for both the city and the region, Bridgeport has an existing transportation infrastructure to support a robust increase in the industry;
- **Water-Dependent Industry** – Historically an industrial center, Bridgeport still contains several thriving water-dependent industries that are a strength to the city and the region;



- **Water-Dependent and Shoreline Recreation** – Bridgeport contains a large number of marinas and yacht clubs, which house hundreds of boats for citizens of the City and of the State. Bridgeport also contains some of the best harbor-side parkland in the State of Connecticut. Both water-dependent and shoreline recreation provide a benefit to both the citizens of the City of Bridgeport and the State of Connecticut;

3.1 Assessment of Available Resources for Waterfront Property and Guidelines for Future Waterfront Property Re-Use

As stated earlier, the Commission is concerned that Waterfront Property currently used for deep-water uses, may be utilized for non-deep-water uses in the future. The Commission is aware that in some instances Waterfront Property that has been used for deep-water uses or maybe suitable for deep-water uses, may have to be shared with other water dependent uses that may not require deep-water access, but that may require mid-water access. This sharing would help to avoid development of Waterfront Property with non-water dependent uses. This proposed modification also helps to ensure that such deep-water access is not "permanently used for non-deep water (or mid water) use." It should be noted that the Plan does categorize ferry-boats as vessels that require deep-water access (Section 3.1.2). In addition, the Commission is concerned that Waterfront Property is used in non-water-dependent ways. The Commission refers to these two conditions as "inappropriate Waterfront Property re-use." The Commission has identified the following unfavorable conditions that could result from inappropriate Waterfront Property re-use:

- **Loss of Industry** - Industries that require deep-water access or access to the Harbor, and are important to the economy of the City of Bridgeport, the greater Bridgeport region, and the State of Connecticut could be inadvertently lost;
- **Loss of Deep-Water Access** - Waterfront Property that accommodates deep-water access could be permanently used for a non-deep-water use, resulting in a net loss of access to deep-water in the State of Connecticut;
- **Loss of Harbor Access** - Waterfront Property that accommodates access to the Harbor could be permanently used for a non-water dependent use, resulting in a net loss of access to the Harbor for the City of Bridgeport; or
- **Loss or Damage to Natural Resources** - The net loss of deep-water access or Harbor access, may result in pressure to develop new sites that can accommodate deep-water access; new sites could result in damage or elimination of a natural resource to the citizens of the City of Bridgeport and the State of Connecticut.

In order to avoid these unfavorable conditions, the Commission proposes to guide future reform and redevelopment of Waterfront Properties to activities that will make full use of the available water depth and existing marine structures ("resources") available at that property. The following two sections provide an assessment of available resources for waterfront property in the Harbor and guidelines for future waterfront property re-use, based on the presence of available resources.

property. The depth of water accessible from the property can best be expressed by the maximum draft vessel that can be accommodated by the property, which is shown by the color coding of each property.

3.1.2 Guidelines for Future Waterfront Property Re-Use

Based on the resources (maximum draft vessel accommodated at the property as well as existing marine structures) available for each property, the Commission has placed properties into the following categories, summarized in Table 2 and shown on Figure 11:

- **Deep-Water Accessible** – These properties have adjacent water depths of between 16 and 35 feet. These properties can accommodate vessels that require deep-water access (such as vessels that service the shipping, manufacturing, cruise ship, ferry-boat, power generation, shipbuilding and repairing industries).
- **Mid- to Deep-Water Accessible** - These properties have adjacent water depths of between 7 and 15 feet. These properties can accommodate vessels that require mid- to deep-water access (such as shallower-draft vessels that service the shipping and manufacturing industries, as well as marinas or yacht clubs that service deep-draft vessels).
- **Mid- to Shallow-Water Accessible** - These properties have adjacent water depths that are between 2 and 6 feet. These properties can accommodate vessels that require mid- to shallow- water access (such as recreational boats or very shallow-draft barges).
- **Natural Resource** – These properties have adjacent water depths that are between 0 and 1 foot. These properties contain or are adjacent to either a natural resource or a public recreational resource that is considered valuable to the City of Bridgeport and the State of Connecticut. Future commercial or industrial development of these properties will be discouraged by the Commission. Nevertheless, the Commission continues to support the riparian rights of residential land owners to make minor improvements to their properties for water-dependent recreational uses. Additionally, City of Bridgeport improvements (such as walkways or educational kiosks) made in order to enhance the recreational value of these areas are also supported.

The Commission proposes to use the categories listed above to guide future investment in and redevelopment of waterfront properties in the Harbor. The Commission will attempt to ensure that each new proposal makes appropriate and practical use of the available resources at the property, as listed above. Consistent with state policies, this guidance reflects a preference for improvement and continued maritime use of areas previously dredged and altered for water-dependent activities and discourages significant alteration of areas whose natural resources have not been previously disturbed. Additionally, this guidance is not intended to restrict additional improvements for properties that have been previously dredged and altered for water-dependent activities; such improvements will be reviewed by the Commission on a case-by-case basis.

3.1.3 Proposed "Deep Water Access Zone"

Based on the categories outlined above, the Commission has recognized that some waterfront properties located in the Harbor accommodate deep-water access (or mid- to deep-water access) that is of limited supply in the Harbor and in the State of Connecticut. Due to its limited supply, the Commission recommends that these areas be deemed a "Deep Water Access Zone." The recommended Deep Water Access Zone will be primarily reserved for future water-dependent uses that make full use of the available water depth and existing marine structures available at that property. The Commission has shown the Deep Water Access Zone properties in Table 2 and shown these properties on Figure 12.

The Commission recognizes that economic conditions, market demands and other factors will impact the use of deep-water sites within the harbor. Use of the harbor for commercial shipping has diminished significantly over the course of the last decade. The Commission would encourage mid-water dependent uses within the Deep Water Access Zone provided that such mid-water uses do not eliminate the possibility of deep-water use, either on a shared basis with the mid-water use or exclusively. The Commission finds that the benefits of keeping Waterfront Property available for non-deep-water uses outweigh the non-use of deep water, particularly where deep water access is not entirely eliminated and where such non-use could result in non-water dependent usage." This change is necessary because economic conditions should not be ignored. The actual use of property should primarily be determined by the market. If commercial shipping (or another deep water use) cannot sustain a water front property, then the next best alternative is a water dependent use that keeps open the possibility of deep water access while utilizing the property for water dependent purposes. Failing that, it is possible that non-water uses, such as housing, could dominate the waterfront.

The attached proposed revisions to the Bridgeport Harbor Management Plan approved by the State of Connecticut Department of Energy and Environmental Protection dated 17 September 2013 have been reviewed and approved by the undersigned

Bridgeport City Council
Mr. Thomas McCarthy - President

Signature

Date

William Finch
Mayor – City of Bridgeport, Ct.

Signature

Date

Attest:
Fleeta Hudson
City Clerk – City of Bridgeport, Ct.

Signature

Date

Cc : P. Holecz – Harbor Comm.
H/M Palumbo
Mayor Finch
Bpt. City Council
Mr. D. Kooris – OPED
Mr. J. Gaucher – DEEP
F. Hudson – City Clerk
Harbor Commission
M. Klimas - BPA
W. Coleman - OPED

The red type is the addition.

1.0 Introduction

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The harbor of the City of Bridgeport has specific strengths that benefit the citizens of the City as well as the citizens of the State of Connecticut:

- **Deep Water Port** - Property that is deep-water accessible is of limited supply in the State of Connecticut; Bridgeport is one of three deep-water ports in the state. Thus, it is in the best interests of the citizens of the City of Bridgeport and of the citizens of the State of Connecticut to continue to utilize harbor property that accommodates mid to deep-water uses for deep-water facilities.
- **Transportation Center** – Bridgeport lies at the intersection of frequent bus, train and ferry routes. Additionally, Interstate 95 runs through the center of the city. This confluence of transportation lines is a great asset to the city;
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- **Water-Dependent and Shoreline Recreation** – Bridgeport contains a large number of marinas and yacht clubs, which house hundreds of boats for citizens of the City and of the State. Bridgeport also contains some of the best harbor-side parkland in the State of Connecticut. Both water-dependent and shoreline recreation provide a benefit to both the citizens of the City of Bridgeport and the State of Connecticut;
- **Shellfishing** - The City of Bridgeport has always had a shellfishing industry that has benefited the City of Bridgeport and the State of Connecticut;
- **Marine Ecosystem** – The territorial waters of Bridgeport and adjacent lands contain a large, although impacted, marine ecosystem that is a part of the greater Long Island Sound ecology. It is in the best interests of the citizens of the City of Bridgeport, the State of Connecticut, and the greater region to protect and restore marine resources in the Harbor.

Incorporate these changes including the blue-font into the approved draft to be forwarded to the Mayor and City Council for approval.

Red font = OPED-Requested Changes

Blue font = DEEP recommended changes

3.1 Assessment of Available Resources for Waterfront Property and Guidelines for Future Waterfront Property Re-Use

As stated earlier, the Commission is concerned that Waterfront Property currently used for deep-water uses, may be utilized for non-deep-water uses in the future. The Commission is aware that in some instances Waterfront Property that has been used for deep-water uses or maybe suitable for deep-water uses, may have to be shared with other **water-dependent-uses** that may not require deep-water access, but that may require mid-water access. This sharing would help to avoid development of Waterfront Property ~~for~~ **with** non-water dependent uses. This proposed modification also helps to ensure that such deep-water access is not “permanently” used for non-deep-water (or mid-water) use.”

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The underlined sentence is to be omitted. The red type is the new sentence.

3.1.2 Guidelines for Future Waterfront Property Re-Use

Based on the resources (maximum draft vessel accommodated at the property as well as existing marine structures) available for each property, the Commission has placed properties into the following categories, summarized in Table 2 and shown on Figure 11:

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Proposed HMP Amendments

From : Gaucher, John

To : pholecz@sbcglobal.net

Monday, September 16 at 3:29 PM

1 Attachment

12.5KB

Save to doc : minor text changes to proposed amendment.docx

12KB

Save

Pete,

Please see the attached suggested minor text revisions for the Commission to consider. These suggested changes are to provide additional clarification to the original language or to correct several typos. Their adoption is optional and would not require any additional approval or administrative process.

Let me know when you plan to hold a public meeting regarding the proposed changes or if you have any questions. Thanks.

John Gaucher
Environmental Analyst 3
Office of Long Island Sound Programs
79 Elm Street
Hartford, CT 06106

Phone 860.424.3660
fax 860.424.4054



79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

September 17, 2013

Bridgeport Harbor Management Commission
c/o Mr. Peter Holecz, Chairman
474 Courtland Ave.
Bridgeport, Ct. 06605

RE: Bridgeport Harbor Management Plan Amendments to Sections 1.0, 3.1, 3.1.2, & 3.1.3

Dear Commissioners:

This letter is to notify you that the Department of Energy and Environmental Protection has approved the above-referenced amendments to Bridgeport's Harbor Management Plan. This approval is based on our determination that the plan revisions are consistent with the policies and standards of the Connecticut Harbor Management Act [CGS §§22a-113k through 22a-113t], and the Connecticut Coastal Management Act [CGS §§22a-90 through 22a-112]. However, formal approval does not constitute approval or endorsement of any specific activity or proposal contained in the plan that requires authorization from the DEEP.

Upon the City's adoption of the plan revisions, we will consider the changes to the plan to be in effect in accordance with CGS §22a-113n(b) and will evaluate all regulated activities and development proposals for consistency with the plan as approved. However, any substantive changes to the plan made in response to comments raised during the City's review and adoption process must also be submitted for our approval prior to final adoption by the City. After formal adoption by the City, please forward three copies of the final plan to this Office for our files.

Thank you for coordinating with this Office to amend Bridgeport's Harbor Management Plan. If you have any questions concerning this letter or if we can be of additional assistance, please contact John Gaucher of this office at 860.424.3660.

Sincerely,


Betsey Wingfield
Bureau Chief
Bureau of Water Protection and Land Reuse

BW/JG/j

cc: Michael Walsh, U.S. ACOE
Charles Beck, DOT/Aviation and Ports
Mark Johnson, DEEP, Bureau of Natural Resources, Division of Inland Fisheries
Bob Hust, DEEP, Planning & Standards Division
Tim Delgado, DEEP Boating Division
David Carey, Bureau of Aquaculture
John Gaucher, DEEP, OLISP, Coastal Planning
Susan Jacobson, DEEP, OLISP, Permitting and Enforcement



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7760
FAX: (203) 576-3879

DAVID M. KOORIS
Director

MICHAEL P. NIDOH
Director of Planning

BILL FINCH
Mayor

COMM. #161-12 Ref'd to Public Safety & Transportation on 10/07/2013.

September 25, 2013

City Council
of the City of Bridgeport
c/o City Clerk's Office, City Hall
45 Lyon Terrace
Bridgeport, Ct 06604

Re: Petition / Application for Discontinuance of Various City Streets

Dear City Councilpersons:

As Directors of Public Facilities and the Office of Planning and Economic Development we hereby propose discontinuance of the following City streets:

Morris Street (East of Bostwick Avenue)
California Street
Pierpont Street
Maiden Lane
Pembroke Avenue (South of Stratford Avenue and between Stratford Avenue and Ann Street)
East Main Street (South of Stratford Avenue)
Hough Avenue

Attached are copies of back-up informational packets for each of the seven (7) locations which include: topographical maps, GIS aerial views and site photos. Kindly include this correspondence on the October 7, 2013 City Council Agenda for Referral to the Public Safety & Transportation Committee, as well as to the City's Planning & Zoning Commission for its review and report pursuant to Conn. Gen. Statutes Sec. 8-24.

Thank you for your assistance in this matter.

Sincerely,

Charles Carroll
Dir. of Public Facilities

David Kooris
Dir. Of OPED

Cc: Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Keith Rodgerson, OPED Project. Coordinator

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2013 SEP 25 P 3:34

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISCONTINUANCE OF MORRIS STREET (EAST OF BOSTWICK AVENUE), CALIFORNIA
STREET, PIERPONT STREET, MAIDEN LANE, PEMBROKE AVENUE (SOUTH OF STRATFORD AVENUE AND
BETWEEN STRATFORD AVENUE AND ANN STREET,) EAST MAIN STREET (SOUTH OF STRATFORD
AVENUE) AND HOUGH AVENUE FOR THE PURPOSE OF DEVELOPMENT, TAX REVENUE, AND
ABDICATION OF LIABILITY AND MAINTENANCE.**

WHEREAS, the City of Bridgeport ("City") desires to discontinue Morris Street (East of Bostwick Avenue), California Street, Pierpont Street, Maiden Lane, Pembroke Avenue (South of Stratford Avenue and between Stratford Avenue and Ann Street,) East Main Street (South of Stratford Avenue) and Hough Avenue for the purpose of development, tax revenue, and abdication of liability and maintenance; and

WHEREAS, the Office of Planning & Economic Development ("OPED"), in conjunction with the Department of Public Facilities ("DPF"), has been charged with processing the City's petition regarding this street abandonment; and

WHEREAS, OPED has sought a C.G.S. Sec. 8-24 Report on the proposed street abandonment from the Bridgeport Planning & Zoning Commission that will meet on October 15, 2013 to issue said report; and

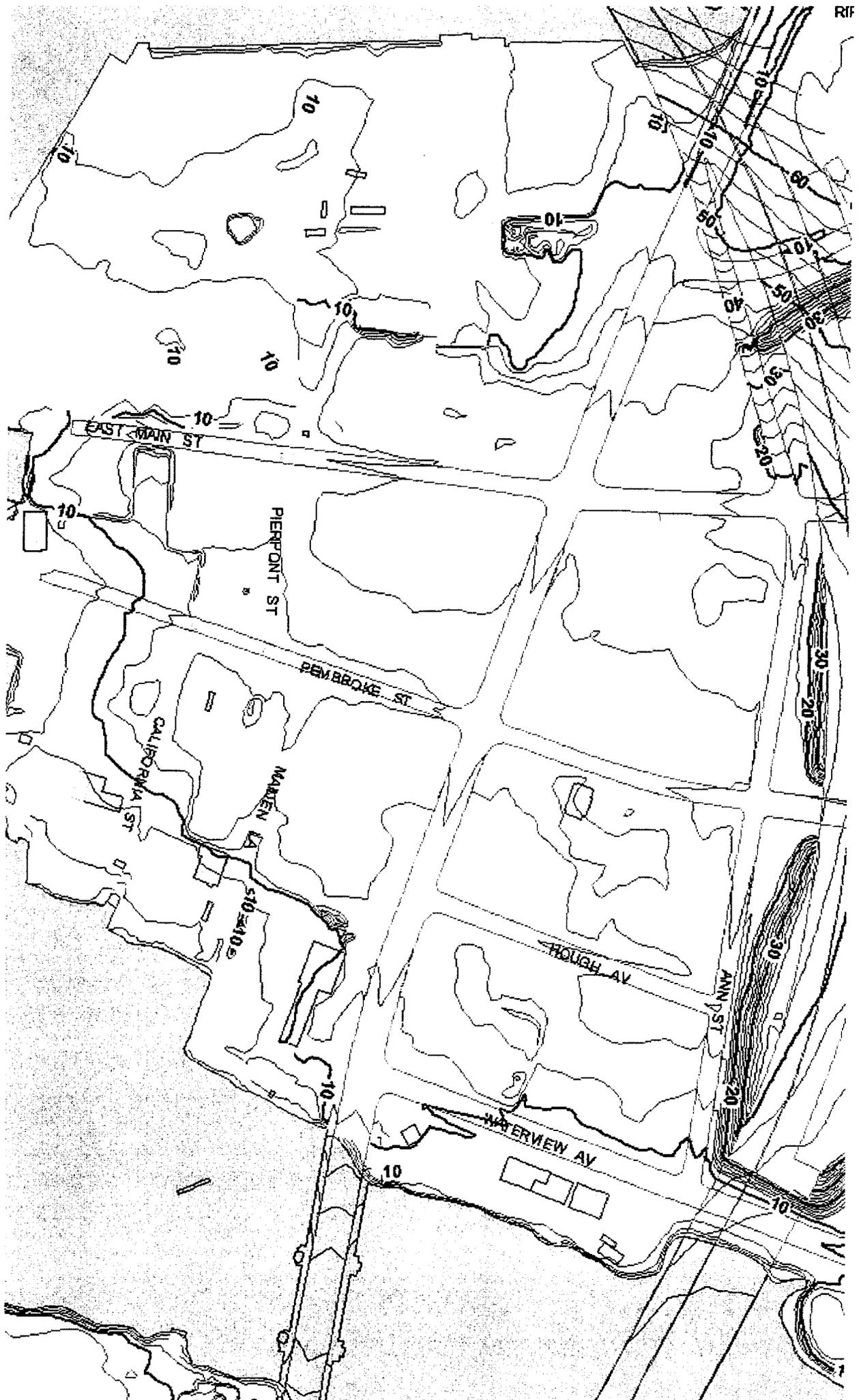
WHEREAS, the anticipated benefits resulting from the proposed street abandonment are in the best interests of the residents of the City of Bridgeport; Now, Therefore, be it

RESOLVED, that the Bridgeport City Council hereby approves the street abandonment of the portion of Shell Street as described above and that the Mayor or his designee is further authorized to execute any and all documentation necessary to comply with the intent of this resolution.

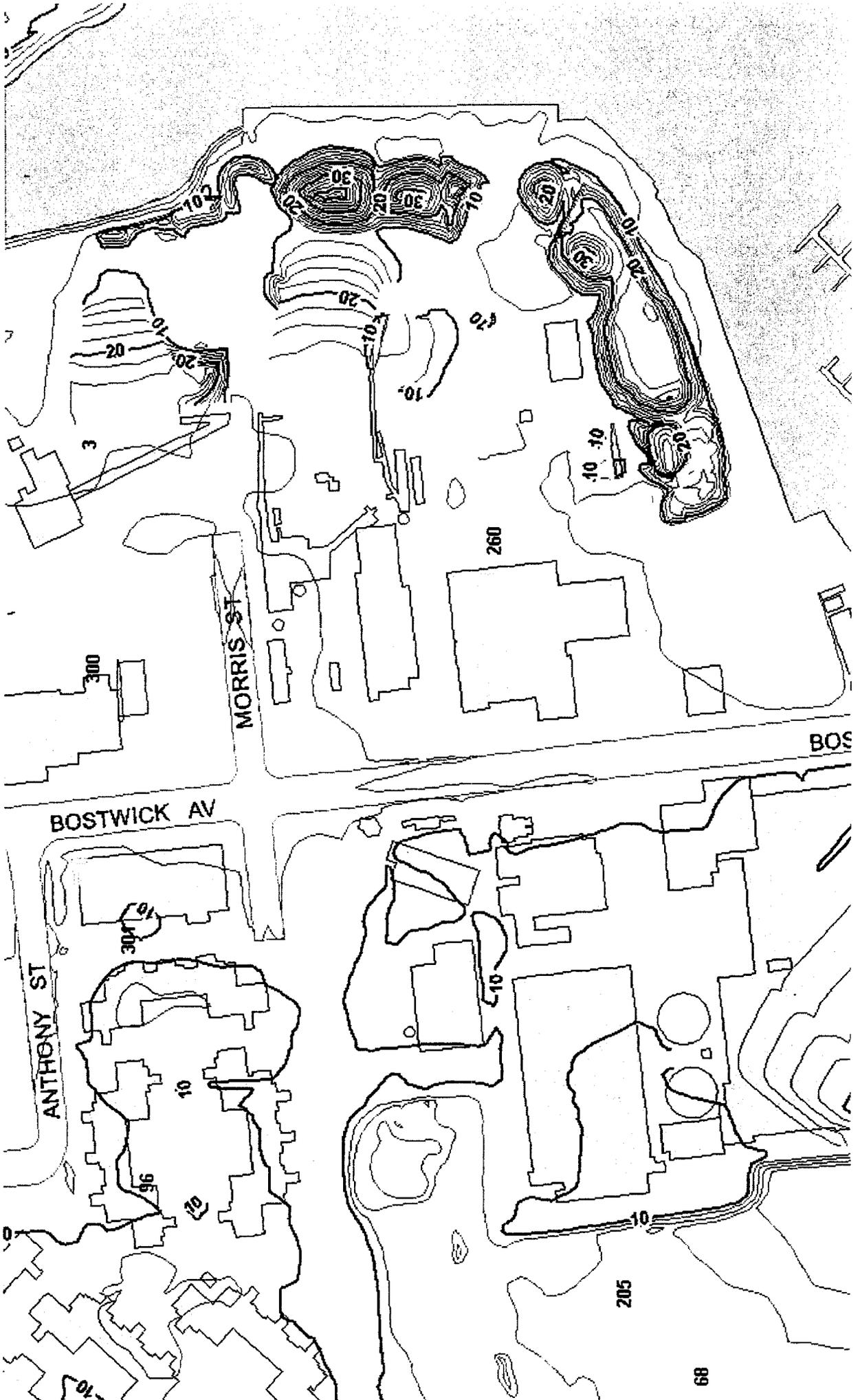
BE IT FURTHER RESOLVED, that the Bridgeport City Council refers this item to the Board of Appraisal, Benefits and Damages for final disposition of the assets.

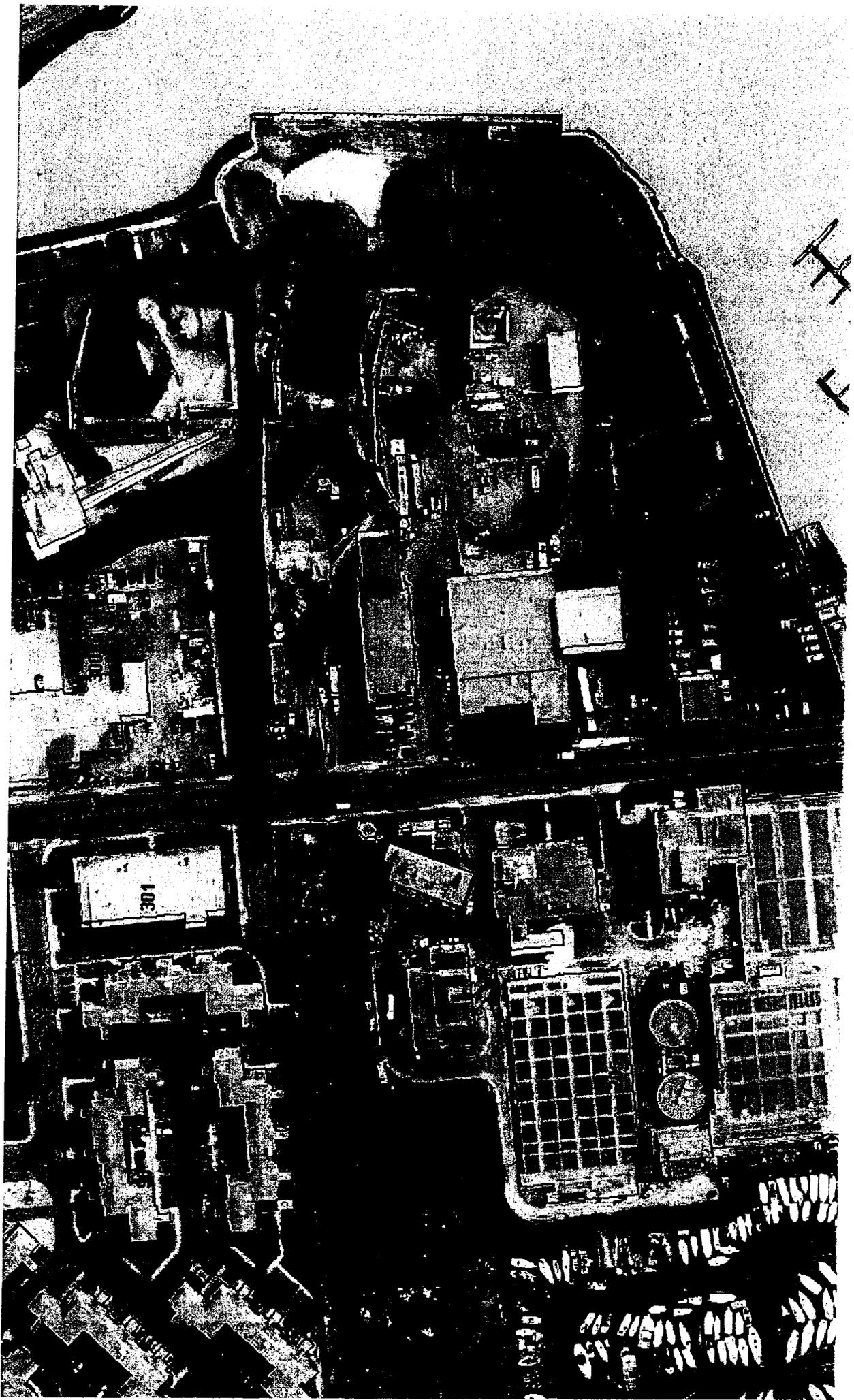
ATTEST
CITY CLERK _____

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2013 SEP 26 P 3:41











OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

ROBERT KENNEDY
Deputy Director Public Facilities

THEODORE GRABARZ, AIA, ASLA
*Director of Sustainability &
Deputy Director Public Facilities*

JORGE J. GARCIA
Deputy Director Public Facilities

BILL FINCH
Mayor

Comm. #164-12 Referred to Contracts Committee on
10/7/2013

Hand Delivered

October 2, 2013

Fleeta C. Hudson
City Clerk
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

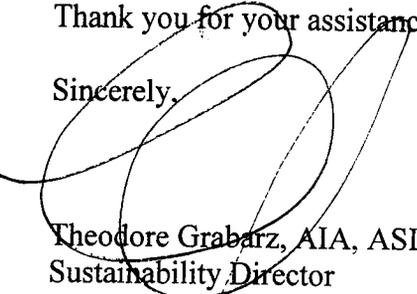
Re: Power Purchase Agreement for Solar Photo-Voltaic Electric Generation in the City of Bridgeport, CT at the Water Pollution Control Authority (East Side), Public Facilities Complex, Barnum and Waltersville Schools, Jettie Tisdale School, High Horizons Magnet School (JFK Campus)

Attached please find the above referenced resolution and agreement regarding the Power Purchase Agreement for Solar Photo-Voltaic Electric Generation in the City of Bridgeport, CT at the Water Pollution Control Authority (East Side), Public Facilities Complex, Barnum and Waltersville Schools, Jettie Tisdale School, High Horizons Magnet School (JFK Campus).

I am requesting this matter to be placed on the City Council Agenda, Monday, October 7, 2013 to be referred to Contracts Committee.

Thank you for your assistance. If you have any questions or concerns please contact me.

Sincerely,


Theodore Grabarz, AIA, ASLA
Sustainability Director
Deputy Director of Public Facilities

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CITY CLERK'S OFFICE
2013 OCT -2 P 4:01
ATTEST
CITY CLERK

**A Resolution by the Bridgeport City Council
Regarding the Power Purchase Agreement for Solar Photo-Voltaic Electric Generation
in the City of Bridgeport, CT at the Water Pollution Control Authority (East Side), Public
Facilities Complex, Barnum and Waltersville Schools, Jettie Tisdale School, High Horizons
Magnet School (JFK Campus)**

WHEREAS, the Mayor through his BGreen 2020 Sustainability Program, Mayors Executive Order of 2008, Green House Gas Reduction Goals of 2009, and Energy Strategy of 2010, the City of Bridgeport (“City”) seeks to become the national leader in renewable energy development in order to inspire future economic development within the City, through energy security by locking-in future energy savings to reduce energy cost fluctuation over the long term in a sustainable way; and

WHEREAS, SolarCity Corporation will provide funding arrangements and design considerations to develop solar generated energy and to serve as a model and encouragement for other future installations in the public and private sectors (“Project”) at the Port Authority building on Seaview Avenue to service the Water Pollution Control Authority (East Side); Public Facilities Complex; Barnum and Waltersville Schools; Jettie Tisdale School; and the John F. Kennedy Campus (“Sites”); and

WHEREAS, SolarCity Corporation will finance, design and build this project at no cost to the City of Bridgeport. The payment arrangement will be that of a power purchase agreement(s) for the sites substantially in the form attached hereto and made a part hereof; and

WHEREAS, a power purchase agreement(s) (“PPA”) are simple long-term agreements (20 years) permitting SolarCity Corporation to design, install, own, and operate a solar system on the roof or land of a host client, which in this case is the City and the Port Authority. In turn, the end user agrees to purchase all of the energy produced from that system over the life of the contract. Additional benefits of a PPA include:

- NO upfront capital or bonding costs required;
- Electricity price certainty with stated and defined PPA rates;
- No annual operating and maintenance costs;
- Free real time monitoring of the system’s production and 24 hour response time to any emergency;
- No predevelopment, construction or permitting risks;
- No escalator to the PPA price; and
- Solar curriculum and display kiosk donated to BOE for educational and informational purposes.

NOW, THEREFORE BE IT RESOLVED, the Mayor is authorized, upon approval by the Office of the City Attorney, to execute PPAs with SolarCity Corporation for the sites where the PPAs are substantially in the form attached hereto and made a part hereof, and such other necessary and appropriate actions to further the Project.



Solar Power Purchase Agreement (Commercial)

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

| | | | |
|--------------------|--|------------------|--|
| Purchaser: | | Seller: | |
| Name and Address | Water Pollution Control Authority, City of Bridgeport 695 Seaview Ave. Bridgeport, CT 06604 Attention: Bill Robinson | Name and Address | SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Legal Department |
| Phone | | Phone | (650) 638-1028 |
| Fax | (203) 576-7005 | Fax | (650) 638-1029 |
| E-mail | Bill.robinson@bridgeportct.gov | E-mail | Contracts@solarcity.com |
| Facility Ownership | Purchaser owns the Facility | | Contractor’s License Numbers CT: HIC 0632778 |

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in Exhibit 2 (the “**System**”) and installed at the Purchaser’s facility described in Exhibit 2 (the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1 Pricing Attachment
- Exhibit 2 System Description, Delivery Point and Premises
- Exhibit 3 Reserved.
- Exhibit 4 General Terms and Conditions *(Revised January 17, 2013)*

Purchaser: Water Pollution Control Authority, City of Bridgeport, CT

Property Owner: Bridgeport Port Authority

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

SolarCity Corporation

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Exhibit 1
Pricing Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes Accrue to Seller.**
4. **Contract Price:**

| Contract Year | \$/kWh |
|----------------------|---------------|
| 1 | \$0.0550 |
| 2 | \$0.0550 |
| 3 | \$0.0550 |
| 4 | \$0.0550 |
| 5 | \$0.0550 |
| 6 | \$0.0550 |
| 7 | \$0.0550 |
| 8 | \$0.0550 |
| 9 | \$0.0550 |
| 10 | \$0.0550 |
| 11 | \$0.0550 |
| 12 | \$0.0550 |
| 13 | \$0.0550 |
| 14 | \$0.0550 |
| 15 | \$0.0550 |
| 16 | \$0.0550 |
| 17 | \$0.0550 |
| 18 | \$0.0550 |
| 19 | \$0.0550 |
| 20 | \$0.0550 |

Includes ACH invoicing. **If manual invoicing is required**, a \$25 handling charge will be added to each invoice.

5. **Condition Satisfaction Date:** November 15, 2013
6. **Anticipated Commercial Operation Date:** August 15, 2014
7. **Outside Commercial Operation Date:** October 1, 2014
8. **Rebate Variance.** All prices in this Agreement are calculated based on a successful 2013 Medium ZREC Bid. If Bid is unsuccessful, prices will be adjusted pro-rata to reflect the actual rebate received.

Exhibit 2

System Description, Delivery Point and Premises

1. **System Location:** 837 Seaview Avenue, Bridgeport, CT 06610
2. **System Size (DC kW):** 319.00
3. **Expected First Year Energy Production (kWh):** 356,323
4. **Expected Structure:** Rooftop
5. **Expected Module(s):**

| <u>Manufacturer/Model</u> | <u>Quantity</u> |
|---------------------------|-----------------|
| Trina 290 | 1,100 |

6. **Expected Inverter(s):**

| <u>Manufacturer/Model</u> | <u>Quantity</u> |
|---------------------------|-----------------|
| Solectria SGI 300kW | 1 |

7. **Includes:**

SolarCity Limited Warranty, installation of a solar energy system (includes: design, engineering, permitting, installation, monitoring, rebate application and paperwork processing for solar energy system).

8. **Excludes:**

Unforeseen **groundwork** (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to customer or utility electrical infrastructure, payment bonds, performance bonds, tree removal, tree trimming, the payment of prevailing wages (i.e. prevailing wages not required).

9. **Delivery Point and Premises:** SolarCity shall attach a schematic that contains the:

- (i) Facility;
- (ii) array;
- (iii) Delivery Point; and
- (iv) access points needed to install and service System (bldg access, electrical room, stairs etc.)

WATEWATER TREATMENT PLANT

SYSTEM SIZE: 319 KW DC
 SITE ADDRESS: 837 SEAVIEW AVE
 BRIDGEPORT, CT 06610

DATE: 5/22/13
 MODULE: TRINA 290

INVERTER: (1) SOLECTRA SGI 300KW

DESCRIPTION:
 PV ARRAY
 STANDING SEAM MOUNTED ARRAY
 STRINGS OF 11 PANELS
 PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

ARRAY INFORMATION

| MOUNTING METHOD | MODULE COUNT | TILT | AZIMUTH | KW DC |
|-----------------|--------------|------|---------|--------|
| STANDING SEAM | 755 | 5 | 258 | 218.95 |
| STANDING SEAM | 345 | 5 | 78 | 100.05 |
| | | | | |
| | | | | |
| | | | | |

GENERAL NOTES

- SEE SHEET 10 FOR ARRAY LAYOUT.
- SEE SHEET 11 FOR ELECTRICAL LAYOUT.
- SEE SHEET 12 FOR INVERTER LAYOUT.
- SEE SHEET 13 FOR RACK LAYOUT.

LEGEND

- PV ARRAY AREA
- ELECTRICAL LAYOUT
- INVERTER LAYOUT
- RACK LAYOUT

SHEET NOTES

- SEE SHEET 10 FOR ARRAY LAYOUT.
- SEE SHEET 11 FOR ELECTRICAL LAYOUT.
- SEE SHEET 12 FOR INVERTER LAYOUT.
- SEE SHEET 13 FOR RACK LAYOUT.

- PV ARRAY AREA
- ELECTRICAL LAYOUT
- INVERTER LAYOUT
- RACK LAYOUT

3055 Clearview Way
 San Mateo, CA 94402
 (888)-SOL-CITY (782-2455)
 www.solacity.com

\\Library\Drawings\EC_Hess_Backup.dwg

Exhibit 3

Reserved

DRAFT

Exhibit 4

Solar Power Purchase Agreement General Terms and Conditions

Revised January 17, 2013

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point for the Term taking into consideration existing building conditions and expected reasonable wear and tear. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the Utility. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
 - b. **Additional Terms.** If Purchaser has not exercised its option to purchase the System by the end of the Initial Term, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
 - c. **Taxes.** Currently, the Purchaser is tax exempt. Should Taxes be assessed from which Purchaser is not exempt, Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric

distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser due to the action or omission of Seller. For purposes of this Section 4(d), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the Prime Rate (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

"**Tax Credits**" means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

a. **Conditions to Seller's Obligations.**

Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion by the Seller of a physical inspection of the Facility and the property upon which the Facility is located (the "**Premises**") including, if applicable, geotechnical work, structural integrity analysis, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System for the Term;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties. "**Construction Agreement**" as used in this subsection means an agreement between SolarCity and a subcontractor to install the System;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt by Seller of all necessary zoning, land use and building permits;
- v. Execution by Seller of all necessary agreements with the Utility for interconnection of the System to the Utility's electric distribution system; and
- vi. Prior to Seller commencing construction and installation of the System, Purchaser shall give Seller proof of insurance for all insurance required to be maintained by Purchaser under this Agreement.

b. **Conditions to Purchaser's Obligations.**

- i. Purchaser's obligations under this Agreement are conditioned on the occurrence of the Commercial Operation Date for the System on or before the Outside Commercial Operation Date (See **Exhibit 1**).

c. **Failure of Conditions.**

If any of the conditions listed in subsections a or b above are not satisfied by the applicable dates specified in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the parties are unable to negotiate new dates then the Party that has not failed to meet an obligation may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

7. **Seller's Rights and Obligations**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any zoning, land use and building permits required to construct, install and operate the System; and
- ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement or the Site Lease (if applicable). Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. If a list of pre-approved contractors and subcontractors is desired, such list shall be scheduled on an appendix to this Exhibit. All contractors and subcontractors, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- h. **Separate Warranty.**
- i. The Limited Warranty that SolarCity will provide to Purchaser is a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement under the Limited Warranty and will not affect Purchaser's obligations under this Agreement.
- ii. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. **Purchaser's Rights and Obligations.**

- a. **Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Purchaser's electric system at the Facility and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of

the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party. Purchaser agrees that Seller, upon request to Purchaser, may record a memorandum of license in the land records respecting the License in form and substance reasonably acceptable to the Parties. Notwithstanding the foregoing, Seller will use all commercially reasonable efforts to not interfere through access or excessive noise during construction with the operation purpose and function of the Facility or the Premises.

- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the local utility grid at all times and will not permit cessation of electric service to the Facility from the local utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which may adversely affect the operation and maintenance of the System without Seller's prior written consent, which shall not be unreasonably delayed, withheld or conditioned, but in any event, Seller shall respond within thirty (30) days of the request from Purchaser. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. For avoidance of doubt, the forty-eight (48) hour period shall include all Scheduled Outage hours allowed under any of the terms of this Agreement, including those undertaken pursuant to Section 8(d).
- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 7.h.i(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (A) any material malfunction in the operation of the System; or (B) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (A) an interruption in the supply of electrical energy from the System; or (B) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

If Purchaser ceases to conduct business operations at and/or vacates the Facility or is prevented from operating the System at the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also provide any new Purchaser, owner, lessor or mortgagee consents or releases required by Seller or Seller's Financing Parties in connection with the substitute facility. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during the period of time the System is not in operation due to the relocation and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Seller shall remove the System from the vacated Facility prior to the

termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Measurement.

Electricity delivered to the Facility shall be measured by the SolarGuard monitoring system installed and maintained by Seller as part of the System.

13. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "Defaulting Party" and each event of default shall be a "Default Event":
- (1) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within fifteen (15) days following receipt of written notice from the other Party (the "Non-Defaulting Party") of such failure to pay ("Payment Default");
 - (2) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (i) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse affect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - (3) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - (4) Purchaser loses its rights to occupy and enjoy the Premises;
 - (5) a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within ninety (90) days); or
 - (6) Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

- (1) Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.
- (2) Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to System Installation a \$5,000 design cancellation fee shall also apply in addition to any other remedy available to Seller.
- (3) Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
 - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (i) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System value; and (B) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (C) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (D) other financing and associated costs not included in (A), (B) and (C), (ii) the net present value of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (iii) removal costs as provided in Section 13(b)(3)(C) and (iv) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
 - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (i) the present value (using a discount rate of 9.5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
 - C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. **Representations and Warranties.**

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:

- (1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- (2) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

- (1) **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- (2) **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- (3) **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- (4) **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- (5) **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.
- (6) **Oregon Only:** The electricity generated by the System will be used solely for commercial and business purposes. No portion of the electricity generated will be used for personal, family, household or agricultural purposes.

15. **System and Facility Damage and Insurance.**

a. **System and Facility Damage.**

- (1) **Seller's Obligations.** If the System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System "AS-IS" at the greater of (A) then current fair market value of the System and (B) the sum of the amounts described in Section 13.b(3)A)(i) (using the date of purchase to determine the appropriate Contract Year) and Section 13.b(3)A)(iii).

- (2) **Purchaser's Obligations.** If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (i) to restore the Facility or (ii) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

- b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:
- i. **Seller's Insurance.** Seller shall maintain (i) property insurance on the System for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) business automobile liability insurance with coverage of at least \$1,000,000 combined single limit, (iv) employer's liability insurance with coverage of at least \$1,000,000 and (v) workers' compensation insurance as required by law.
 - ii. **Purchaser's Insurance.** Purchaser is self-insured, and shall, upon execution of this Agreement and upon the Provider's request thereafter, deliver to Provider a letter of self-insurance or similar evidence of current Provider insurance.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller shall file such disclaimer. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the sixth (6th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. The "Fair Market Value" of the System shall be determined by mutual agreement of Purchaser and Seller; provided, however, if Purchaser and Seller cannot agree to a Fair Market Value within thirty (30) days after Purchaser has exercised its

option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties; provided that in no event shall the Fair Market Value be less than the aggregate of the amounts calculated under Sections 13(b)(3)(A)(ii) and (iv) as of the date of System title transfer. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
- i. “**Hazardous Substance**” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is

restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.
- ii. **Actual Damages.** Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure.**

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred (100) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, but prior to Commercial Operation Date, assign this Agreement to a Special Purpose Entity established for the purposes of securing financing for the construction of the System, of which Seller shall at all times be an owner or a member. Following Commercial Operation, Seller may, without the prior written consent of Purchaser (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Financing Party, (ii) directly or indirectly assign this Agreement to an affiliate of Seller, (iii) assign this Agreement to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all

of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("**Financing Parties**") in connection with the installation, construction, ownership, operation and maintenance of the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. The Parties also agree that Seller may assign this Agreement to the Financing Parties as collateral, and in connection with any such assignment, Purchaser agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed under applicable law, pursuant to applicable public disclosure statutes, or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and

each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. General Provisions

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in San Francisco, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the Parties as follows:

| | |
|--|---|
| <p>If to Purchaser:</p> <p>City Attorney Office of the City Attorney 999 Broad St. Second Floor Bridgeport, CT 06604 Fax: (203)576-8282 Email: lisa.trachtenburg@bridgeportct.gov</p> | <p>Utilities Manager City of Bridgeport 999 Broad St. Second Floor Bridgeport, CT 06604 Fax: (203)576-3957 Email: john.cottell@bridgeportct.gov</p> |
| <p>Property Owner Contact Information:</p> <p>Bridgeport Port Authority 330 Water St. Bridgeport, CT 06604 Fax: (203) 576-7817 E-mail: Martha.klimas@bridgeportct.gov</p> | <p>Department/Division Customer:</p> <p>Water Pollution Control Authority 695 Seaview Ave. Bridgeport, CT 06604 Fax: (203) 576-7005 E-mail: bill.robinson@bridgeportct.gov</p> |
| <p>Bridgeport Port Authority 330 Water St. Bridgeport, CT 06604 Fax: (203) 576-7817 Email: Andrew.Nunn@bridgeportct.gov</p> | <p>City of Bridgeport 999 Broad Street Bridgeport, CT 06604 Attention: Mayor William Finch</p> |
| <p>If to Seller:</p> <p>SolarCity Corp. 3055 Clearview Way San Mateo, CA 94402 Attn: Legal Department contracts@solarcity.com Fax: (650) 638-1029</p> | |

Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7(**Error! Reference source not found.**) (No Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- o. **Bonds.** Notwithstanding any language to the contrary in this Agreement and solely to the extent a performance and/or payment bond is being issued to Purchaser:
- p. **Bonding.**
- i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
 - ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.
 - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

End of Exhibit 4



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.# 165-12 Ref'd to ECD & Environment Committee on 10/7/2013.

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

October 2, 2013

RE: Acquisition of Redevelopment Properties in the East End

Dear City Clerk:

Attached please find a resolution authorizing the acquisition of certain properties in the Lower East End to further the neighborhood's redevelopment. This item is for referral to the Economic and Community Development and Environment Committee at its meeting of October 16th.

Sincerely,

Bill Coleman

Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

**A Resolution Authorizing the Acquisition of Certain Properties for Neighborhood
Redevelopment within the East End**

Whereas, per the request of the City's Office of Planning and Economic Development ("OPED"), the Lower East End Municipal Development Plan (LEEMDP) was approved by the Bridgeport Redevelopment Agency ("BRA") on September 12, 2000;

Whereas, on October 2, 2000, per OPED's request, the City Council adopted the LEEMDP for the renewal of the area;

Whereas, on November 7, 2005, the City Council adopted a resolution regarding the LEEMP, amending certain development rights granted under the LEEMP;

Whereas, in August 6 of 2012, per the request of the City's Office of Planning and Economic Development (OPED), the City Council referred Item #115-11 to its Economic and Community Development and Environmental Committee, said item referencing the Plan's call for the acquisition of various parcels within the area known as the "Civic Block" (bounded by Stratford Avenue, Central Avenue, Revere Street, and Newfield Avenue) so as to assemble the properties on this largely blighted block so as to reposition it for clean mixed-use development;

Whereas in July of 2013, the City Council authorized OPED to acquire 1216 Stratford Avenue from the Metropolitan Business Association;

Whereas in July of 2013, the City Council authorized OPED to accept by donation from the Bank of America the vacant property at 1196 Stratford Avenue;

Whereas, in September of 2013, the Bank of America withdrew its offer to donate the property at 1196 Stratford Avenue;

Whereas in August of 2013, the City Council authorized action leading to the donation to the City of 25 Revere Street;

Whereas OPED has acquired and is acquiring properties to further the ongoing redevelopment objectives of the Plan as it relates to the Civic Block, and wishes to take advantage of the availability of funding from the Neighborhood Stabilization Program ("NSP") to acquire other vacant NSP-eligible properties on the block so as to assemble a site of sufficient size for redevelopment;

Now therefore be it resolved that as per the objectives of the Lower East End Municipal Development Plan, as hereby renewed, the City's Office of Planning and Economic Development, or its development agency designee, the Bridgeport Redevelopment Agency, (hereby designated), is authorized to acquire by foreclosure, donation, deed in lieu of foreclosure, friendly acquisition, or by eminent domain, the following vacant properties using NSP funds: 1196 Stratford Avenue; 37 Revere Street; 45 Revere Street; 55 Revere Street; 67 Revere Street (collectively, the "Property," individually, the "Parcels");

Further be it resolved that the Mayor or the Director of OPED or their designee is authorized to execute all documents and do any and all things necessary to negotiate and conclude the acquisition of the Property or of Parcels within the Property in a manner consistent with this resolution.



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

BILL FINCH
Mayor

Comm.# 166-12 Ref'd to ECD & Environment Committee on 10/7/2013.

October 1, 2013

To: Fleeta Hudson
From: Renu Gupta *Renu Gupta*
Re: Resolution: State of Connecticut Historic Preservation Office Sandy Disaster Relief Grant for Historic Properties- Fayerweather Lighthouse Repair

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for Sandy Disaster Relief Grant from State Historic Preservation.

The grant, will provide for repairs at the Fayerweather Lighthouse .

Please feel free to call me at 576-7732 with any questions. Thank you.



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: State of Connecticut Historic Preservation Office Sandy Disaster Relief Grant for Historic Properties- Fayerweather Lighthouse Repair

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The funding from the grant will provide for the repairs at the Fayerweather lighthouse encountered due to hurricane Sandy

CONTRACT DATES:

TBD

PROGRAM GOALS AND OBJECTIVES

Repair the damage caused by hurricane Sandy at the Fayerweather Lighthouse.

IF APPLICABLE

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

Federal: TBD

State:

City:

Other:

Salaries/Benefits:

Telephone:

Staff Training:

Supplies:

Subcontracts: Yes _____ No X

WHEREAS, the State of Connecticut Historic Preservation Office is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through State of Connecticut Historic Preservation Office Hurricane Sandy Disaster Relief Grant for Historic Properties; and,

WHEREAS, funds under this grant will be used to assess and repair the damage caused by hurricane Sandy at the Fayerweather Lighthouse

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State of Connecticut Historic Preservation Office for funds to assess and repair the damage caused by hurricane Sandy at the Fayerweather Lighthouse

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the State of Connecticut Historic Preservation Office for funds to assess and repair the damage caused by hurricane Sandy at the Fayerweather Lighthouse

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State of Connecticut Historic Preservation Office Hurricane Sandy Disaster Relief Grant for Historic Properties and to provide such additional information and to execute such other contracts and documents as maybe necessary under 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

Comm.# 167-12 Ref'd to ECD & Environment Committee on 10/7/2013.

October 1, 2013

To: Fleeta Hudson
From: Renu Gupta *Renu Gupta*
Re: Resolution: USCM 2014 Childhood Obesity Prevention Program- Healthy Corner Store initiative Grant

The Central Grants Office seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions related to USCM 2014 Childhood Obesity Prevention Program for Healthy Corner Store initiative Grant.

The grant will improve fresh food access in the three identified food deserts in the City of Bridgeport.

Please feel free to call me at 576-7732 with any questions. Thank you.



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

**PROJECT TITLE: US Conference of Mayors 2014 Childhood Obesity Prevention Program-
Healthy Corner Store initiative Grant**

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The funding from the grant will improve fresh food access in 3 identified food deserts in Bridgeport by installing refrigeration at 5 corner stores and offering nutrition and cooking classes to children and families in the neighborhoods.

CONTRACT DATES:

TBD

PROGRAM GOALS AND OBJECTIVES

Improve fresh food access by installing refrigeration units at 5 corner stores and increasing nutrition knowledge of families.

IF APPLICABLE

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

Federal:

State:

City:

Other: \$120,000

Matching: CDBG- \$3000 for Façade improvement units

FUNDS REQUESTED

Salaries/Benefits: \$8000

Telephone:

Staff Training:

Supplies: \$40,000 for 5 refrigeration

Subcontracts: Yes X No

- \$20,000-Cooking Matters for nutrition classes
- \$52,000 for State and local farmers

WHEREAS, the US Conference of Mayors 2014 Childhood Obesity Prevention Program is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through US Conference of Mayors 2014 Childhood Obesity Prevention Program; and,

WHEREAS, funds under this grant will be used improve fresh food access by installing refrigeration units at 5 corner stores and increasing nutrition knowledge of families

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the US Conference of Mayors 2014 Childhood Obesity Prevention Program for funds to improve fresh food access by installing refrigeration units at 5 corner stores and increasing nutrition knowledge of families

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the US Conference of Mayors 2014 Childhood Obesity Prevention Program for funds to improve fresh food access by installing refrigeration units at 5 corner stores and increasing nutrition knowledge of families

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application the US Conference of Mayors 2014 Childhood Obesity Prevention Programs and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



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.# 168-12 Ref'd to ECD & Environment Committee on 10/7/2013.

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

September 25, 2013

RE: Option Agreement and Request for Public Hearing at Council Meeting of 10/21/13

Dear City Clerk:

Attached please find a resolution authorizing the City's entrance into an Option Agreement to transfer certain properties in the Transit Oriented Center of Downtown, so as to allow for the proposed construction of a commercial office complex. This item is for referral to the Economic and Community Development and Environment Committee.

Since the resolution contemplates the eventual disposition of City-owned property, I would also request that a Public Hearing be conducted by the City Council prior to any vote to approve or disapprove. But as this item requires consideration in 2013, I would ask that the City Council vote (at its meeting of October 7) to hold a public hearing on this item at its meeting of October 21.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

**A Resolution by the Bridgeport City Council
Authorizing Entry into an Option Agreement for
the Acquisition of 141 Stratford Avenue and 173 Stratford Avenue
for the Development of a Commercial Office Complex**

Whereas, the City of Bridgeport's Office of Planning and Economic Development ("OPED") has received a proposal from Information Communication Sciences LLC or its affiliate, (the "Developer") to develop a commercial office building to include a Data Center, Financial Services and Retail Space (the "Project") to be located on the following properties (individually to be known as the "Parcels," collectively, to be known as the "Property"):

141 Stratford Avenue
173 Stratford Avenue
Riparian Street (Abandoned Street)

Whereas, the Property is owned by the City of Bridgeport (the "City") following a tax foreclosure action;

Whereas, the Property faces environmental issues and will need to be remediated and the improvements demolished at an estimated cost of a least one million dollars;

Whereas, the Developer has also proposed to acquire with the Council's approval and develop approximately 190,000 square feet of commercial office space, at a cost of approximately \$27 million, on two nearby downtown parcels on Middle Street and Water Street, between Congress Avenue and Golden Hill Street now owned or to be owned by the City (the "Downtown Project");

Whereas, anticipating the success of the development of the Downtown Project, the Developer wishes to have room to expand onto the Property;

Whereas, the Developer therefore wishes to enter into an Option Agreement ("Option Agreement") for the Property;

Whereas, the City wishes to grant the Developer an option period within which to work with the City to perform environmental and pre-demolition diligence on the Property in anticipation of future development;

Whereas, the Option Agreement for the Property would run for three years, concurrent with the Downtown Project and would require that the Developer be proceeding per schedule on the development of the Downtown Project;

Whereas the Option Agreement would require two refundable payments of \$10,000 to be made at the first anniversary and the second anniversary of execution;

Whereas the Option Agreement shall stipulate that the Property be transferred for appraised value at the time of transfer upon the Developer's demonstration that it has all permits, approvals and financing suitable for the development of the Project;

NOW THEREFORE BE IT RESOLVED that the Mayor or the Director of OPED or their designee (the "City") is authorized to execute all documents and do any and all things necessary to negotiate and execute the Option Agreement and ultimate sale, lease, transfer, or disposition of the Property to the Developer or to its related entity, or to its successor or assign, in a manner consistent with this resolution.



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.# 169-12 Ref'd to ECD & Environment Committee on 10/7/2013.

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

September 25, 2013

RE: Disposition Item and Request for Public Hearing at Council Meeting of 10/21/13

Dear City Clerk:

Attached please find a resolution authorizing the disposition of certain properties in the East End for the development of an Urban Agricultural Center. This item is for referral to the Economic and Community Development and Environment Committee.

Since the resolution contemplates the disposition of City-owned property, I would also request that a Public Hearing be conducted by the City Council prior to any vote to approve or disapprove. But as this item requires consideration in 2013, I would ask that the City Council vote (at its meeting of October 7) to hold a public hearing on this item at its meeting of October 21.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

**A Resolution by the Bridgeport City Council
Authorizing the City of Bridgeport (the “City”) to Transfer By Ground
Lease Certain Properties in the East End for the Development of an
Agricultural Center**

Whereas, the City of Bridgeport’s Office of Planning and Economic Development (“OPED”) has received a proposal from Boot Camp Farms LLC (the “Developer”) to establish an Urban Agricultural Center in the East End of Bridgeport on the following properties (individually to be known as the “Parcels,” collectively, to be known as the “Property”):

405 Central Avenue
320 Eagle Street
318 Eagle Street
310 Eagle Street
89 Trowel Street
99 Trowel Street
119 Trowel Street

329 Central Avenue
343 Jefferson Street
353 Jefferson Street
359 Jefferson Street
369 Jefferson Street

Whereas, the Property is owned by the City of Bridgeport, except that in the case of four Parcels – 343, 353, 359, 369 Jefferson Street – such Parcels are owned by the State of Connecticut and are expected to be transferred to the City;

Whereas, the Developer proposes to invest approximately \$4 million in the development in phases of two 40,000 square foot greenhouses, along with the development of complementary community meeting space and retail-produce space (the “Project”);

Whereas, the City has received a grant award of approximately one-million dollars from the State of Connecticut Department of Economic and Community Development Brownfields Division (the “Grant”) to be used to implement the environmental remediation plan for the Property;

Whereas, OPED's budget estimates conclude that this Grant is sufficient to allow the City to meet its responsibilities as the Certifying Party under the Connecticut Transfer Act with respect to the environmental conditions on the Property;

Whereas, the Property, which has recently been appraised at a value of \$630,000, currently produces no revenue for the City;

Whereas, the City wishes to transfer the property via Ground Lease to the Developer on terms consistent with appraised value;

Whereas such transfer of the property shall take place only upon the Developer's demonstration that it has all permits and approvals and the required funding necessary to complete each phase of the Project;

NOW THEREFORE BE IT RESOLVED THAT the City is authorized to transfer the Property for the appraised value of \$630,000, to be paid in ten annual installments of \$63,000 each, with the first installment being due and payable upon the second anniversary of the execution of the Agreement transferring the Property;

BE IT FURTHER RESOLVED that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designee is authorized to execute all documents and do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property or of Parcels within the Property to the Developer or to its related entity, or to its successor or assign, in a manner consistent with this resolution.



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.# 170-12 Ref'd to ECD & Environment Committee on 10/7/2013.

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

September 25, 2013

RE: Disposition Item and Request for Public Hearing at Council Meeting of 10/21/13

Dear City Clerk:

Attached please find a resolution authorizing the disposition of certain properties in the Downtown North Redevelopment Area for the construction of a commercial office complex. This item is for referral to the Economic and Community Development and Environment Committee.

Since the resolution contemplates the disposition of City-owned property, I would also request that a Public Hearing be conducted by the City Council prior to any vote to approve or disapprove. But as this item requires consideration in 2013, I would ask that the City Council vote (at its meeting of October 7) to hold a public hearing on this item at its meeting of October 21.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

**A Resolution by the Bridgeport City Council
Authorizing the Disposition of Certain Properties in the Downtown
North Redevelopment Area for the Development of a Commercial
Office Complex**

Whereas, the City of Bridgeport's Office of Planning and Economic Development ("OPED") has received a proposal from Information Communication Sciences LLC or its affiliate, (the "Developer") to develop a downtown commercial office building complex to include a Data Center, Financial Services and Retail Space to be located on the following properties (individually to be known as the "Parcels," collectively, to be known as the "Property"):

190 Middle Street
196 Middle Street
208 Middle Street
230 Middle Street
240 Middle Street
254 Middle Street
274 Middle Street
30 Gold Street
54 Golden Hill Street
771 Water Street
797 Water Street

Whereas, the Property is owned by the City of Bridgeport, or its Redevelopment Agency, except that in the case of two Parcels, 30 Gold Street and 274 Middle Street, such Parcels are owned by the State of Connecticut and are expected to be transferred to the City;

Whereas, the Developer proposes to invest approximately \$30 million in the development of two office buildings to be developed in two phases over approximately three and a half years: the first one of approximately 120,000 square feet; the second of approximately 70,000 square feet (the "Project");

Whereas, the City wishes to transfer the property to the Developer for \$300,000 (the "Consideration") upon the Developer's demonstration that it has all permits and approvals and the required funding necessary to complete each phase of the Project;

Whereas the terms of the transfer would allow the Developer a credit against the Consideration for costs incurred by the Developer for environmental assessment and remediation up to \$300,000 and would thus space out the actual cash payment of the Consideration over a period of time anticipated not to exceed three years;

NOW THEREFORE BE IT RESOLVED that the Mayor or the Director of OPED or their designee (the "City") is authorized to execute all documents and do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property or of Parcels within the Property to the Developer or to its related entity, or to its successor or assign, in a manner consistent with this resolution.



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

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

Comm. #172-12 Referred to ECD&E Committee on
10/7/2013

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

October 1, 2013

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

Re: Resolution – State of Connecticut Department of Economic & Community
Development Urban Action Grant for the Andean Bear Exhibit at the Beardsley
Zoo

Attached, please find a Grant Summary and Resolution for the State of Connecticut Department
of Economic and Community Development's Urban Action Grant for the Andean Bear Exhibit
at the Beardsley Zoo to be referred to the Economic and Community Development &
Environment Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Department of Economic and
Community Development's Urban Action Grant Program for the Andean Bear Exhibit at the
Beardsley Zoo

If you have any questions or require any additional information please contact me at 203-332-
5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2013 OCT -2 P 4:53
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic & Community Development Urban Action Grant for the Andean Bear Exhibit at the Beardsley Zoo

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development

CONTACT NAME: Patrick R. Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The Beardsley Zoo is committed to the preservation of endangered animals and is actively developing strategies that will protect species and preserve their wild habitats. The Beardsley Zoo was awarded \$2,500,000 in funding from the State of Connecticut for the Spirit of the Cloud Forest Exhibit, also known as the Andean Bear Exhibit, a section of the larger South American Adventure project that has been undertaken by the Zoo in recent years. Funding through the Department of Economic and Community Development's Urban Act Grant Program will be used for Site Improvements, a Structure and Specialties for the Andean Bear Exhibit. In addition, the Zoo will incorporate interpretative graphics and educational programs so the Zoo can enlighten visitors about the plight of an animal on the other side of the world. This state allocation will allow the Zoo to educate visitors on what is being done to help conserve the species and how they can participate in conservation efforts.

Project Period: TBD.

IF APPLICABLE

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

Federal:

State: **\$2,500,000.00**

City:

Other: **No Match Required.**

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

**Regarding the State of Connecticut Department of Economic and Community
Development**

Urban Act Grant Program for the Andean Bear Exhibit at Beardsley Zoo

(DRAFT)

WHEREAS, the State of Connecticut Department of Economic and Community Development is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant under the Urban Act Grant Program for the Andean Bear Exhibits at the Beardsley Zoo; and

WHEREAS, funds under this grant will be used for Site Improvements, a Structure and Specialties for the Spirit of the Cloud Forest Exhibit, also known as the Andean Bear Exhibit, a section of the larger South American Adventure project that has been undertaken by the Beardsley Zoo; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Department of Economic and Community Development in the amount of \$2,500,000 for the purpose of the Andean Bear Exhibit; 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 State of Connecticut Department of Economic and Community Development to implement an Andean Bear Exhibit that includes Site Improvements, a Structure and Specialties; 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 Economic and Community Development for the Urban Act Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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

BILL FINCH
Mayor

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

Comm. #173-12 Referred to ECD&E Committee on
10/7/2013

October 1, 2013

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

Re: Resolution – State of Connecticut’s Office of Policy & Management: Youth
Services Prevention Grant for Neighborhood Revitalization.

Attached, please find a Grant Summary and Resolution for the State of Connecticut’s Office of
Policy & Management: Youth Services Prevention Grant Program to be referred to the Economic
and Community Development & Environment Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of State of Connecticut’s Office of
Policy & Management: Youth Services Prevention Grant Program

If you have any questions or require any additional information please contact me at 203-332-
5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2013 OCT -2 P 4:53



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Office of Policy & Management Youth Services Prevention Grant**

RENEWAL **NEW x**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants and Community Development**

CONTACT NAME: **Patrick R. Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport's Office of Neighborhood Revitalization was awarded a grant in the amount of \$67,113.99 from the State of Connecticut Office of Policy & Management's Youth Services Prevention Grant Program. The vision of this Youth Services Prevention Grant is to build on the fundamental premise that every child has the ability to learn, to be a team player and to become a productive member of society. These are basic skills that should be an essential part of every child's preparation for life, but have become all too uncommon in many neighborhoods throughout Bridgeport. In order to fulfill their mission, the Office of Neighborhood Revitalization seeks to implement a Mentoring Program that will be a comprehensive, sequential, integrated and disciplined program; wherein participants experience numerous opportunities to help build their communities. Some key aspects of the Mentoring Program are as follows: Reduction of risk factors of violence, substance abuse, teen pregnancy, and low self-esteem by providing mentoring and community partnerships to include career advice, personal advice and reflection, post-secondary school preparation, referrals to agents, teach coping and life skills. In addition, the Mentoring Programs seeks to develop each individual's artistic, mental, physical and interpersonal skills and Increase educational capacities to prepare and motivate them for higher education.

Project Period: September 1, 2013 to June 20, 2014.

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: | Salaries/Benefits: |
| State: \$67,113.99 | Supplies: |
| City: | |
| Other: No Match Required. | |

A Resolution by the Bridgeport City Council
Regarding the State of Connecticut's Office of Policy & Management
Youth Services Prevention Grant for Office of Neighborhood Revitalization
(DRAFT)

WHEREAS, the State of Connecticut's Office of Policy & Management is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant Youth Services Prevention; and

WHEREAS, funds under this grant will be used for the Office of Neighborhood Revitalization to implement a Mentoring Program and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Police Department, submit an application to the State of Connecticut Office of Policy & Management in the amount of \$67,113.99 for the purpose of implementing a Youth Services Prevention Grant focused on a Mentorship 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 to and contract with the State of Connecticut Office of Policy & Management for the purpose of implementing a Youth Services Prevention Grant focused on a Mentoring Program for Bridgeport youth; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Office of Policy & Management's Youth Services Prevention Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

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

Comm. #174-12 Referred to Contracts Committee
on 10/7/2013

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

October 2, 2013

BY HAND

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2013 OCT - 2 P 3:45

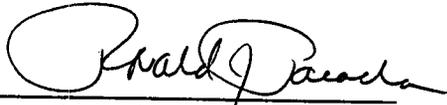
RE: Request For Approval of Seventh Amendment to Lease with Captain's Cove Marina of Bridgeport, Inc. to Provide Location For Proposed Anaerobic Digester Site Adjacent to the West Side Treatment Plant

Dear Fleeta:

Attached you will find twenty-five (25) copies of a proposed Resolution Approving the Seventh Amendment to Lease for assignment to a subcommittee of the City Council.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By: 
Ronald J. Pacacha
Associate City Attorney

Encls.

**Resolution of the City Council
Concerning Seventh Amendment to Lease With
Captain's Cove Marina of Bridgeport, Inc.**

WHEREAS, the Water Pollution Control Authority (WPCA) anticipates entering into a development agreement to construct an anaerobic digester adjacent to its West Side Treatment Plant;

WHEREAS, the WPCA believes that 2.33 acres (Digester Site) will be needed for the digester project;

WHEREAS, the Digester Site is part of the leasehold of Captain's Cove Marina of Bridgeport, Inc. (Captain's Cove) under that certain Lease dated as of July 1, 1982, as amended to date (Captain's Cove Lease);

WHEREAS, if the WPCA approves a development agreement for the digester project, Captain's Cove has agreed to release the Digester Site from the Captain's Cove Lease for the sum of \$330,000 (Release Price), which sum represents fair market value for the release and was arrived at by competitive appraisal in accordance with Connecticut statutory requirements; and

WHEREAS, the Release Price will be applied first to the payment of any past due rent owed by Captain's Cove and any balance will be paid to Captain's Cove.

NOW, THEREFORE, BE IT RESOLVED:

THAT the City hereby approves the Seventh Amendment, subject to the WPCA's approval of a development agreement for the digester project and authorizes the Mayor or his designee to execute all documents, take all other actions and do all other things necessary in furtherance of and consistent with this resolution.

SEVENTH AMENDMENT TO LEASE

THIS SEVENTH AMENDMENT TO LEASE, made and entered into this _____ day of _____, 2013 by and between **THE CITY OF BRIDGEPORT**, a municipal corporation located at 45 Lyon Terrace, Bridgeport, Connecticut ("Landlord") and **CAPTAIN'S COVE MARINA OF BRIDGEPORT, INC.**, a Connecticut corporation having an address at One Bostwick Avenue, Bridgeport, Connecticut 06605 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain lease dated as of July 1, 1982 (the "Original Lease"), as amended by that certain Amendment to Lease dated on or about August 6, 1984 (the "First Amendment"), as further amended by that certain Second Amendment to Lease dated July 15, 1984 (the "Second Amendment"), as further amended by that certain Third Amendment to Lease dated August 6, 1990 (the "Third Amendment"), and as further amended by that certain Fourth Amendment to Lease dated on or about July 1, 1993 (the "Fourth Amendment") and the Fifth Amendment dated November 1997 (the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, the Sixth Amendment dated June 26, 2008, and this Seventh Amendment when taken as a whole, are hereinafter collectively referred to as the "Lease"), for certain premises described in the Lease and generally located on Bostwick Avenue, Morris Street and St. Stevens Road, Bridgeport, Connecticut, also known as "Burr Creek Marina" or "Captain's Cove", as modified by this Sixth Amendment (together, the "**Premises**"); and

WHEREAS, the Tenant is willing to release approximately 2.33 acres of property from the Premises described in the Lease in order to enable the planned improvements to the West Side Water Treatment Plant described herein and the Landlord is willing to pay fair market value for such release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to modify and amend the Lease as follows:

1. Release of Premises From Operation of the Lease. The Landlord seeks the use of approximately 2.33 acres of property described in **Exhibit A** attached hereto including a 15'-wide underground electric utility easement (the "**Release Parcel**"), which constitutes a portion of the Premises, for purposes of making improvements to the West Side Water Treatment Plant adjacent to the Premises operated by the City of Bridgeport Water Pollution Control Authority ("**WPCA**") in the form of an anaerobic digester system ("**Digester Project**") and seeks the Tenant's release of such Release Parcel from the operation of the Lease. The Landlord intends to grant to the WPCA an electric utility easement

attached hereto as **Exhibit B** that will allow electric power generated by the Digester Project to be conveyed to the Aquaculture School to reduce its electricity costs. The improvements constitute those certain improvements described in that certain Anaerobic Digester Design, Build, Finance and Operate Agreement approved or to be approved by the WPCA ("**Digester Agreement**").

The Tenant is willing to remove the Release Parcel from the operation of the Lease in consideration of the Release Price (defined below). The revised description of the Premises following the removal of the Release Parcel is described in **Exhibit A** attached hereto. Both the Release Parcel and the remainder of the Premises after the release thereof shall be set forth and described in an A-2 survey that shall become Exhibit A upon completion.

2. Release Price; State Reimbursement; Application of Release Price to Rent.

- (a) The Landlord has conducted written appraisals of the Release Parcel and the parties have agreed that the Release Parcel has a fair market value of Three Hundred Thirty Thousand (\$330,000.00) Dollars ("**Release Price**"). The parties agree that the Premises subject to the Lease after the removal of the Release Parcel is described in Exhibit B attached hereto.
- (b) The Release Price for the Release Parcel shall be applied to the Tenant's Rent due under the Lease through the month prior to the date of execution of this Seventh Amendment and any balance remaining of the Release Price shall be promptly paid to the Tenant.

3. Approval of Seventh Amendment. This Seventh Amendment shall be deemed to be approved upon (a) the WPCA's approval of the Digester Agreement and its execution by the parties thereto, (b) the acceptance of this Seventh Amendment by vote of the City Council, and (c) upon the delivery of a fully-executed original of this Seventh Amendment to the Tenant.

4. Lease Not Otherwise Amended. Except for those provisions of the Lease amended or supplemented by this Seventh Amendment, the Lease shall

otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

CAPTAIN'S COVE MARINA, INC.

By: _____
Name:
Title:
duly authorized

CITY OF BRIDGEPORT

By: _____
Bill Finch, Mayor

Exhibit A

Description of Release Parcel

The Release Parcel consists of approximately 101,076 square feet or approximately 2.33 acres of property owned by the City of Bridgeport and leased to Captain's Cove Marina of Bridgeport, Inc.

Said Release Parcel is to be removed from the Lease of Captain's Cove Marina of Bridgeport, Inc. and added to the current site of the West Side Water Treatment Plant. The Release Parcel and the remaining leasehold of Captain's Cove Marina of Bridgeport, Inc. after such release shall be set forth and described in an A-2 survey that shall be attached hereto upon completion.

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CITY OF BRIDGEPORT, a municipal body corporate and politic, having an address at 999 Broad Street, Margaret E. Morton Government Center, Bridgeport, Connecticut (hereinafter called "Grantor") and the CITY OF BRIDGEPORT WATER POLLUTION CONTROL AUTHORITY, a municipal water pollution control authority created under the laws of the State of Connecticut, having an address at 695 Seaview Avenue, Bridgeport, Connecticut (hereinafter called "Grantee") hereby agree as follows:

The Grantor for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration received to its full satisfaction which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm unto the Grantee, and the Grantee does accept, subject to the terms and conditions set forth in this Agreement, the non-exclusive right, privilege and authority to maintain, operate, repair and replace the following facilities (the "**Grantee's Facilities**") within the Easement Area (the "**Easement Area**") more particularly described on **Exhibit A** attached hereto, which Easement Area is shown on the Survey (the "**Survey**") referred to in **Schedule A** attached hereto: underground electric service facilities and appurtenances thereto. The Easement Area, as shown on the Survey, is located on property of the Grantor leased to Captain's Cove Marina of Bridgeport, Inc. With respect to the Grantee's Facilities, as they currently exist or as the same shall exist at any time in the future, such Grantee's Facilities are and shall be and remain the property of said Grantee.

THE GRANTOR AND THE GRANTEE HEREBY FURTHER AGREE AS FOLLOWS:

A. The Grantee shall have, subject to the restrictions and limitations herein set forth, the non-exclusive right to lay, construct, alter, remove, upgrade, change the size of and location of Grantee's Facilities, and add additional Grantee's Facilities (collectively the "Alterations" and individually an "Alteration") provided, however, any such future Alterations shall be subject to the prior written approval of the Grantor and further provided that any such future Alterations shall not interfere with or hinder the use of the Easement Area by the operator of Captain's Cove Marina and other uses now or in the future encumbering and located within the Easement Area pursuant to recorded easements (the "Other Facilities"); and

B. At any reasonable time or times, upon reasonable notice to the Grantor (except in the case of emergencies) and the operator of Captain's Cove Marina, Grantee shall have the right and authority to enter upon the Easement Area at such point or points as the Grantee may deem expedient or necessary for the purpose of inspection, maintenance and repair of the Grantee's Facilities within the Easement Area, as they currently exist or subsequently exist and are consented to by the Grantor and the operator of Captain's Cove Marina. The Grantee shall hold the Grantor and the operator of Captain's Cove Marina harmless and indemnified from any loss, damage, liability or responsibility resulting from, relating to or arising out of the Grantee's exercise of its rights set forth in this Easement Agreement including reasonable attorneys' fees and court costs.

C. The Grantee covenants that the rights granted to the Grantee hereunder including rights of access, inspection, installation, maintenance, repair, restoration and replacement shall be exercised by the Grantee, so far as practicable, with consideration for the convenience of the Grantor and the operator of Captain's Cove Marina at any reasonable time or times upon reasonable notice except in emergencies and without doing any damage or injury to the Easement Area, other property of the Grantor, the operator of Captain's Cove Marina, or the Other Facilities within the Easement Area, and the Grantee will, upon completion of any such work it undertakes, replace, repair and restore said Easement Area, the Grantor's and the operator of Captain's Cove Marina's surrounding property and the Other Facilities to the same condition as existed before the undertaking of said work by the Grantee.

D. The Grantor covenants for itself and its successors and assigns that it will not at any time disturb or damage said Grantee's Facilities or any part thereof and that it will not construct or approve the construction of any improvement within, under, through or across the Easement Area which will interfere with the Grantee's Easement rights pursuant to this Agreement without the prior written approval of the Grantee.

E. The Grantor herein reserves the right to itself, its successors and assigns, and the operator of Captain's Cove Marina to use and continue to use the land within, under, through, or across the Easement Area for any uses or purposes which do not violate the terms hereof or interfere with the use of the Easement Area by the Grantee in accordance with this Agreement.

F. In the exercise of its Easement rights hereunder, the Grantee shall comply with all applicable laws and governmental rules and regulations.

G. The Grantor shall have no liability for any acts or activities performed or carried out by the owners or operators (other than the Grantor) of the Other Facilities within the Easement Area and the Grantee herein shall look solely to such other owners or operators of the Other Facilities in the event that any such

owners or operators cause any interference or damages to the Grantee's Facilities or rights hereunder.

H. This Easement is made under and shall be construed in accordance with the laws of the State of Connecticut.

TO HAVE AND TO HOLD the said rights, privileges, and authority unto the said Grantee, its successors and assigns forever, to its own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the _____ day of _____, 2013.

CITY OF BRIDGEPORT

By: Bill Finch
Its: Mayor

CITY OF BRIDGEPORT
WATER POLLUTION CONTROL
AUTHORITY

By: Bill Robinson
Its: Acting General Manager

STATE OF CONNECTICUT)
) ss: Bridgeport Date: , 2013
COUNTY OF FAIRFIELD)

Personally appeared, **Bill Finch, Mayor** known to me to be the person who executed the foregoing document and acknowledged before me that he is duly authorized and did execute same, as his free act and deed, and the free act and deed of the City of Bridgeport in such capacity.

Name
Notary Public/Commissioner of the
Superior Court
My Commission Expires

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss: Bridgeport)

Date: , 2013

Personally appeared Bill Robinson, Acting General Manager, City of Bridgeport Water Pollution Control Authority, known to me to be the person who executed the foregoing document and acknowledged before me that he is duly authorized and did execute same, as his free act and deed, and the free act and deed of the City of Bridgeport Water Pollution Control Authority in such capacity.

Name
Notary Public/Commissioner of the
Superior Court
My Commission Expires

|

SCHEDULE A

EASEMENT AREA DESCRIPTION

ALL THAT CERTAIN piece or parcel of land shown and designated as "15' Easement" on the attached Map which shall be set forth and described on an A-2 survey attached or to be attached hereto and that will be filed in the office of the Bridgeport Town Clerk (the "Survey") to which Survey reference is made for a more particular description of said Easement Area.



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.# 176-12 Ref'd to Public Safety & Transportation Committee on 10/7/2013.

October 2, 2013

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

Re: Resolution – United States Department of Justice FY 13 Community Oriented Policing Services (COPS) Hiring Grant Program

Attached, please find a Grant Summary and Resolution for the United States Department of Justice FY 13 Community Oriented Policing Services (COPS) Hiring Grant Program to be referred to the Public Safety & Transportation Subcommittee of the City Council.

Grant: City of Bridgeport application to United States Department of Justice-FY 13 Community Oriented Policing Services (COPS) Hiring Grant Program.

If you have any questions or require any additional information please contact me at 203-332-5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **United States Department of Justice FY 13 Community Oriented Policing Services (COPS) Hiring Grant Program**

RENEWAL **NEW x**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants and Community Development**

CONTACT NAME: **Patrick R. Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport was awarded funding under the Department of Justice Office of Community Oriented Policing Services (COPS) FY 2013 COPS Hiring Program. The FY 2013 COPS Hiring Program will further the Bridgeport Police Department's mission of advancing public safety through community policing by addressing the Department's goal of preventing crime and violence. The Department was awarded funding for 10 full-time, School Resource Officers (SROs). The FY 2013 COPS Hiring Grant Program required a local match; however the City requested and was granted a full Cost Share Waiver.

Project Period: 3 Years.

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: | Salaries/Benefits: |
| State: \$2,247,250.00 | Supplies: |
| City: | |
| Other: No Match Required. | |

A Resolution by the Bridgeport City Council

Regarding the United States Department of Justice FY 13 COPS Hiring Grant Program

(DRAFT)

WHEREAS, the United States Department of Justice is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the United States Department of Justice FY 13 Community Oriented Policing Services (COPS) Hiring Grant Program and,

WHEREAS, the financial assistance under this grant will be used fund 10 School Resource Offices for Bridgeport Public Schools for three years; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the United States Department of Justice in an amount not to exceed \$2,247,250 for the purpose of providing the Police Department with 10 School Resource Officers (SROs) and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the United States Department of Justice to provide financial assistance and help the Bridgeport Police Department fund School Resource Officers for the Bridgeport Public Schools.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the United States Department of Justice for the FY 2013 COPS Hiring Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under 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

October 1, 2013

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

Re: Resolution – State of Connecticut’s Office of Policy & Management: Right Response CT Network Program.

Attached, please find a Grant Summary and Resolution for the State of Connecticut’s Office of Policy & Management: Right Response CT Network Program to be referred to the Public Safety and Transportation Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of State of Connecticut’s Office of Policy & Management: Right Response CT Network Program

If you have any questions or require any additional information please contact me at 203-332-5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Office of Policy & Management's Juvenile Justice Advisory Committee (JJAC) Right Response CT Network**

RENEWAL **NEW x**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants and Community Development**

CONTACT NAME: **Patrick R. Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION:

The City will be applying to the State of Connecticut Office of Policy & Management's Juvenile Justice Advisory Committee (JJAC) Right Response Connecticut Network. This Program is for School-Police-Community Collaboration for School Safety through Consistent and Appropriate Handling of Disruptive Behavior in School. Successful applicants must collaborate with Police and School Officials as well as a Community Agency to customize, sign and implement a Memorandum of Agreement based on a model developed by JJAC. Funds can be used for Planning Strategies such as Training and Support for Classroom Management or School Climate Changes, Prevention and/or Intervention Strategies as well as for Overtime Costs for Police, School and Staff who take part in the Prevention/Intervention Strategies.

Project Period: One (1) Year Grant Period.

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: | Salaries/Benefits: |
| State: \$30,000.00 | Supplies: |
| City: | |
| Other: No Match Required. | |

A Resolution by the Bridgeport City Council
Regarding the State of Connecticut Office of Policy & Management
Right Response Connecticut Network

(DRAFT)

WHEREAS, the State of Connecticut Office of Policy and Management is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant under the Right Response Connecticut Network Grant Program for the Bridgeport Right Response Project; and

WHEREAS, funds under this grant will be used for a School-Police-Community Collaboration for School Safety through Consistent and Appropriate Handling of Disruptive Behavior in School; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Office of Policy & Management in the amount of \$30,000.00 for the purpose of the Bridgeport Right Response Project; 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 State of Connecticut Office of Policy and Management to implement a Bridgeport Right Response Project; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Office of Policy and Management Right Response Connecticut Network Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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.# 178-12 Ref'd to Public Safety & Transportation Committee on 10/7/2013.

October 2, 2013

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

Re: Resolution – United States Department of Justice FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Attached, please find a Grant Summary and Resolution for the United States Department of Justice FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to be referred to the Public Safety & Transportation Subcommittee of the City Council.

Grant: City of Bridgeport application to United States Department of Justice-FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

If you have any questions or require any additional information please contact me at 203-332-5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: United States Department of Justice FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

RENEWAL NEW x

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development

CONTACT NAME: Patrick R. Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport Police Department was awarded \$180,470.00 in FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Grant Program funding. \$49,000.00 of this funding will be used for the purchase of the remaining equipment needed for the Ventilation System for the Richard Goodwin Memorial Range. The City has received \$304,215.00 in 2010, \$248,305 in 2011 and \$194,298 in 2012 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. All \$746,818.00 has been used for the Line of Fire Shooting Range with Containment Trap, Ballistic Safety Ceiling Package and High-Level Acoustical Materials Package for the Bridgeport Police Department's soon to be completed Richard Goodwin Memorial Police Range. It is imperative for the Police Department to have the appropriate ventilation will prevent the serious health concerns from the contaminants of live fire exercises (lead, sulfur dioxide, and carbon monoxide) that have negatively impacted indoor shooting ranges in the past. The ventilation system will exceed NIOSH, EPA and OSHA Air Quality Standards. The remaining \$131,470 in allocated FY 2013 JAG funds will be used to purchase Police Motorcycles for the Bridgeport Police Department's Patrol Division.

Project Period: TBD.

IF APPLICABLE

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

Federal:

State: **\$180,470.00**

City:

Other: **No Match Required.**

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

Regarding the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG)

Local Solicitation Program

(DRAFT)

WHEREAS, the United States Department of Justice is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program and,

WHEREAS, the financial assistance under this grant will be used to purchase a Ventilation System for the Modular Shoot House and Line of Fire Shooting Range for the Bridgeport Police Department as well as Police Motorcycles and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the United States Department of Justice in an amount not to exceed \$180,470 for the purpose of providing the Police Department with a Ventilation System for the Department's training facility and motorcycles for the Patrol Division and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the United States Department of Justice to provide financial assistance and help the Bridgeport Police Department conduct necessary training exercises and purchase public safety equipment for its officers.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the United States Department of Justice for the Edward Byrne Memorial Justice Assistance Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

162-12

RESOLUTION

Re: Resolution requesting that a Streetlight be installed on Utility Pole #1029 located near 55 Hillcrest Road.

By Councilmember(s): Warren Blunt

(SEE ATTACHED)

District: 135th

Introduced at a meeting
of the City Council held:

OCTOBER 7, 2013

Referred to: PUBLIC SAFETY & TRANSPORTATION
COMMITTEE

Referrals Made:

Attest: _____

City Clerk



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

RES. #162-12 Ref'd to Public Safety & Transportation Committee on 10/07/2013.

October 2, 2013

Fleeta Hudson
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2013 OCT - 2 P 3:32
ATTEST
CITY CLERK

RE: Streetlight request at 55 Hillcrest Rd

Dear Ms. Hudson,

On behalf of Public Facilities Director Charles Carroll and in accordance with the Streetlight Installation Ordinance 12.60, I am submitting the above request of council member Warren Blunt. Also attached as required are the correspondences from:

United Illuminating
Utilities Manager
Engineering Office
Tree Warden

Please feel welcomed to contact me at extension 7851 should you have any questions.

Respectfully,

John F. Cottell Jr.
Utilities Manger

CC: Charles Carroll- Director Public Facilities
Council member Warren Blunt
Mark Anastasi- City Attorney

Cottell, John

From: Blunt, Warren
Sent: Friday, August 09, 2013 11:37 AM
To: Cottell, John
Subject: Street light request- 55 Hillcrest Rd

Good Morning John,

I have a situation next to 55 Hillcrest Rd. dark area with heavy bushes, is it possible to get a light on pole #1029.

Thanks,
Warren

Cottell, John

From: Michael A. Miranda [Michael.Miranda@uinet.com]
Sent: Wednesday, October 02, 2013 3:04 PM
To: Cottell, John
Subject: RE: Street light request 55 Hillcrest Rd- pole #1029

John,

In keeping consistent with the type of fixtures on Hillcrest Road, Bridgeport I would recommend (1) 50w HPS cobra.

Current installations:

To the right of 110 Hillcrest Road on Pole# 1030 50w HPS cobra.

To the left of 90 Hillcrest Road on Pole# 7888 50w HPS cobra.

The total annual cost for the fixture is \$108.33.

Best regards,

Michael Miranda
Outdoor Lighting Representative
Light the Night
United Illuminating Company
Phone: 203-499-2817
Fax: 203-499-3611
michael.miranda@uinet.com
www.uinet.com

From: Cottell, John [John.Cottell@Bridgeportct.gov]
Sent: Tuesday, August 20, 2013 3:43 PM
To: Urquidl, Jon; Domizio, Ray; Michael A. Miranda
Cc: Michael Stein; Charles Carroll; Blunt, Warren
Subject: Street light request 55 Hillcrest Rd- pole #1029

Jon, Ray, and Mike,

We have received a request for a streetlight by council member Blunt (see below) to be installed on pole # 1029 in front of 55 Hillcrest Road. Please forward the appropriate letters to my attention in accordance with the attached copy of the ordinance. Once all information is received, I will forward the completed package to the City Clerk to be placed on the Council agenda.

Thank you in advance for your timely reply.

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851



BILL FINCH
Mayor

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

August 20, 2013

Regarding: Street light request in front of 55 Hillcrest Rd.

Dear Council Members,

In accordance with City Ordinance 12.60 for Streetlight installations, I am reporting that funding is currently available in the FY 14 budget line for Electrical Utility Services for the proposed light.

Should you have any questions please feel welcomed to contact me directly at 203-576-7851.

Respectfully,

John F. Cottell Jr.
Utilities Manager
Public Facilities Department.

Cc: Charles Carroll



**CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT**

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

October 1, 2013

John Cottell
Utilities Director
Public Facilities
999 Broad Street
Bridgeport, Connecticut 06604

**Re: Engineering Review
Street light Request at 55 Hillcrest Road**

Dear Mr. Cottell:

We have received the above-referenced request to conduct an engineering evaluation as to whether or not to install a streetlight at the above location based on the ratio of accidents in the evening versus daytime hours.

Review of the police records indicates that there has been one (1) traffic incident in the close vicinity of the study location in the past three (3) years. The accident occurred during morning hours between 8:00 and 10:00 AM and involved refuse vehicle hitting a parked car. Review of the police records indicates that the proposed streetlight installation location is not within a high incident area. Based on this review, the streetlight installation is not warranted based on accident history.

Should you have any questions, please do not hesitate to contact the Engineering Department.

Very truly yours,

Pawel D. Papazachariu
Traffic Engineer

PDP/

cc: Jon Urquidi, Engineering
Sgt. Joseph Hernandez

Cottell, John

From: Domizio, Ray
Sent: Wednesday, August 21, 2013 10:16 AM
To: Cottell, John; Urquidi, Jon; 'Michael A. Miranda'
Cc: 'Michael Stein'; Carroll, Charles; Blunt, Warren
Subject: RE: Street light request 55 Hillcrest Rd- pole #1029

Good morning all,

There are several trees that have to be pruned at this location before a street light can be installed. I will prune the trees the week of August 26. Thanks

Ray

From: Cottell, John
Sent: Tuesday, August 20, 2013 3:43 PM
To: Urquidi, Jon; Domizio, Ray; 'Michael A. Miranda'
Cc: 'Michael Stein'; Carroll, Charles; Blunt, Warren
Subject: Street light request 55 Hillcrest Rd- pole #1029

Jon, Ray, and Mike,

We have received a request for a streetlight by council member Blunt (see below) to be installed on pole # 1029 in front of 55 Hillcrest Road. Please forward the appropriate letters to my attention in accordance with the attached copy of the ordinance. Once all information is received, I will forward the completed package to the City Clerk to be placed on the Council agenda.

Thank you in advance for your timely reply.

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851

From: Blunt, Warren
Sent: Friday, August 09, 2013 11:37 AM
To: Cottell, John
Subject: Pole light

Good Morning John,

I have a situation next to 55 Hillcrest Rd. dark area with heavy bushes, is it possible to get a light on pole #1029.

Thanks,
Warren

RESOLUTION

Re: Resolution requesting that a Streetlight be installed on Utility Pole #6363 located near 1257 Kossuth Street.

(SEE ATTACHED)

By Councilmember(s): Lydia N. Martinez

District: 137th

Introduced at a meeting
of the City Council held:

OCTOBER 7, 2013

Referred to: PUBLIC SAFETY & TRANSPORTATION
COMMITTEE

Referrals Made:

Attest: _____

City Clerk



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

RES. #163-12 Ref'd to Public Safety & Transportation Committee on 10/07/2013.

October 2, 2013

Fleeta Hudson
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2013 OCT -2 P 3:32
ATTEST
CITY CLERK

RE: Streetlight request at 1257 Kossuth St

Dear Ms. Hudson,

On behalf of Public Facilities Director Charles Carroll and in accordance with the Streetlight Installation Ordinance 12.60, I am submitting the above request of council member Lydia Martinez. Also attached as required are the correspondences from:

- United Illuminating
- Utilities Manager
- Engineering Office
- Tree Warden

Please feel welcomed to contact me at extension 7851 should you have any questions.

Respectfully,

John F. Cottell Jr.
Utilities Manger

CC: Charles Carroll- Director Public Facilities
Council member Lydia Martinez
Mark Anastasi- City Attorney

Cottell, John

From: Kochiss, Alexander
Sent: Monday, August 12, 2013 4:20 PM
To: Carroll, Charles
Cc: Cottell, John; Rosario, Christopher; Martinez, Lydia
Subject: FW: Light on pole

Mr. Carroll,

After speaking with Mr. Cottell, I am forwarding the request by council member Lydia Martinez for a streetlight install on pole #6363.

Thanks,

Alex Kochiss
CitiStat - X7626

Begin forwarded message:

From: "Martinez, Lydia" <lydia.martinez@Bridgeportct.gov>
Date: August 11, 2013, 4:19:48 PM EDT
To: "Rosario, Christopher" <Christopher.Rosario@Bridgeportct.gov>
Subject: Light on pole

Can u request a pole light or send to the right place please? Pole # 6363 ,in front of 1257 kossuth st please! Tomas Figueroa ,2033841175 ,thank. U , Lydia.

Cottell, John

To: Cottell, John
Subject: FW: Street light request - 1257 Kossuth St- pole # 6363
Attachments: 1257 Kossuth Street.jpg

From: Michael A. Miranda [<mailto:Michael.Miranda@uinet.com>]
Sent: Wednesday, August 21, 2013 9:25 AM
To: Cottell, John; Urquidi, Jon; Domizio, Ray
Cc: Michael Stein; Carroll, Charles; Kochiss, Alexander; Martinez, Lydia; Rosario, Christopher
Subject: RE: Street light request - 1257 Kossuth St- pole # 6363

John,

My recommendation is as follows:

Pole# 6363: (1) 70w HPS Cobra. Consistent with mid-block fixtures.

| <u>Fixture</u> | <u>Average Monthly Charge</u> | <u>Total Annual Charge</u> |
|-------------------|-------------------------------|----------------------------|
| (1) 70w HPS Cobra | \$10.60 | \$127.20 |

These charges include installation, maintenance, and all electricity needed to operate the unit.

Please feel free to contact me with any questions you may have regarding this or any Light the Night matter.

Bets regards,

Michael Miranda
Outdoor Lighting Representative
180 Marsh Hill Rd - Orange, CT 06477-3629 - Office: 203.499-2817 Fax: 203-499-3361 || Email:
michael.miranda@uinet.com || MS: AD-2A

LIGHT the NIGHTSM
Outdoor Lighting Solutions
FROM

 **The United Illuminating Company**

*** Burn Cleaner and Cheaper: Ask me about natural gas. ***

From: Cottell, John [<mailto:John.Cottell@Bridgeportct.gov>]
Sent: Tuesday, August 20, 2013 3:55 PM
To: Urquidi, Jon; Domizio, Ray; Michael A. Miranda
Cc: Michael Stein; Charles Carroll; Kochiss, Alexander; Martinez, Lydia; Rosario, Christopher
Subject: Street light request - 1257 Kossuth St- pole # 6363

PARK ST

City of Bridgeport Kossuth
Proposal

| | |
|----------------------|--------------------|
| XXXXXXXXXXXXXXXXXXXX | Michael A. Miranda |
| 08/21/13 3:00 PM | |

Company

568-570

7569

HARD ST

Roller doors 11'x70" w/pe coating
Consistent with mid block fixtures

1217-1219

1205-1207

6363



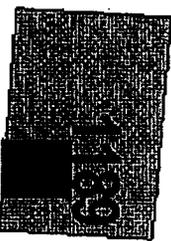
KOSSUTH ST

6364

2582

PURMAN ST

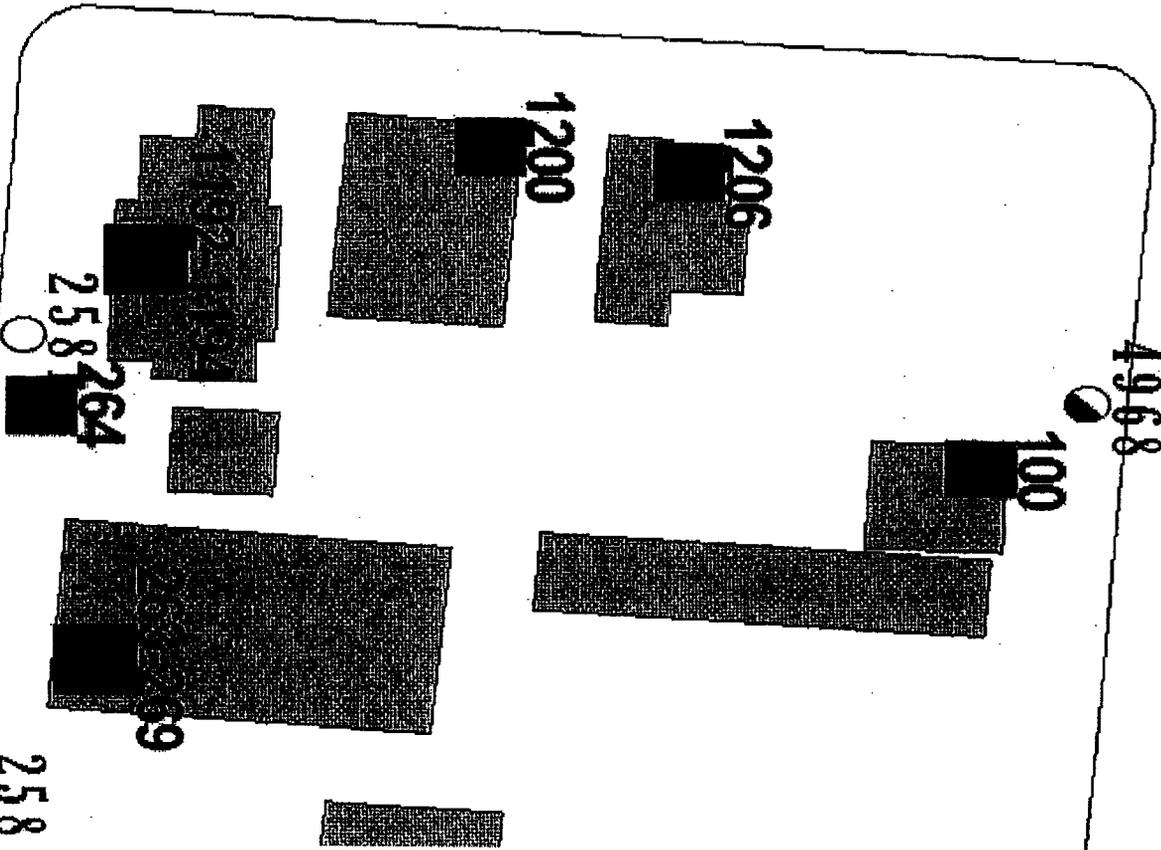
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1189



1191

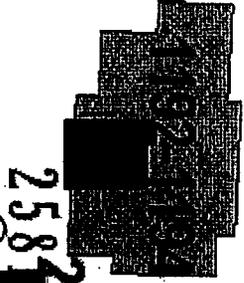


4968

100

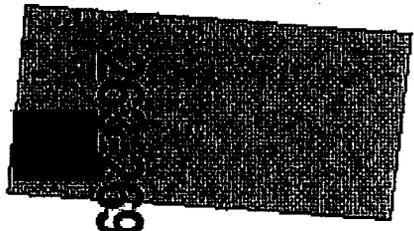
1206

1200



2587

258264



2589

258



BILL FINCH
Mayor

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

August 12, 2013

Regarding: Street light request in front of 1257 Kossuth St.

Dear Council Members,

In accordance with City Ordinance 12.60 for Streetlight installations, I am reporting that funding is currently available in the FY 14 budget line for Electrical Utility Services for the proposed light.

Should you have any questions please feel welcomed to contact me directly at 203-576-7851.

Respectfully,

John F. Cottell Jr.
Utilities Manager
Public Facilities Department.

Cc: Charles Carroll



**CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT**

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

October 1, 2013

John Cottell
Utilities Director
Public Facilities
999 Broad Street
Bridgeport, Connecticut 06604

**Re: Engineering Review
Street Light Request at 1257 Kossuth Street**

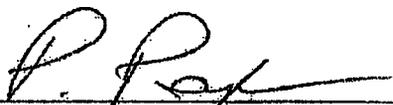
Dear Mr. Cottell:

We have received the above-referenced request to conduct an engineering evaluation as to whether or not to install a street light at the above location based on the ratio of accidents in the evening versus daytime hours.

Review of the police records indicates that there have been no reported traffic incidents in the close vicinity of the study location indicating that the proposed street light installation location is not within a high incident area. Based on this review, the street light installation is not warranted based on accident history.

Should you have any questions, please do not hesitate to contact the Engineering Department.

Very truly yours,



Pawel D. Papazachariu
Traffic Engineer

PDP/

cc: Jon Urquidi, Engineering
Sgt. Joseph Hernandez

Cottell, John

From: Domizio, Ray
Sent: Wednesday, August 21, 2013 10:13 AM
To: Cottell, John
Subject: RE: Street light request - 1257 Kossuth St- pole # 6363

John,
There are no trees at this location that would interfere with the installation of a street light.

Ray

From: Cottell, John
Sent: Tuesday, August 20, 2013 3:55 PM
To: Urquidí, Jon; Domizio, Ray; 'Michael A. Miranda'
Cc: 'Michael Stein'; Carroll, Charles; Kochiss, Alexander; Martinez, Lydia; Rosario, Christopher
Subject: Street light request - 1257 Kossuth St- pole # 6363

Jon, Ray, and Mike,
We have received a request for a streetlight by council member Lydia Martinez (see below) to be installed on pole # 6363 in front of 1257 Kossuth Street. Please forward the appropriate letters to my attention in accordance with the attached copy of the ordinance. Once all information is received, I will forward the completed package to the City Clerk to be placed on the Council agenda.

Thank you in advance for your timely reply.

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851

From: Kochiss, Alexander
Sent: Monday, August 12, 2013 4:20 PM
To: Carroll, Charles
Cc: Cottell, John; Rosario, Christopher; Martinez, Lydia
Subject: FW: Light on pole

Mr. Carroll,

After speaking with Mr. Cottell, I am forwarding the request by council member Lydia Martinez for a streetlight install on pole #6363.

Thanks,

Alex Kochiss
CitiStat - X7626

Ortiz, Frances

From: Cottell, John
Sent: Wednesday, October 02, 2013 3:28 PM
To: Hudson, Fleeta; Ortiz, Frances
Cc: Carroll, Charles; Anastasi, Mark T; Martinez, Lydia
Subject: FW: Street Light Request Package for 1257 Kossuth St
Attachments: DOC100213.pdf

Please add the attached streetlight request from Councilmember Martinez to the City Council agenda to be referred to committee.

Thank you

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851

Ortiz, Frances

From: Cottell, John
Sent: Wednesday, October 02, 2013 3:25 PM
To: Hudson, Fleeta; Ortiz, Frances
Cc: Carroll, Charles; Anastasi, Mark T; Blunt, Warren
Subject: FW: Street Light Request package for 55 Hillcrest Rd
Attachments: DOC100213.pdf

Please add the attached streetlight request of Councilman Blunt to the City Council Agenda to be referred to committee.

Thank you

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851

RESOLUTION

SEE ATTACHED

By Councilmember(s): John Olson

District: 132nd

Introduced at a meeting
of the City Council, held:

October 7, 2013

Referred to: ECD&F COMMITTEE

Attest: _____

City Clerk

Referrals Made:

A Resolution by the Bridgeport City Council

Regarding the creation of a "Trees for Bridgeport" Task Force related to the improvement of the urban forest of the Park City

WHEREAS, the City of Bridgeport Public Facilities and Parks and Recreation Department provides well maintained, enjoyable park grounds and facilities to enhance the quality of life for City residents and visitors; preserves and protects open spaces, provides opportunities for active and passive recreation, and maintains the landscapes, environment, structures and woodlands that exist within these areas; and is charged with the maintenance of the streetside vegetation along its roadway,

WHEREAS, the City has recently completed a Urban Forest Canopy Study conducted by the University of Vermont as part of the America the Beautiful Grant Program with funding provided by the Connecticut Department of Energy and Environmental Protection Division of Forestry and Northeastern Area State and Private Forestry, United States Forest Service for the City which provides an assessment and preliminary guide to improving and expanding the urban forest as well as highlighting other benefits of tree planting including reducing the heat-island effect, the mitigation of stormwater runoff, the increase in property values, and the beautification of neighborhoods, and

WHEREAS, the City Council has approved funding for the implementation of various tree planting programs in recent years, and

WHEREAS, the City of Bridgeport has received a Tree City USA Designation from the National Arbor Day Foundation for five consecutive years; and

WHEREAS, the City of Bridgeport Public Facilities and Parks and Recreation Department is well-positioned to start a process for the development of an Urban Forest Management Plan, and is seeking additional support and assistance to develop said plan,

WHEREAS, Mayor of Bridgeport has met and exceeded the goal of planting 2,012 trees by 2012, strives to reach the Master Plan of Conservation Goal of 3,000 trees by 2020 in within the current year, and has committed establishing a beautification and tree planting goal consistent with the criteria of "Right Tree for the Right Place"; and

WHEREAS, Trees for Bridgeport will perform the following task force items services in order to complete the project including review of the Urban Tree Canopy Assessment, Current Tree Maintenance and Planting Operations, Non-Profit support services, Public Engagement, Permitting; and report on their recommendations on or before one year from the date of their appointment.

WHEREAS, the City will facilitate the "Trees for Bridgeport" task force and take such other actions as they deem necessary or desirable to implement the "Trees for Bridgeport" Task Force Project as well as assist in reporting on the progress made the development of a comprehensive Urban Forest Management Plan for the City of

RECEIVED
CITY CLERK'S OFFICE
2013 OCT - 3 AM 9:29
CITY CLERK

Bridgeport on behalf of the City of Bridgeport Public Facilities Parks and Recreation Department and the "Trees for Bridgeport" Task force to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Mayor with approval of the City Council will appoint a five to seven member task force charged with preparing recommendations to preserve, maintain, protect and expand the urban forest in the Park City as part of the Urban Forest Management Plan for the City of Bridgeport and that the Mayor or the Director of Public Facilities or Director of Parks and Recreation is authorized, upon the approval as to form by the Office of the City Attorney, to facilitate and support the City's Urban Forestry Programs as may be required consistent with this resolution, and take such other necessary or desirable actions in furtherance of the "Trees for Bridgeport" Project.

A Report on the City of Bridgeport's Existing and Possible Tree Canopy

Why is Tree Canopy Important?

Tree canopy (TC) is the layer of leaves, branches, and stems of trees that cover the ground when viewed from above. Tree canopy provides many benefits to communities, improving water quality, saving energy, lowering summer temperatures, reducing air pollution, enhancing property values, providing wildlife habitat, facilitating social and educational opportunities, and providing aesthetic benefits. Establishing a tree canopy goal is crucial for communities seeking to improve their green infrastructure. A tree canopy assessment is the first step in urban forest planning, providing estimates for the amount of tree canopy currently present in a city as well as the amount of tree canopy that could theoretically be established.

How Much Tree Canopy Does Bridgeport Have?

An analysis of Bridgeport's tree canopy based on land cover data derived from high-resolution aerial imagery and LiDAR (Figure 1) found that 685 acres of the city were covered by tree canopy (termed Existing TC), representing 27% of all land in the city. An additional 45% (1,447 acres) of the city's land area could theoretically be modified (termed Possible TC) to accommodate tree canopy (Figure 2). In the Possible TC category, 25% (631 acres) of the city was classified as Impervious Possible TC and another 20% was Vegetated Possible TC (514 acres). Vegetated Possible TC, or grass and shrubs, is more conducive to establishing new tree canopy, but establishing tree canopy on areas classified as Impervious Possible TC will have a greater impact on water quality and summer temperatures.



Figure 1: Land cover derived from high-resolution imagery and LiDAR for the City of Bridgeport.

Project Background

The goal of the project was to apply the USDA Forest Service's TC assessment protocols to the City of Bridgeport. The analysis was conducted based on year 2010 data. This project was made possible through funding from the City of Bridgeport. The Spatial Analysis Laboratory (SAL) at the University of Vermont's Rubenstein School of the Environment and Natural Resources carried out the assessment in collaboration with the City of Bridgeport, The Connecticut Department of Energy and Environmental Protection, and the USDA Forest Service's Northern Research Station.

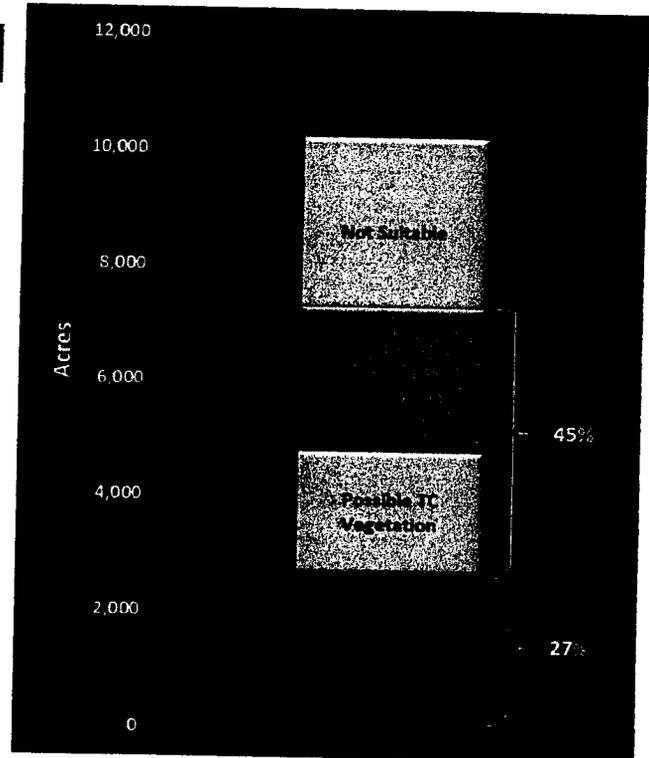


Figure 2: TC metrics for Bridgeport based on % of land area covered by each TC type.

TC: Tree canopy (TC) is the layer of leaves, branches, and stems of trees that cover the ground when viewed from above.

Land Cover: Physical features on the earth mapped from aerial or satellite imagery, such as trees, grass, water, and impervious surfaces.

Existing TC: The amount of urban tree canopy present when viewed from above using aerial or satellite imagery.

Impervious Possible TC: Asphalt or concrete surfaces, excluding roads and buildings, that are theoretically available for the establishment of tree canopy.

Vegetated Possible TC: Grass or shrub area that is theoretically available for the establishment of tree canopy.

Not Suitable: Areas where it is highly unlikely that new tree canopy could be established (primarily buildings and roads).

Mapping Bridgeport's Trees

A prior estimate of tree canopy for the entirety of the City of Bridgeport (including water) from the 2001 National Land Cover Database (NLCD 2001) was 10%, far lower than the 22% obtained in this study (the 27% estimate is a percentage of land area). The large difference is due to the fact that NLCD 2001 (Figure 3a) and the city's vegetation layer only accounted for relatively large patches of tree canopy. Using high-resolution aerial imagery (Figure 3b) and LiDAR, in combination with advanced automated processing techniques, land cover for the city was mapped with such detail that trees as short as 8ft tall were detected (Figure 3c).

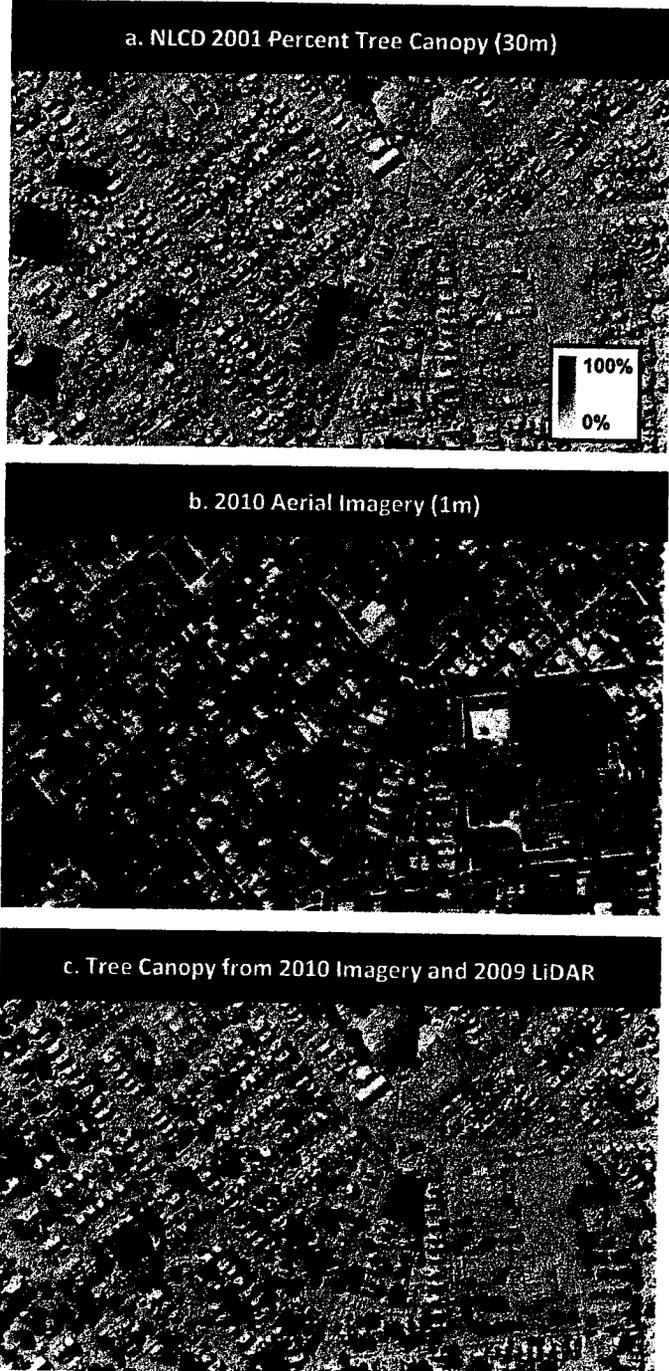


Figure 3: Comparison of NLCD 2001 (a) to high-resolution imagery (b) and tree canopy (c) derived for this study.

Parcel Summary

After land cover was mapped city-wide, Tree Canopy (TC) metrics were summarized for each property in the city's parcel database (Figure 4). Existing TC and Possible TC metrics were calculated for each parcel, both in terms of total area (square footage) and as a percentage of the land area within each parcel (TC area ÷ land area of the parcel).

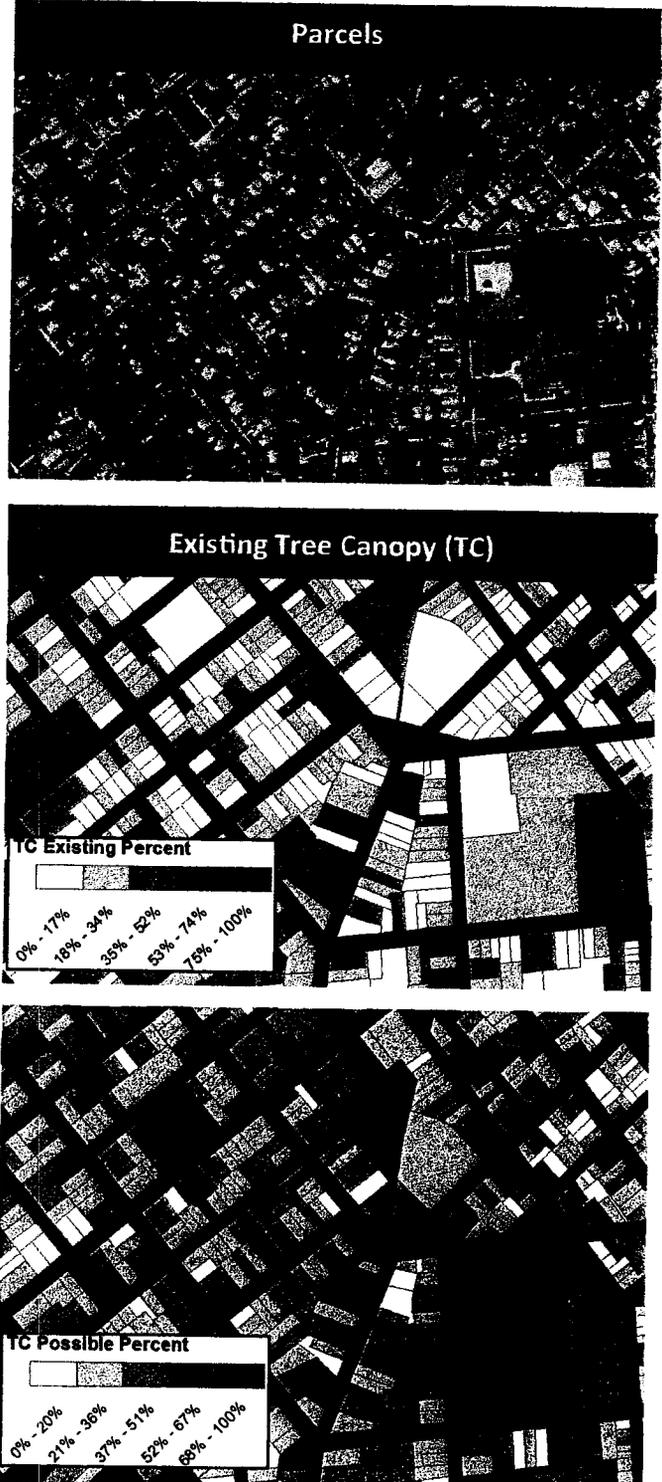


Figure 4a, 4b, 4c: Parcel-based TC metrics. TC metrics are generated at the parcel level, allowing each property to be evaluated according to its Existing TC and Possible TC.

Rights-Of-Way

Land within Bridgeport can be broadly split into two categories (Figure 5), parcel land and rights-of-way. Parcel land refers to all land contained within the city's parcel database. Rights-of-Way (ROW) refers to "non-parcel" land, essentially street rights-of-way and water. The vast majority of the city's land base (79%) exists within parcels, with 21% of the city's land base within the ROW (Figure 6). Within the parcels, 29% of the land is covered by tree canopy. Within the ROW the percent of land covered by tree canopy is somewhat lower (19%). Additional tree canopy (Possible TC) could theoretically be established on 50% of all the parcel land area, but only 26% of the ROW, largely due to the presence of roads. Establishing new tree canopy within the parcel land will likely be easier as much of the Possible TC falls into the Vegetation category whereas in the ROW most of the Possible TC is in the Impervious category.



Figure 5: Parcels and ROW land division in Bridgeport.

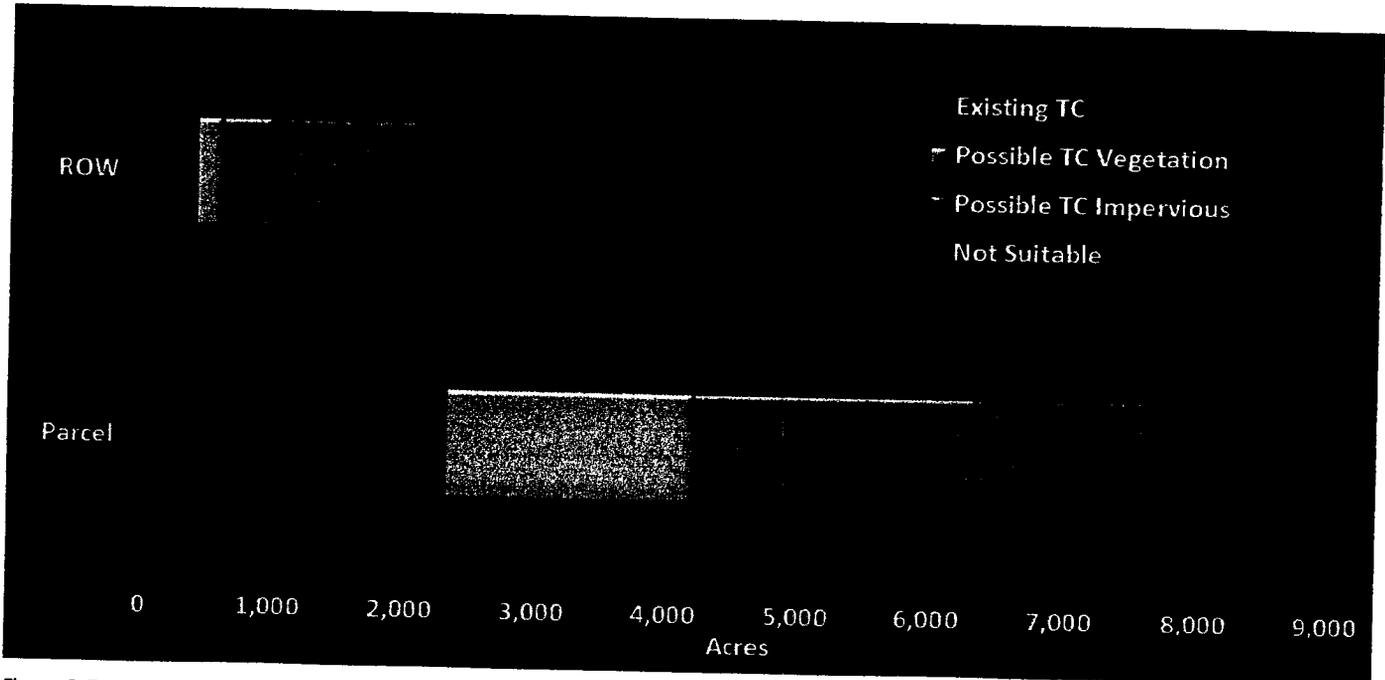


Figure 6: Tree Canopy (TC) metrics were summarized by parcels and ROW.

Zoning

An analysis of Existing and Possible TC by zoning category was conducted using the most recent zoning layer for the city (Figure 7, Table 1). For each zoning district, TC metrics were calculated as a percentage of all land in the city (% Land), as a percentage of land area in the specified zoning district (% Category), and as a percentage of the area for TC type (% TC Type). The majority of Bridgeport is zoned for residential land use, and thus it comes as no surprise that the residential zoned areas have not only the majority of the city's tree canopy, but also the most room to plant new trees. Bridgeport is also characterized by its active industrial base. Industrial areas are not typically associated with tree canopy, but in Bridgeport 12% of the city's tree canopy lies within industrially zoned areas. There remains considerable room for establishing new tree canopy in industrial areas, but this will be challenging due to the amount of impervious surfaces.

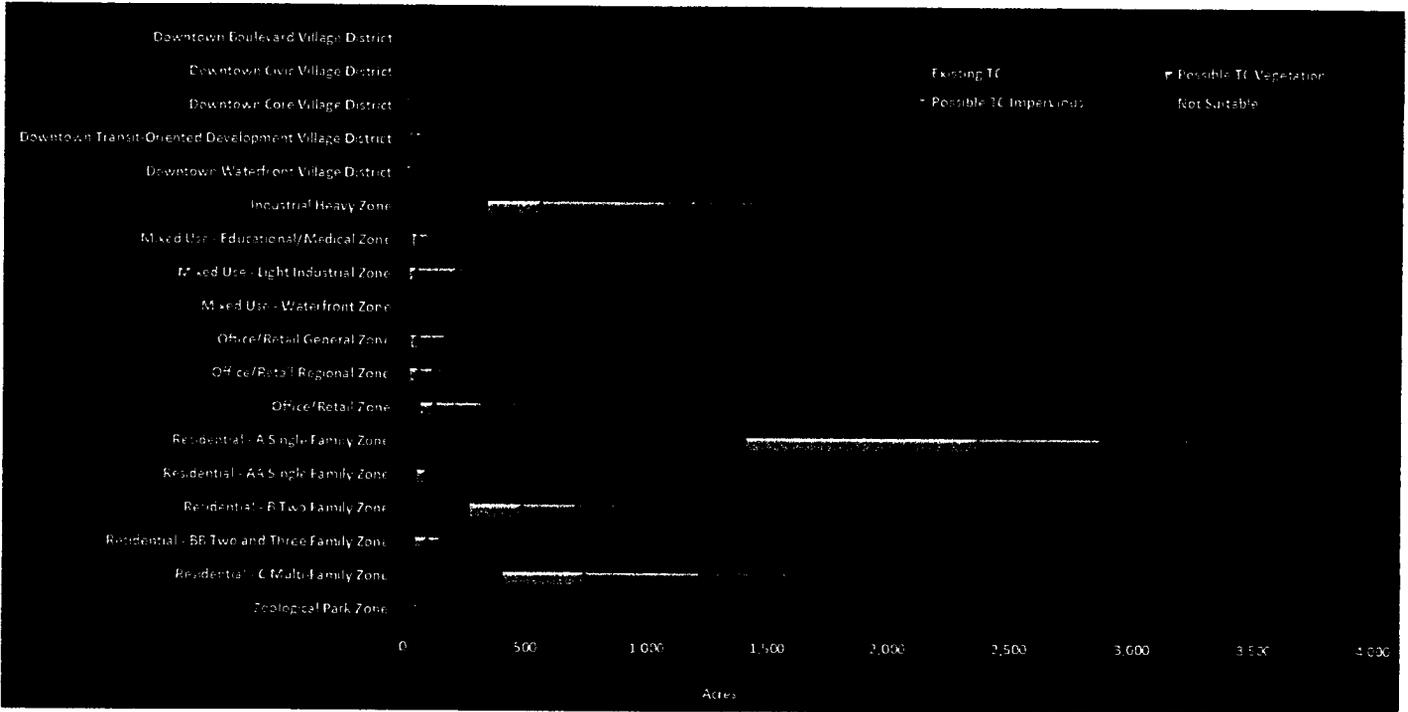


Figure 7: Tree Canopy (TC) metrics summarized for each zoning district.

| Zone | Existing UTC | | | Possible UTC Vegetation | | | Possible UTC Impervious | | |
|--|--------------|------------|------------|-------------------------|------------|------------|-------------------------|------------|------------|
| | % Land | % Category | % UTC Type | % Land | % Category | % UTC Type | % Land | % Category | % UTC Type |
| Downtown Boulevard Village District | 0% | 16% | 0% | 0% | 14% | 0% | 0% | 27% | 1% |
| Downtown Civic Village District | 0% | 17% | 0% | 0% | 10% | 0% | 0% | 39% | 0% |
| Downtown Core Village District | 0% | 8% | 0% | 0% | 1% | 0% | 0% | 27% | 0% |
| Downtown Transit-Oriented Development Village District | 0% | 9% | 0% | 0% | 14% | 1% | 0% | 32% | 2% |
| Downtown Waterfront Village District | 0% | 6% | 0% | 0% | 10% | 0% | 0% | 51% | 1% |
| Industrial Heavy Zone | 3% | 23% | 12% | 2% | 15% | 11% | 5% | 35% | 21% |
| Mixed Use - Educational/Medical Zone | 0% | 17% | 1% | 0% | 17% | 1% | 0% | 33% | 2% |
| Mixed Use - Light Industrial Zone | 0% | 4% | 1% | 0% | 10% | 2% | 2% | 52% | 7% |
| Mixed Use - Waterfront Zone | 0% | 2% | 0% | 0% | 9% | 0% | 0% | 52% | 0% |
| Office/Retail General Zone | 0% | 8% | 1% | 0% | 11% | 2% | 1% | 40% | 5% |
| Office/Retail Regional Zone | 0% | 11% | 1% | 0% | 22% | 2% | 1% | 38% | 3% |
| Office/Retail Zone | 1% | 12% | 2% | 1% | 10% | 3% | 2% | 36% | 8% |
| Residential - A Single Family Zone | 14% | 38% | 52% | 9% | 26% | 47% | 5% | 14% | 20% |
| Residential - AA Single Family Zone | 1% | 41% | 2% | 0% | 32% | 2% | 0% | 11% | 1% |
| Residential - B Two Family Zone | 3% | 26% | 10% | 2% | 21% | 11% | 2% | 22% | 9% |
| Residential - BB Two and Three Family Zone | 0% | 18% | 2% | 0% | 20% | 2% | 1% | 25% | 3% |
| Residential - C Multi-Family Zone | 4% | 22% | 15% | 3% | 19% | 16% | 5% | 27% | 19% |
| Zoological Park Zone | 0% | 67% | 2% | 0% | 19% | 1% | 0% | 7% | 0% |

$$\% \text{ Land} = \frac{\text{Area of TC type for zoning district}}{\text{Area of all land}}$$

The % Land Area value of 1% indicates that 1% of Bridgeport's land area is covered by tree canopy in the Residential AA Single Family Zone.

$$\% \text{ Category} = \frac{\text{Area of TC type for zoning district}}{\text{Area of all land for specified land use}}$$

The % Land value of 41% indicates that 41% of land in the Residential AA Single Family Zone is covered by tree canopy.

$$\% \text{ TC Type} = \frac{\text{Area of TC type for zoning district}}{\text{Area of all TC type}}$$

The % TC Type value of 2% indicates that 2% of all tree canopy is in land classified as Residential AA Single Family.

Table 1: Tree Canopy (TC) metrics were summarized by zoning district. For each zoning category, TC metrics were computed as a percentage of all land in the city (% Land), as a percentage of land in the specified zone (% Category), and as a percentage of the area for TC type (% TC Type).

Socio-Demographic Analysis

US Census Block Groups contain a wealth of socio-demographic information that, when combined with TC metrics, provide new insights into the relationship between the citizens of Bridgeport and their tree canopy. Higher amounts of tree canopy are present in the most northern and western parts of the city (Figure 8a); areas that also tend to have higher median incomes. An inverse relationship between existing tree canopy and renter occupancy rates (Figure 8b). Evidence from other cities shows that tree survival tends to be lower in areas with higher renter occupancies. Tree canopy per capita is lowest in those sections of the city where the population density is highest (Figure 8c). The Priority Planting Index (PPI) incorporates census data and TC metrics to score block groups based on the need for tree plantings. The Priority Planting Index, which factors in population density, tree stocking levels, and per capita tree cover helps to identify areas where tree planting efforts can be targeted to address issues of environmental justice (Figure 8d). Interestingly, the areas with high PPI values also have relatively high amounts of Possible TC.

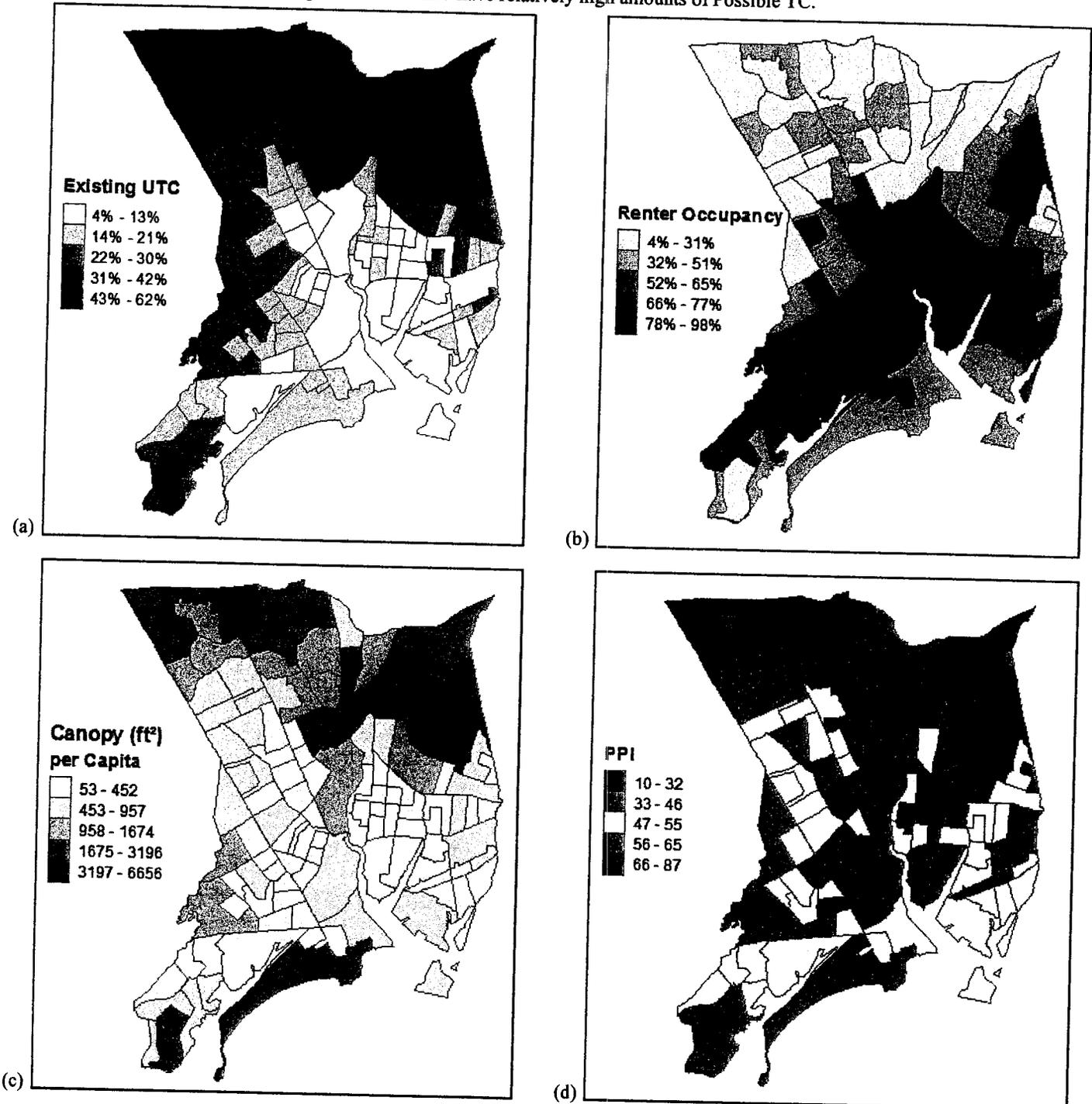


Figure 8: (a) Percent Existing TC; (b) proportion of housing units occupied by renters; (c) tree canopy per capita; and (d) Priority Planting Index.

Land Use

Tree canopy metrics were summarized for each land use category (Figure 9). The TC metrics for the largest twelve land use categories are displayed in Figure 10. Residential-1 Family is the single largest land use category in Bridgeport, with 37% of existing tree canopy. Nearly 60% of the city's total tree canopy is in residential land use categories. The Industrial-Manufacturing category is also important, with 11% of the city's overall tree canopy. In terms of establishing new tree canopy (Possible TC), the Tax Exempt and Condominium categories each have the greatest proportion of their land area available, each having 60%. Substantial proportions of these areas (31% and 40%, respectively) are currently vegetated land, where tree canopy opportunities are generally better than on impervious land. As a percentage of all land in the city it is the residential areas that provide the greatest opportunity for increasing tree canopy (collectively accounting for >40% of Possible TC).

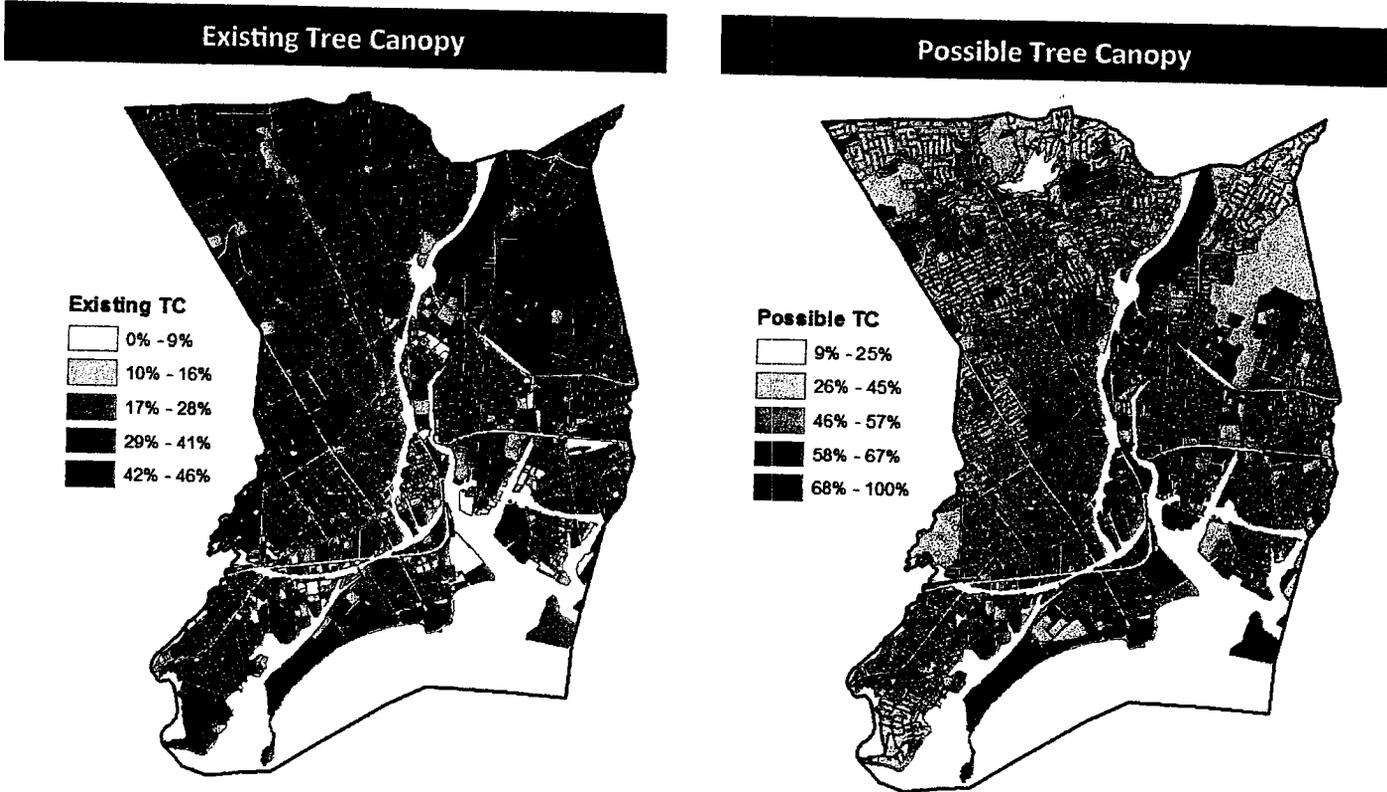


Figure 9. Existing TC (left) and Possible TC (right) as a percentage of land area.

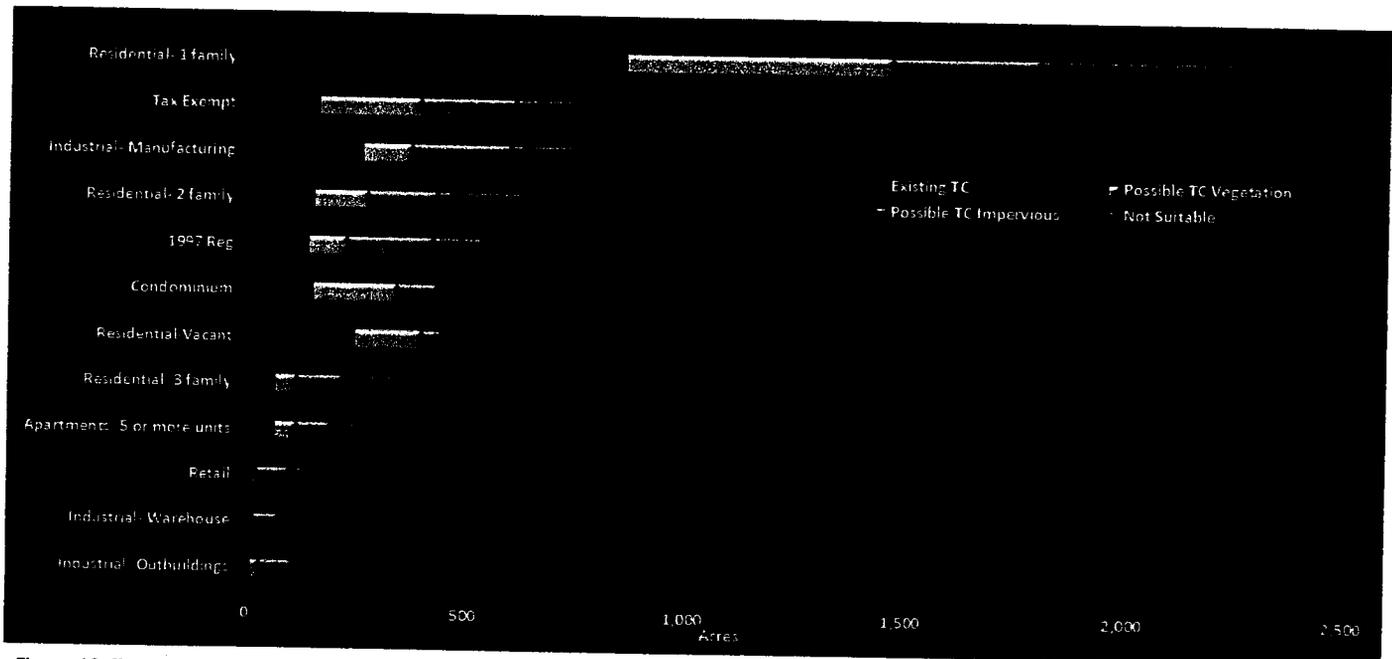


Figure 10: TC metrics summarized by Land Use (largest 12 categories are shown).

Council Districts

Council District 137 has the lowest Existing TC (Figures 9, 10). All of the other districts in the southern and central areas of the city have similarly low Existing TC, although three districts in the southeast (131, 137, 139) all have relatively high Possible TC — greater than 48% (although Council District 131 includes a substantial, undeveloped coastal area). Council District 138 has the highest Existing TC (46%). Much of this tree canopy, however, appears to be within a heavy industrial zone that remains largely undeveloped. All Council Districts present opportunities as each has over one-third of its area identified as Possible TC.

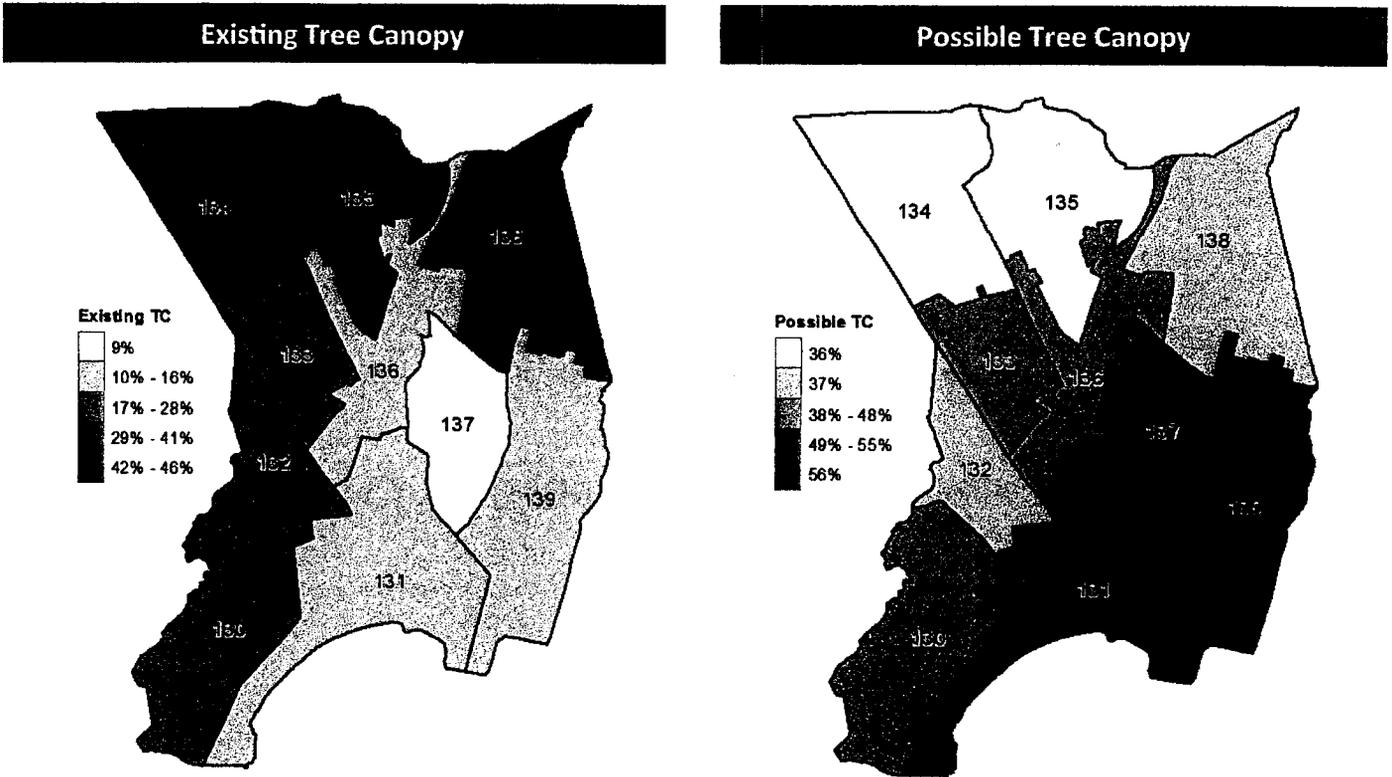


Figure 11. Existing TC (left) and Possible TC (right) as a percentage of Council District land area.

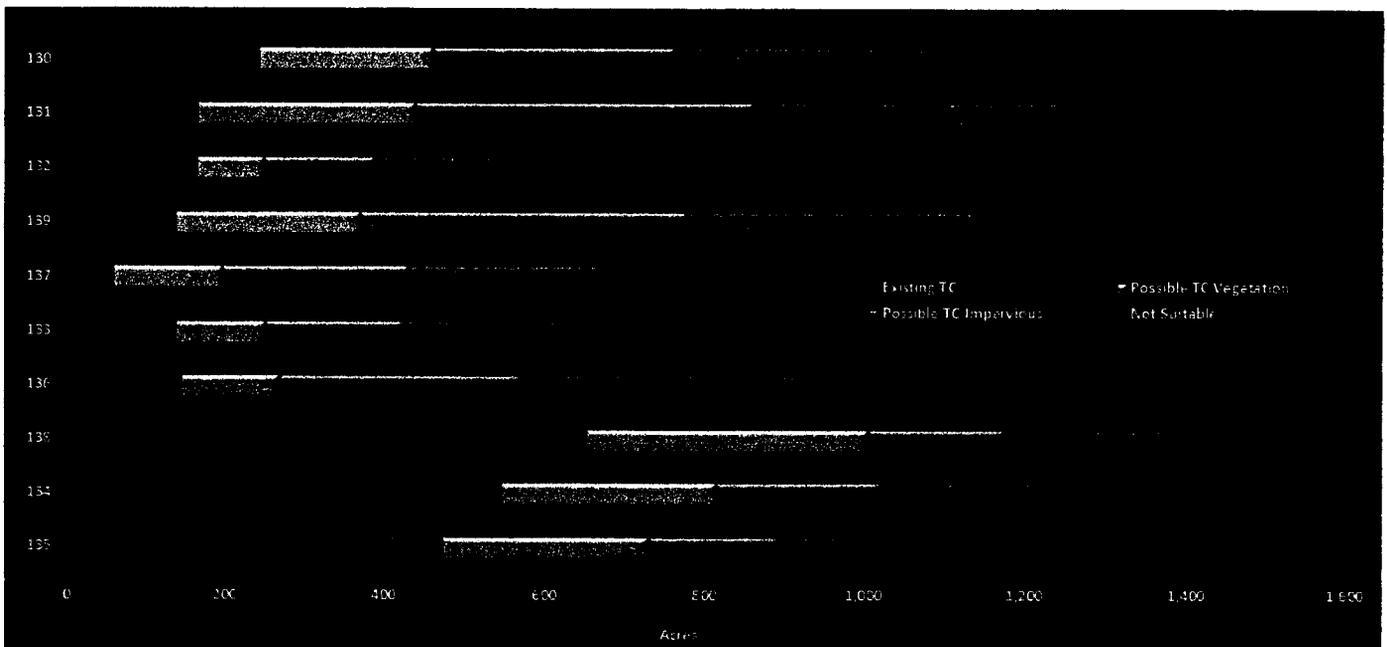


Figure 12: TC metrics summarized by Council District.

Watersheds

Existing and Possible Tree Canopy (TC) was analyzed for the portions of the 3 subwatersheds of the Pequonnock River with the city limits (Figure 13). Tree canopy in these watersheds varies widely, with the Middle Pequonnock subwatershed having 40% of its land area covered by tree canopy and the Lower Pequonnock River having 14%. Tree canopy distribution in the subwatersheds is largely a factor of land use. Middle Pequonnock and Island Brook are mostly residential and open spaces, whereas Lower Pequonnock has a high proportion of commercial and industrial uses. Possible TC is highest in this heavily-developed subwatershed. Nearly half of its land area is in non-building, non-road impervious surfaces and vegetation that, if modified, could potentially support tree canopy. However, establishing tree canopy on many of these areas will be challenging due to their current use (e.g. parking lots and recreational fields). Overall, Existing TC is higher and Possible TC lower, in residential neighborhoods.

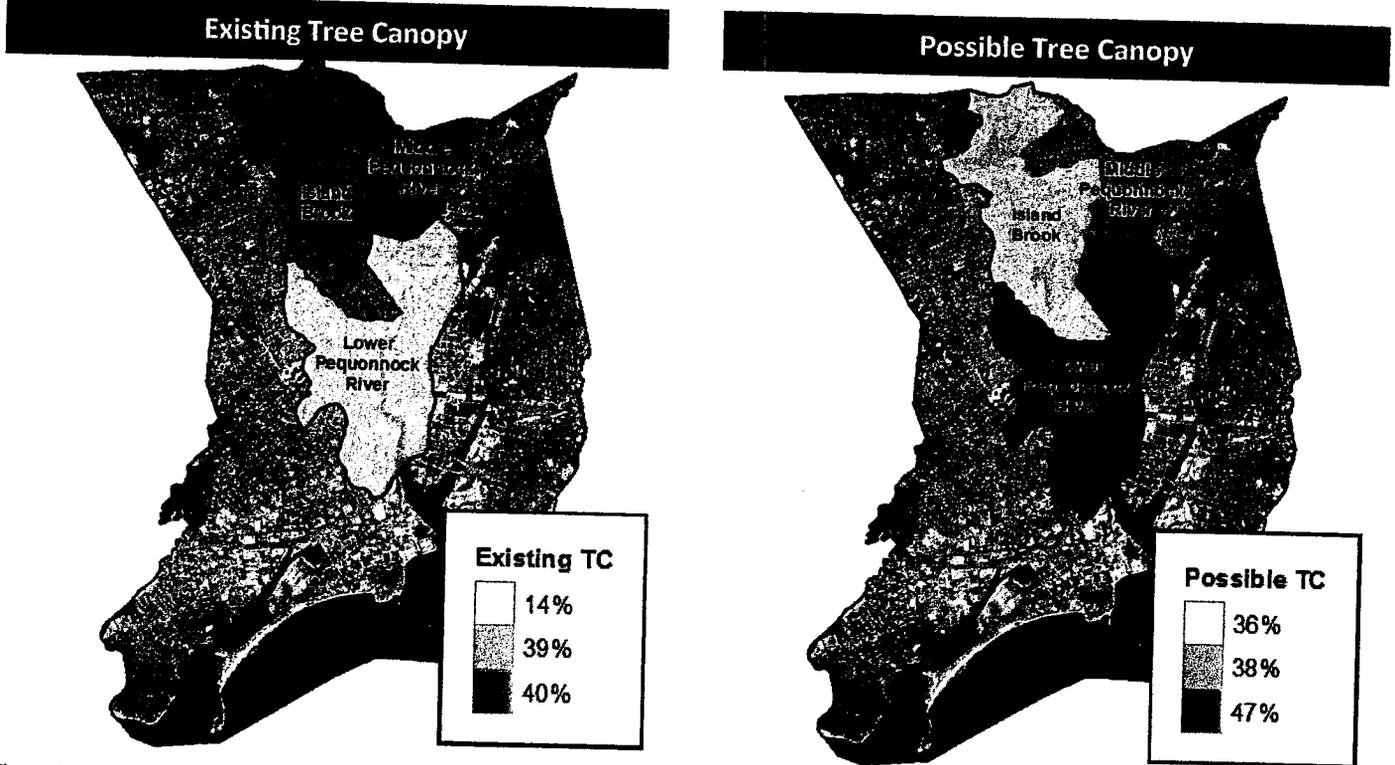


Figure 13. Existing TC (left) and Possible TC (right) as a percentage of neighborhood land area.

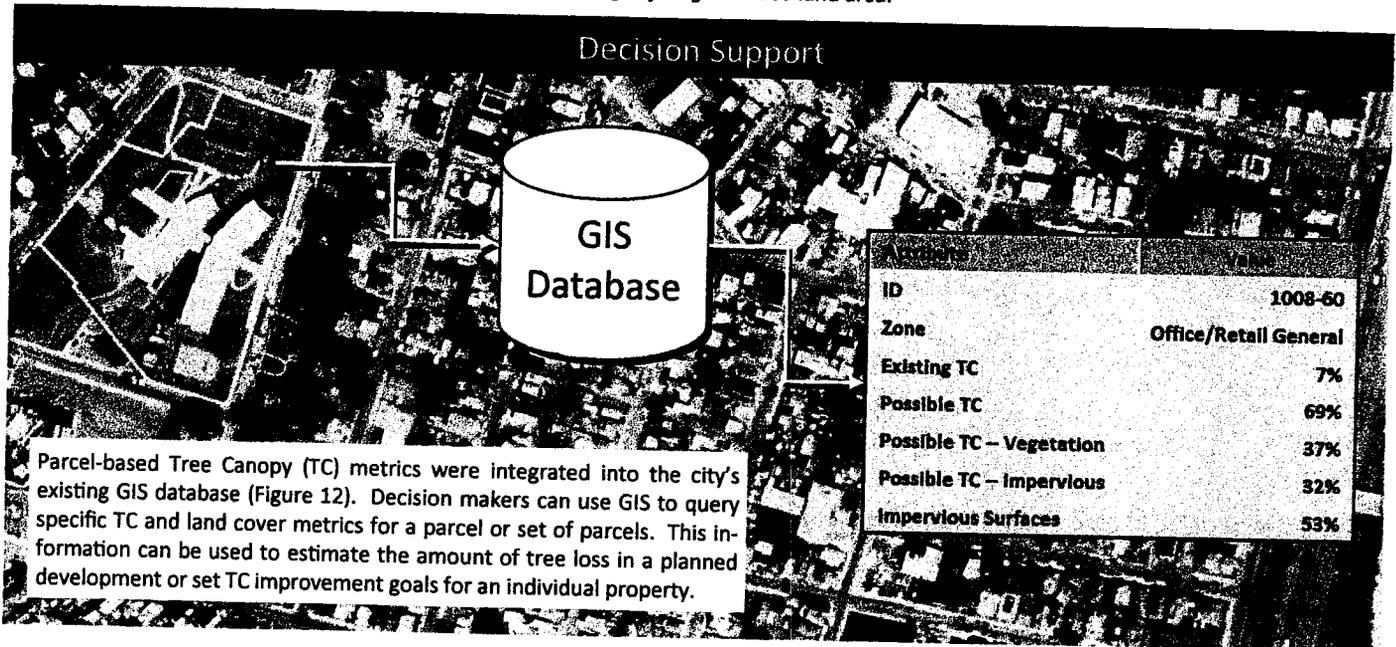


Figure 14: GIS-based analysis of parcel-based TC metrics for decision support. In this example, GIS is used to select an individual parcel. The attributes for that parcel, including the parcel-based TC and land cover metrics, are displayed in tabular form providing instant access to relevant information.

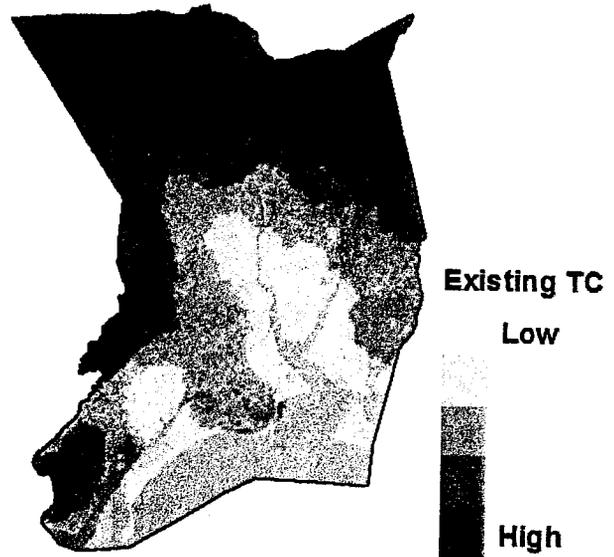
Tree Canopy Opportunity Index

In addition to simple descriptive statistics, more sophisticated techniques can help identify areas of the city where tree-planting and stewardship programs would be most effective. One approach is to focus on spatial clusters of Existing and Possible TC. When a 200-foot grid network is superimposed on the land-cover map (Figure 15a), it is possible to map regions of the study area where high values of Existing TC are tightly clustered (Figure 15b). A similar map was constructed for Possible TC (Figure 15c). A single index was created by subtracting the percentage of Existing TC per grid cell from Possible TC, which produced a range of values from -1 to 1. When clustered, this tree canopy opportunity (TCO) index highlights areas with high Possible TC and low Existing TC (Figure 15d); these areas theoretically offer the best places to strategically expand Bridgeport's tree canopy and to increase its many attendant benefits. Unlike PPI (Figure 8d), TCO does not take into account population information. As such, the areas with the highest TCO are the largely industrial and commercial sections of the city that have low Existing and high Possible TC. As with all such analyses, however, landscape context must be evaluated before setting priorities.

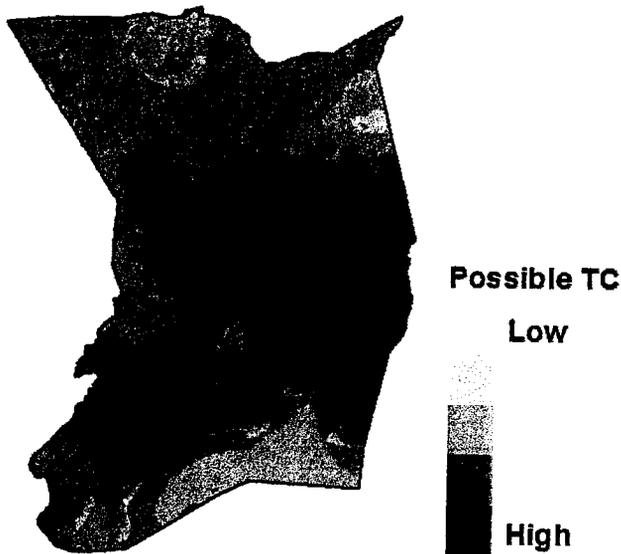
a. 200ft Grid



b. Existing TC Hotspots



c. Possible TC Hotspots



d. Tree Canopy Opportunity Index

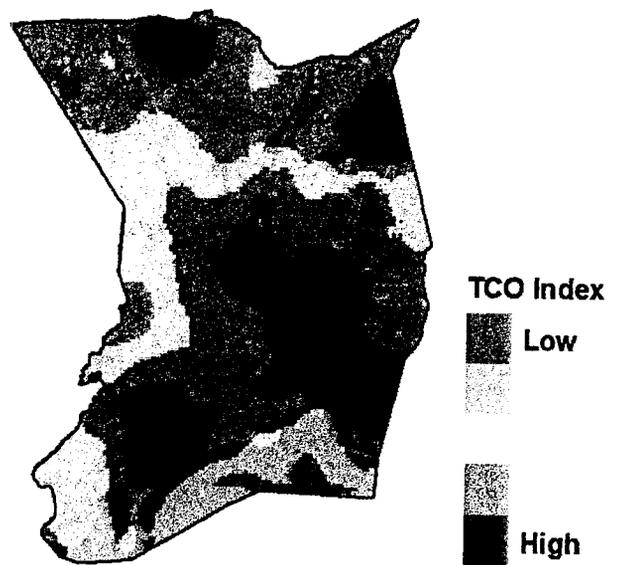


Figure 15: (a) Grid network (250-foot cells) superimposed on land-cover map for Bridgeport and then used in spatial cluster analyses; (b) Spatial clustering of Existing TC in Bridgeport; dark green areas are highly clustered and have high Existing TC values; (c) Spatial clustering of Possible TC in Bridgeport; dark red areas are highly clustered and have high Possible TC values.; and (d) Spatial clustering of a combined index of Existing and Possible TC; red areas theoretically provide the best opportunities for expanding tree canopy.

Conclusions

- Bridgeport's urban tree canopy is a vital city asset that reduces stormwater runoff, improves air quality, reduces the city's carbon footprint, enhances quality of life, contributes to savings on energy-bills, and serves as habitat for wildlife.
 - Although this assessment indicates that 45% of the land in Bridgeport could theoretically support tree canopy, planting new trees on much of this land may not be socially desirable (e.g. recreation fields) or financially feasible (e.g. parking lots). Setting a realistic goal requires a detailed feasibility assessment using the geospatial datasets generated as part of this assessment.
 - With Existing and Possible TC summarized at the parcel level and integrated into the city's GIS database, individual parcels can be examined and targeted for TC improvement. Of particular focus for TC improvement should be parcels in the city that have large, contiguous impervious surfaces. These parcels contribute high amounts of runoff, which degrades water quality.
- The establishment of tree canopy on these parcels will help reduce runoff during periods of peak overland flow.
 - Bridgeport's residents are the largest "owner" of tree canopy by land use type. Programs that educate residents on tree stewardship and provide incentives for tree planting are crucial if Bridgeport is going to sustain its tree canopy in the long term.
 - Geographically the greatest opportunities for increasing tree canopy lie in the central, southeast, and southwest sections of the city. The TCO Index, which highlights those portions of the city where the "biggest bang for the buck" can be achieved will help with strategic planning.
 - Census Block Group summaries can be used to target the expansion of new tree canopy in areas of the city to meet the needs of underserved populations. The Priority Planting Index (PPI) can help to guide these efforts.
 - Efforts to improve the quality of the Pequonnock River should focus on subwatersheds with low amounts of Existing TC.

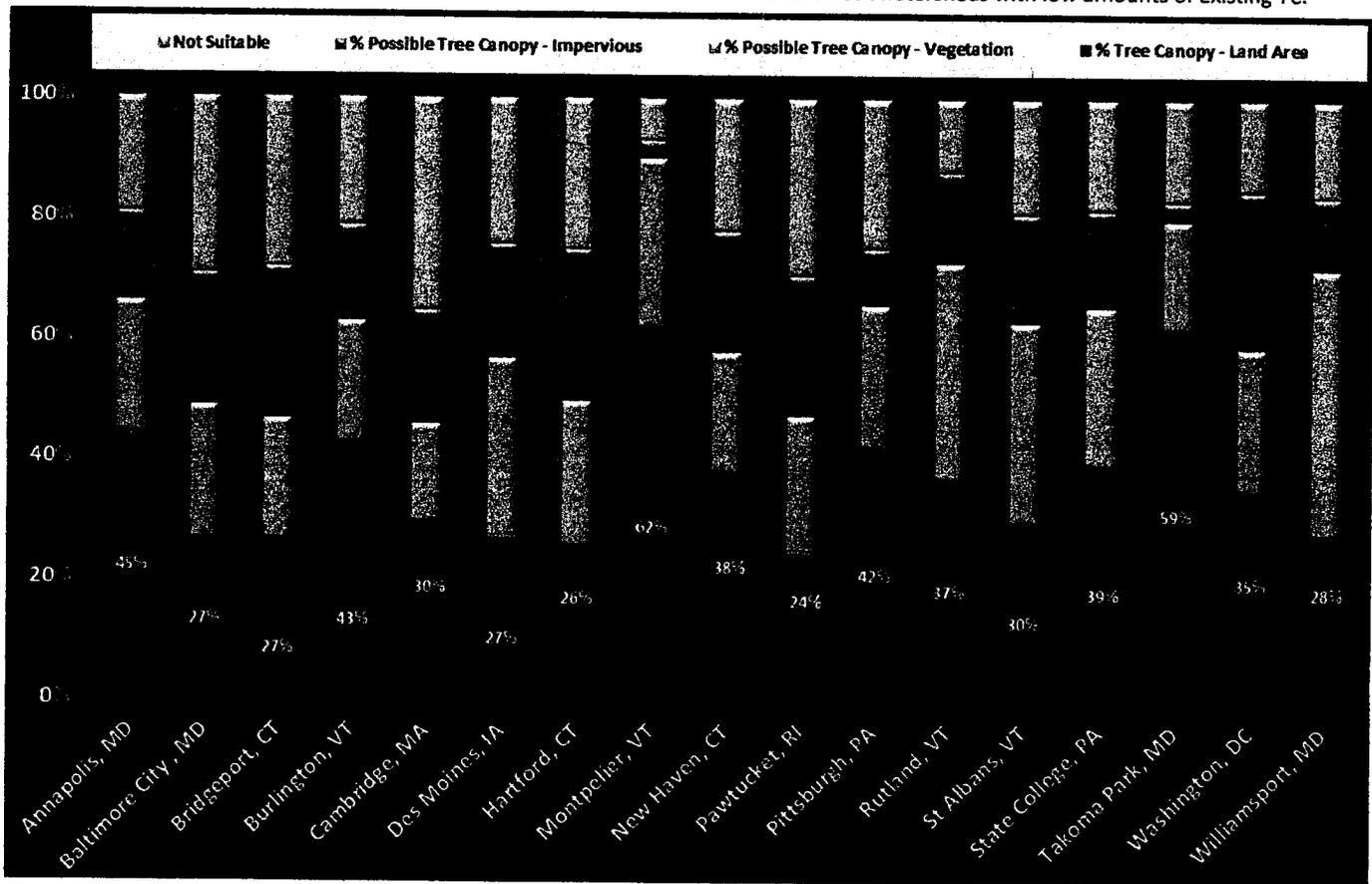


Figure 16: Comparison of Existing and Possible Tree Canopy with other similar cities that have completed Tree Canopy Assessments.

Prepared by:

Jarlath O'Neil-Dunne
University of Vermont
Spatial Analysis Laboratory
joneildu@uvm.edu
802.656.3324

Additional Information

This project was made possible by a grant provided by the Connecticut Department of Energy and Environmental Protection Division of Forestry and funding provided by Northeastern Area State and Private Forestry, U. S. Forest Service. For more info <http://nrs.fs.fed.us/urban/UTC/>



University of Vermont
Spatial Analysis Lab

RESOLUTION

By Councilmember(s): Lydia N. Martinez

District: 137th

Introduced at a meeting
of the City Council, held:

October 7, 2013

Referred to: Board of Police Commissioners

Whereas, the safety and wellbeing of the residents of the City of Bridgeport is very important,

Whereas, the recent spike in motor vehicle accidents has raised the concern for safer roadways throughout the City,

Whereas, our City's roadways are travelled by motor vehicle, bicyclist, motorcyclist and pedestrians alike,

Be it resolved, that the City Council is requesting the that Board of Police Commissioners make the intersection of Knowlton Street and Shelton Street (location photo attached) an all-way stop with appropriate signage and striping.

Referrals Made:

Attest: _____
City Clerk

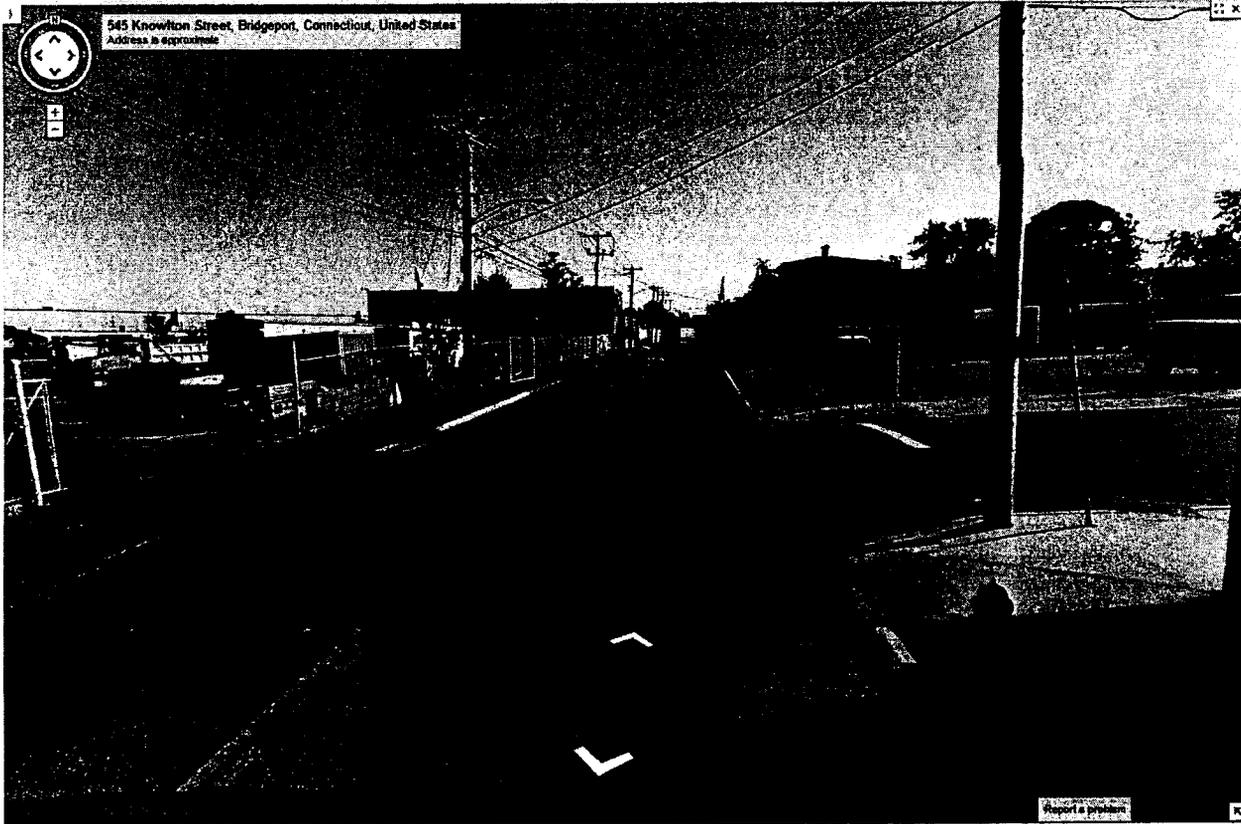
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CITY CLERK'S OFFICE
2013 SEP 23 A 9 20
ATTEST
CITY CLERK

Google

550 knowlton street bridgeport



SIGN IN





City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***146-12 Consent Calendar**

Amendment to Tax Incentive Development Ordinance Providing that Tax Incentive Development Agreements shall be Conveyed with the Property

WHEREAS, Chapter 3.20 of the Bridgeport Municipal Code, "Tax Incentive Development Program," allows for the abatement of real estate taxes for eligible developments; and

WHEREAS, such developments require long term financing that relies upon the stability and predictability of real estate taxes pursuant to Tax Incentive Development Agreements over the defined period of time, notwithstanding any ownership changes that may occur during that relevant period of time; and

WHEREAS, the City's Office of Planning and Economic Development wishes to encourage development through the provision of tax incentive agreements and has found that such agreements are currently limited in their effectiveness owing to the fact that they currently are not conveyed with the property; Now, Therefore,

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, Section 3.20.060(C), "Miscellaneous Provisions," is hereby amended to read as follows:

- C. Tax Incentive Development Agreements shall ~~not~~ be conveyed with the property~~[-]~~, **provided that successor owners in interest, including successors [The provision shall apply to changes] in controlling ownership of the directly relevant and responsible corporations and limited partnerships [(Connecticut General Statutes Section 34-9 et seq. of the Statutes as amended, the Uniform Limited Partnership Act)]. and limited liability corporations, shall accept all the obligations pursuant to such Agreements, and shall be able to carry out such obligations, with evidence of such capability and commitment being subject to the City's mandatory but reasonable right of review and consent.**

This change shall be effective upon passage by the City Council.



Report of Committee on Ordinances
***146-12 Consent Calendar**

Respectfully submitted,
THE COMMITTEE ON ORDINANCES

Richard M. Paoletto, Jr.
Co-Chair

Warren Blunt
Co-Chair

Lydia N. Martinez

Steven J. Stafstrom, Jr.

Howard Austin, Sr.

AmyMarie Vizzo-Paniccia

Richard Bonney

City Council Date: October 7, 2013
Tabled and Ref'd back to Committee on 10/7/2013



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***147-12 Consent Calendar**

WHEREAS, Chapter 3.24 of the Bridgeport Municipal Code, "Affordable Housing Development Program," allows for the abatement of taxes for affordable housing developments, for a period not to exceed two years; and

WHEREAS, Connecticut General Statutes Section 8-215 and Section 8-216 allow municipalities to offer tax abatements of real property taxes, in whole or in part, for affordable housing developments and allow the State, at its discretion, to provide the municipality with reimbursements for such real property tax abatements for a period of up to forty years; and

WHEREAS, affordable housing developments are generally created with financing that runs as long as forty years; and

WHEREAS, the City wishes to encourage the development of affordable housing by providing Tax Incentives that support the required financing; Now, Therefore,

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances Chapter 3.24 Affordable Housing Development Program is hereby amended as follows:

Chapter 3.24

AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT PROGRAM

Sections:

3.24.010 - Established.

3.24.020 - Program administration.

3.24.030 - Eligibility Criteria.

3.24.040 - Miscellaneous.



Report of Committee on Ordinances
*147-12 Consent Calendar

-2-

3.24.010 - Established.

Pursuant to Section 8-125 and Section 8-126 of the Connecticut General Statutes, [~~as amended ("Statutes") Section 7-498 and Section 8-215;~~] the ordinance codified in this chapter establishes an affordable housing tax incentive [~~nonprofit developer temporary payment in lieu of taxes, (hereinafter referred to as PILOT)~~] development program for the [e]City, and allows for the abatement of real property taxes for a [~~nonprofit developer for a~~] period of up to forty years. [~~not to exceed two years.~~]

(Ord. dated 3/15/93 (part): prior code § 24-180)

3.24.020 - Program administration.

- A. Except for the establishment of property assessment as governed by the statutes of the state of Connecticut, and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this [~~temporary PILOT~~] program.
- B. In consultation with the tax collector and tax assessor, OPED shall establish uniform and consistent policies, procedures and forms to ensure compliance with this chapter making such procedures, and forms publicly available within one hundred twenty (120) days of the enactment of the ordinance codified in this chapter.
- C. The policies, procedures and forms shall be made available for public comment for a thirty-day period prior to their implementation and shall be approved by the city council through the office of the city clerk.
- D. The applicant for a [~~temporary PILOT~~] tax incentive under this chapter shall submit a letter of request for such a [~~PILOT~~] tax incentive which shall disclose all principals of the applicant. The applicant must complete and file with OPED all other necessary forms required by OPED.

(Ord. dated 3/15/93 (part): prior code § 24-181)



Report of Committee on Ordinances
*147-12 Consent Calendar

-3-

3.24.030 - Eligibility criteria.

A. Projects eligible for assistance under this chapter must be projects that include housing for low or moderate-income persons, as defined by the US Department of Housing and Urban Development or as defined by the State of Connecticut Department of Housing, the State of Connecticut Department of Economic and Community Development, or by the Connecticut Housing Finance Authority, or by their successor agencies in the federal or state government. [~~shall be housing intended solely for owner occupancy by low or moderate income persons or families; income levels must conform with standards established by the State Commissioner of Housing pursuant to Connecticut General Statutes Section 8-215(2).]~~

~~[B. Only nonprofit housing development corporations recognized by the state of Connecticut shall be eligible for assistance under this chapter.]~~

~~[C. Any temporary PILOT granted under this chapter shall be limited to the taxes assessed on two successive grand lists and shall terminate as of the date of sale by the nonprofit developer, if prior to the expiration of the two-year period. Upon request of the developer, the PILOT may be extended for one additional year by a two-thirds vote of the entire city council, if said extension is reasonably necessary to achieve one or more of the aforementioned purposes. Pursuant to this program and chapter, PILOTS may not be extended for more than one additional year.]~~

(Ord. dated 3/15/93 (part): prior code § 24-182)



Report of Committee on Ordinances
*147-12 Consent Calendar

-4-

3.24.040 - Miscellaneous.

- A. All projects receiving a tax abatement under this chapter are receiving the assistance so as to achieve one or more of the following objectives: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the relevant agencies as described in Section 3.24.030 or by the State of Connecticut's Commissioner of Economic and Community Development by regulation, or (3) to provide necessary and related and complementary facilities or services in such housing. [~~assistance under this chapter shall comply with a public benefits test which shall include existing local land use and building regulation.~~]
- B. Tax incentive development agreements shall run with the property, provided that successor owners in interest shall accept all the obligations pursuant to such agreements, and shall be able to carry out such obligations, with evidence of such capability and commitment being subject to the city's mandatory but reasonable right of review and consent. [~~Temporary PILOT development agreements shall not be conveyed with the property. The provision shall apply to changes in controlling ownership of corporations and limited partnerships (Connecticut General Statute Section 3409 et seq. as amended, the Uniform Limited Partnership Act).~~]
- C. To become effective, tax incentive development agreements shall be executed as a contract between the owner of the project and the city, and shall be recorded on the land records of the city. [~~In order to become effective, temporary PILOT development agreements shall be recorded by the nonprofit developer on the land records of the city.~~]
- D. All projects awarded a [~~temporary PILOT~~] tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.



Report of Committee on Ordinances
*147-12 Consent Calendar

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- E. [~~Temporary PILOT~~] Tax Incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act amended, Section 1-15 et seq.
- F. Once an application meets the eligibility criteria and public benefits test established by OPED in accordance with this chapter, the application shall be forwarded with a report from OPED to the city council for final approval. The report shall explain OPED's rationale for supporting the [~~temporary PILOT.~~] tax incentive.

(Ord. dated 3/15/93 (part): prior code § 24-183)

These changes shall be effective upon passage by the City Council.

Respectfully submitted,
THE COMMITTEE ON ORDINANCES

Richard M. Paoletto, Jr.
Co-Chair

Warren Blunt
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Richard Bonney

***134-12 Consent Calendar**

Resolution regarding a Memorandum of Understanding between the University of Bridgeport and the City of Bridgeport and its Board of Park Commissioners pertaining to Softball Field Diamond #2 at Seaside Park.

**Report
of
Committee
on
Contracts**

Submitted: October 7, 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 **Contracts** begs leave to report; and recommends for adoption the following resolution:

***134-12 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding Memorandum of Understanding between the University of Bridgeport and the City of Bridgeport and its Board of Park Commissioners pertaining to Diamond #2 at Seaside Park

WHEREAS, the City of Bridgeport Parks and Recreation Department provides well maintained, enjoyable park grounds and facilities to enhance the quality of life for City residents and visitors; preserves and protects open spaces, provides opportunities for active and passive recreation, and maintains the landscapes, environment, structures and woodlands that exist within these areas; and

WHEREAS, the City has recently completed a Parks Master Plan for the City which provides a guide to increasing the number of activities and programs utilizing the city's park system; and

WHEREAS, the Board of Park Commissioners had approved the making of physical improvements and the joint implementation of field restoration work with the City of Bridgeport Parks and Recreation Department and the University of Bridgeport in the effort to facilitate usage of Seaside Park Diamond #2 for NCAA-compliant women's softball as well as women's softball athletic programs from various local high schools and recreational leagues; and

WHEREAS: the City will enter into such mutually-acceptable agreements and take such other actions as they deem necessary or desirable to implement the Project; Now, therefore be it

RESOLVED, that the Mayor or the Director of Public Facilities or Director of Parks and Recreation is authorized, upon the approval as to form by the Office of the City Attorney, to negotiate and execute a memorandum of understanding between the University of Bridgeport and the City of Bridgeport and its Board of Park Commissioners, enter into such other agreements as may be required consistent with this resolution, and take such other necessary or desirable actions in furtherance of the Project as they may deem to be in the best interest of the City.



Report of Committee on Contracts Committee
*134-12 Consent Calendar

-2-

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Carlos Silva, Co-chair



Michael J. Marella Jr., Co-chair

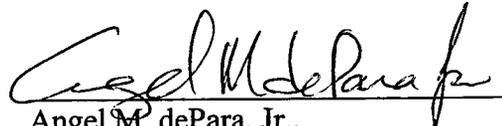


M. Evette Brantley

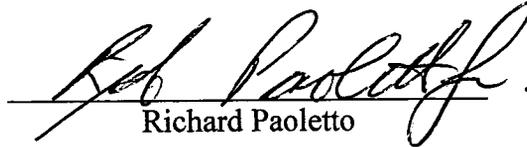
James Holloway



Susan T. Brannely



Angel M. dePara, Jr.,



Richard Paoletto

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF BRIDGEPORT
AND
THE CITY OF BRIDGEPORT
AND ITS
BOARD OF PARKS COMMISSIONERS**

AGREEMENT between the City of Bridgeport, Board of Park Commissioners (“Parks”), acting through the Department of Public Facilities of the City of Bridgeport (“City”), having an address at Margaret E. Morton Government Center, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604 (“City”) and the University of Bridgeport, a private university organized under the laws of the State of Connecticut, having an address at 126 Park Avenue, Bridgeport, CT 06604 (“UB”) desire to entering into an understanding with respect to making physical improvements to Diamond #2 at Seaside Park shown on Exhibit 1 attached hereto (“Diamond”) so that UB may play on an NCAA-compliant softball field that it needs for a limited number of months each year to host practices/games for its NCAA womens college softball team (“Team”) while allowing Parks to schedule unrestricted use to the girls and womens softball programs of Bassick High School, Harding High School, Black Rock Little League, Caribe Youth League and other City-based girls and womens softball leagues (“Users”) at all other times.

NOW THEREFORE, for good and valuable consideration, each received by the other, the parties hereby agree as follows:

1. License to Use the Diamond. In consideration for the agreed improvements to be made by UB and the City to the Diamond together with annual pre-season maintenance and in-season grooming, the City agrees to grant a non-exclusive license to UB to use the Diamond for Team softball practices and games from March 15 through April 30 (and perhaps longer in the case that the Team qualifies for NCAA playoffs) (“NCAA Season”) of each year during the Term (defined below), with the Team having scheduling priority for its games during the NCAA Season. UB will clear its NCAA Season schedule in advance with Parks and Parks will schedule use of the Diamond by UB and other Users for the balance of each year during the Term.

2. Term. This agreement shall commence with the NCAA Season beginning in March 2014 and shall continue for a period of ten (10) years until the end of the NCAA Season in 2023 (“Term”) unless sooner terminated by either party as set forth herein.

3. UB Contribution to Improvements. The City and UB agree to work cooperatively to prepare the Diamond and improve it to NCAA standards. UB will either (a) contribute the sum of \$50,000.00 to the City for making improvements to the Diamond that will permit NCAA play or (b) will install items of equivalent value to the Diamond, which may consist of an NCAA-compliant fence around the Diamond with 200-foot outfield fences, new fenced dugouts on a concrete pad each with a fixed roof, a new clay infield, or other improvements ("NCAA Improvements") so long as such an arrangement complies with City's collective bargaining agreements. UB will design the improvements to the Diamond at its own cost in addition to the above financial or in-kind contribution. UB will use and permit the City to use UB's design for the Diamond ("NCAA-Compliant Design") and, if the City agrees to perform the improvements described in such NCAA-Compliant Design, UB's engineer will layout and stake the locations of various field improvements.

4. City Contribution to Improvements.

(a) The City will either (a) accept the \$50,000.00 contribution from UB described in Paragraph 3 hereof and perform the work of the NCAA Improvements with its own forces or through public bidding or (b) will permit UB to complete so much of the NCAA Improvements as UB's financial commitment will allow. The City will provide and install metal bleachers for spectators at the City's option.

(b) In addition, the Board of Parks Commissioners will commit no more than \$50,000.00 to construct or provide various improvements to the Diamond.

(c) The City's Department of Public Facilities will also contribute an as-yet unknown sum from the Seaside Park Fund to the improvement of the Diamond and will determine what improvements can be accomplished through City forces and resources.

All of the improvements to the Diamond, whether NCAA-Compliant or otherwise, will be set forth in a budget to be mutually agreed between the City and UB ("Budget").

5. Annual Pre-Season Preparation and In-Season Maintenance. The City and UB will mutually agree to accomplish the following work to the Diamond annually during the Term:

(a) Top-dress the infield with clay prior to the start of the NCAA Season;

(b) Mow the field prior to the start of the NCAA Season and weekly during the NCAA Season; and

(c) Clean the general area of debris prior to the start of the NCAA Season and prior to each NCAA game.

6. **Scheduling.** The City gives UB priority in scheduling of its NCAA games during the NCAA Season and potential playoff games that UB qualifies for and will work cooperatively with UB to provide practice time during the NCAA Season. At all times when UB is not using the Diamond for NCAA games or practices, the City has the right to schedule the use of the Diamond with other Users. In order to facilitate and coordinate scheduling events at the Diamond, the parties agree to meet in August or September of each year during the Term to plan use of the Diamond during the following NCAA Season so that all schedules can be taken into consideration.

7. **Disputes.** All disputes, if they cannot be resolved amicably at a staff level, shall be resolved by a meeting, called by a party on fifteen (15) days prior written notice, among the City's Mayor, the Chairman of the Board of Parks Commissioners, and the President of UB, or their respective designees. If the parties cannot come to agreement within thirty (30) days after such meeting is called, whether or not the meeting is held, either party may send written notice to the other that this agreement will be terminated in 365 days from the date of such notice.

8. **Notice.** Any notice desired or required to be given hereunder shall be given in writing and shall be either hand-delivered, delivered by overnight courier service, or shall be mailed in a post-paid envelope addressed to the other party and deposited in a mailbox operated by the United States Postal Service to the following addresses:

If to the City:

At the address first set forth above, Attention: Mayor.

With a copy to:

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

If to UB:

At the address first set forth above, Attention: University President.

With a copy to:

This agreement requires the approval of the Board of Parks Commissioners and the Bridgeport City Council and shall become effective upon delivery of a fully-executed original to UB.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this ____ day of _____, 2013.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

UNIVERSITY OF BRIDGEPORT

By: _____
Name:
Title:

BOARD OF PARKS COMMISSIONERS

By: _____
Name:
Title:

Description of Diamond



City of Bridgeport, Connecticut
DEPARTMENT OF PARKS & RECREATION
7 TRUMBULL ROAD
TRUMBULL, CONNECTICUT 06611
TELEPHONE (203) 576-7233
FAX (203) 576-7235

CHARLES M. CARROLL
Director of Parks & Recreation

LUANN CONINE
Recreation Superintendent

August 28, 2013

The Honorable Thomas C. McCarthy
Council President
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Dear Mr. McCarthy:

At the monthly meeting of the Board of Park Commissioners held on Tuesday, August 14, 2012, the Board made the following motion:

On a motion made by Mr. Mercaldi, seconded by Mr. Labrador, it was unanimously voted to accept the agreement of diamond #2 as per the draft submitted to the Board on August 14, 2012.

Mr. Mercaldi said it would also include 4 b. of the draft that states the Park Board will not exceed \$50,000.00 from the Park Development Fund.

Sincerely

BOARD OF PARK COMMISSIONERS

Ellen M. Gerrity
CLERK

emg

August 14, 2012

The monthly meeting of the Board of Park Commissioners was held on Tuesday, August 14, 2012, at the North Branch Library, 3455 Madison Avenue, Bridgeport, CT at 6:30 p.m.

OPENING CEREMONY

ROLL CALL

Present: Commissioners: Marko, Rosa, Mercaldi, Brideau, Labrador, Giles and Owens, Parks and Public Facilities Director Charles M. Carroll, and Clerk Ellen M. Gerrity. Absent was Mr. Giles. Also in attendance were, Recreation Superintendent Luann Conine, Special Project Coordinator, Stephen Hladun, Manager of Parks and Roadway, Andrew Valeri and Recreation Coordinator Lee Nastu.

APPROVAL OF MINUTES OF JULY 10, 2012 MEETING

On a motion made by Mr. Brideau, seconded by Mrs. Owens, it was unanimously voted to approve the minutes of the July 10, 2012 meeting, with the amendment to add Ann Owens to the July 10, 2102, minutes.

GUESTS

1. George Estrada, Vice President for Facilities and Safety, and David P. Cote, P.E., Executive Director of Facilities, Planning and Operations in conjunction with the University of Bridgeport requesting to bring the Park Commissioners up to date on where the Seaside Park Diamond #2 improvement project with the University stands.

Mr. Estrada said they are here this evening to present to the Board a memorandum of understanding that the Commission had asked them to work on with the City Attorney's Office to develop the procedure and structure for the agreement to do the development of Seaside Park Field #2.

Mr. Estrada said that he hopes they have addressed all of the Boards concerns.

Mr. Estrada said the Board mentioned the control over the field; he wanted the Board to know that the field is a City facility and at all times, the Park Department will govern and maintain control over the field.

He said that the University of Bridgeport would request the early use of the field primarily prior to when the High School Leagues start which is in the March time frame when the NCAA schedule starts early and usually goes to Florida the second week in March.

He said that kicks off the NCAA schedule and at that time the high schools are not active yet, so there would not be a conflict with scheduling.

August 14, 2012

Mr. Estrada said that even when the high schools are playing, UB is on the road certain periods so they would not need to have the field every single day through the term they are asking for.

He said what they are asking for is priority consideration by the Park Department when scheduling so they can use the field during that time frame to complete their league time.

He said by May 1st they have graduation the following week and it is all over unless they are in post-season play

He said that at that time they are normally traveling and would only need the field for practice games while the high schools would usually be in school.

He said that at that time they could work through any conflicts for use of the field.

Mr. Estrada asked Mr. Carroll to address the discussion of the construction.

Mr. Carroll said they have discussed that the University of Bridgeport's architects and engineers would stake out the fields and the Park Department would do the cutting of the field and moving the dirt around to meet the grade stakes.

Mr. Carroll said that he spoke to Mr. Estrada about going out to bid to putting the infield in correctly. He said between both of them they will figure out UB's piece to put up a fence, put in dugouts and backstops, and have it seeded.

Mr. Carroll said that on the opposite side, UB owns the soccer field where the Park Department has some use of the field, and this will work out the same way, we will own the softball field and UB will have use of the field.

He said it would also produce a first class ball field for our high school girls' softball field that presently we do not have.

Mr. Carroll said that eventually he envisions putting in dugouts at diamond #1; he said there is no better place to play than at Seaside Park.

Mr. Marko said that the left field corner is so high, he questioned bringing diamond #2 to a level without the issue of water running down the hill and onto the field.

Mr. Carroll said that is why we have a civil engineer to do the grading.

Mr. Cote said that currently the upper mid field is at about 27 and the engineer is bringing the pitching plate up to 27.75.

He said that there will not be a lot of change in the infield, and that most of the change will be a cut of the right field and bringing it in and filling it into to the left field side.

August 14, 2012

Mr. Marko said that the remaining corner to diamond #1 is going to be very high.

Mr. Carroll said that you are outside diamond #1 and that the field will be turned away a little.

Mr. Cote said that the base lines will run parallel to the first base line and the third baseline of the baseball field will be more parallel than they are today.

Mr. Cote presented an outline of the ball field plan to the commissioners.

Mr. Labrador said that his only concern is if we are going to spend that kind of money on the field, we have to come up with a crew that is going to spend a lot of time on the field.

He said when you put good clay on a softball field to an NCAA level; you will need a crew to work on the field as if it was never touched.

Mr. Marko said that it would be part of their commitment to keep the field up during the season.

Mr. Marko said they discussed at an earlier meeting that the Park Board would contribute money for the field and allow the softball field to be used by the Caribe League, Black Rock Girls Little League, and girls' high school leagues.

Mr. Estrada said they went to all the different organizations to ask their input while designing the field.

Mr. Estrada said when they come off the field at the end of April; the field will be available to the different teams from April through July.

Mr. Carroll said that what they are asking the Board is to agree that this is a good idea and between the City Attorneys and theirs, it will be worked out.

Mr. Labrador asked when they would need the vote.

Mr. Carroll said the sooner the better.

Mr. Marko said he would like to see the university's commitment to this field.

Mr. Estrada said that they have committed a minimum of \$50,000.00 towards the construction of the field.

He said that to date they have already spent \$15,000.00, which will be in addition to that.

Mr. Estrada said the goal here would be to make a premier facility that they and others will benefit from.

August 14, 2012

Mr. Estrada said his hope is to develop the Boards confidence and come back again to entertain a discussion where they will partner again and invest in improvements of Diamond #1.

He said they would really like to see his teams playing at Seaside Park and not having to go out to other outside fields.

Mr. Marko said that the Park Board would not exceed \$50,000.00 for their obligation.

Mr. Carroll said at this time he does not know how much the total cost will be. He said he would have other money from the Seaside Park fund to contribute to it.

He said UB will make a commitment, along with the Park Commission and City funds; it just cannot go from \$150,000.00 to \$100,000,000.00.

On a motion made by Mr. Mercaldi, seconded by Mr. Labrador, it was unanimously voted to accept the agreement of diamond #2 as per the draft submitted to the Board on August 14, 2012 Mr. Mercaldi said it would also include 4 b. of the draft that states the Park Board will not exceed \$50,000.00 from the Park Development Fund.

Mr. Estrada said he appreciates the Board's support.

ADJOURNMENT

On a motion made by Mrs. Owens, seconded by Mr. Labrador, it was unanimously voted to adjourn the meeting at 7:50 p.m.

Respectfully submitted,



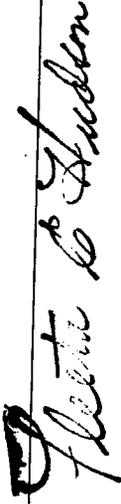
Ellen M. Gerrity
Clerk

***119-12 Consent Calendar (PHO)**

Public Hearing Ordered for October 21, 2013: re
Disposition of City Owned Properties to the Housing
Authority (HACB).

**Report
of
Committee
on
ECB & Environment**

Submitted: October 7, 2013

Adopted: 

Attest: _____
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

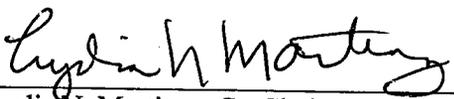
The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

*119-12 Consent Calendar (PHO)

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, October 21, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City Owned Properties to Housing Authority (HACB):

| NUMBER | ADDRESS | TYPE | Block/Lot | Recommendation |
|--------|----------------|------|-----------|----------------|
| 123 | Ridge Avenue | Lot | 406-11A | |
| 139 | Ridge Avenue | Lot | 406-13A | |
| 139 | Walnut Street | Lot | 406-10 | |
| 576 | Gregory Street | Lot | 406-09 | |
| 582 | Gregory Street | Lot | 406-6A | |

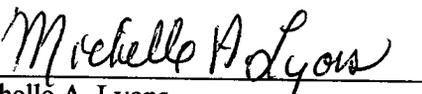
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez, Co-Chair

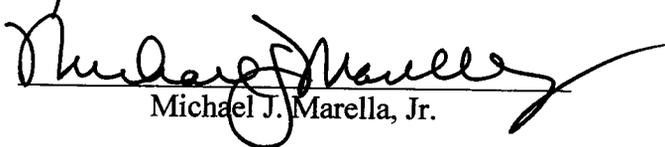

M. Evette Brantley, Co-Chair


Warren Blunt


Steven J. Stalstrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

***120-12 Consent Calendar (PHO)**

Public Hearing Ordered for October 21, 2013: re
Disposition and Redevelopment of City Owned
Property, 18-20 Island Brook Avenue.

**Report
of
Committee
on
CEA & Environment**

Submitted: October 7, 2013

Adopted: _____

Attest: _____

Fleta B. 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:

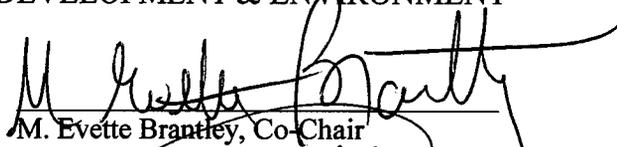
***120-12 Consent Calendar (PHO)**

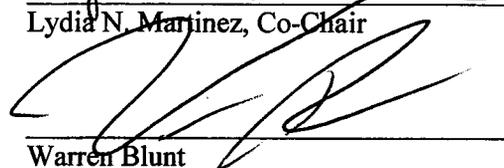
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, October 21, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition and Redevelopment of City Owned Property.

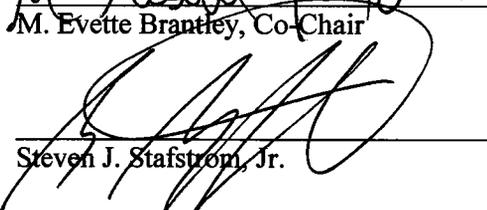
| Number | Address | House Type | Block/Lot | Recommendation |
|--------|---------------------|-------------------|-----------|----------------|
| 18-20 | Island Brook Avenue | WPCA pump station | 1542-16 | Sell |

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


Lydia N. Martinez, Co-Chair

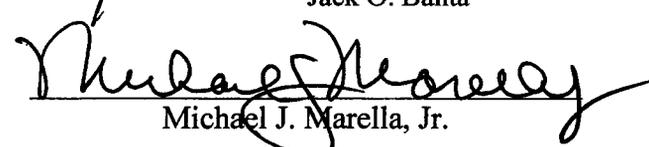

M. Evette Brantley, Co-Chair


Warren Blunt


Steven J. Stafstrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

Council Date: October 7, 2013

***121-12 (Ref. #35-10 & 53-11) Consent Calendar**

Resolution regarding HOME Program Sub-recipient Administrator for Down Payment and Closing Cost Assistant Program for Program Year 37 and Program Year 38.

**Report
of
Committee
on
ECB & Environment**

Submitted: October 7, 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:

***121-12 (Ref. #35-10 & 53-11) Consent Calendar**

HOME PROGRAM PROGRAM YEAR 37 & PROGRAM YEAR 38 DOWNPAYMENT AND CLOSING COSTS ASSISTANCE PROGRAM

WHEREAS, the City of Bridgeport received HOME Program allocations from the U. S. Department of Housing in 2011 (Program Year 37) and in 2012 (Program Year 38) in order for the City, among other affordable housing initiatives, to partner with local nonprofit groups-to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership; and

WHEREAS, HOME is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households; and,

WHEREAS, the City of Bridgeport allocated PY 37 and PY 38 HOME funds for homebuyer activities; and

WHEREAS, the City issued a Request for Proposals inviting HUD approved counseling agencies to respond to the City's request for a Program administrator of the City's HOME Program funded Downpayment and Closing Cost Assistance Program; and

WHEREAS, the City will link homebuyer education and housing counseling with down payment and closing cost assistance tied to fixed rate mortgage loan products so that first time homebuyers may purchase a home in Bridgeport; and

WHEREAS, Bridgeport Neighborhood Trust responded to the solicitation and proposes the following:

- Market the Program throughout the City;
- Deliver Homebuyer Education Training courses on a monthly basis;
- Process applications within 5 days;
- Intake 48 clients;
- Train 35 Program clients;
- Close 27 loans at the maximum Program amount of \$10,000 each; and



Report of Committee on ECD and Environment
*121-12 (Ref. #35-10 & 53-11) Consent Calendar

-2-

WHEREAS, Their proposal was approved by the City's Board of Public Purchases on July 20, 2013; Now, therefore be it

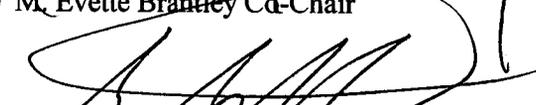
RESOLVED, that the Mayor of the City of Bridgeport and/or the Chief Administrative Officer and/or the Assistant Chief Administrative Officer and/or the Director of the Office of Planning and Economic Development and/or the Acting Director of Housing and Community Development, are hereby authorized and empowered to execute any and all documents and/or agreements required by HUD to implement the City's HOME funded Downpayment and Closing Costs Assistance Program.

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.

March 4, 2011

CT Post publication dates: March 8th, 14th & 22nd
Public Hearings Held on: March 22nd, March 23rd & March 24th

Notified on April 26th:
K. McDermott, Senior Manager, Central Grants
A. Nunn, CAO
A. Wood, Chief of Staff

***35-10 Consent Calendar**

Consolidated Plan 2008-2013 for Program Year 37
Annual Action Plan: CDBG, ESG, HOME, HOPWA
Programs.

**Report
of
Committee
on
ECB & Environment**

Submitted: April 18, 2011

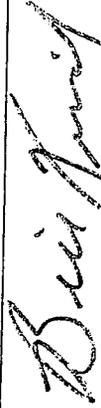
Adopted: _____

Attest: _____



City Clerk

Approved _____



Mayor

RECEIVED
CITY CLERK'S OFFICE
2011 APR 25 11:28
ATTEST
CITY CLERK



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:

*35-10 Consent Calendar

CONSOLIDATED PLAN 2008-2013 PROGRAM YEAR 37 ANNUAL ACTION PLAN:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM EMERGENCY SHELTER GRANT PROGRAM HOME PROGRAM HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM

WHEREAS, the City of Bridgeport, Connecticut is required to prepare and submit to the U.S. Department of Housing & Urban Development (HUD) a Five Year (2008-2013) *Consolidated Housing and Community Development Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate income persons"; and

WHEREAS, the City of Bridgeport has developed its (2008-2013) *Consolidated Housing and Community Development Plan* in accordance with HUD regulations and through a collaborative process whereby it has established a unified vision for its community development actions for the next five years; and

WHEREAS, the City of Bridgeport has also developed a proposed *PY37 Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2010-2011:

| | |
|---|------------------------|
| *Amended off the floor 4/18/2011: | |
| Community Development Block Grant Program | \$2,524,675 |
| Reprogrammed Community Development Funds | \$3,246,011 |
| Emergency Shelter Grant Program | \$1,255,923 |
| HOME Program | \$130,971 |
| HOPWA Program | \$1,378,726 |
| | \$761,597 |

*Amended off the floor 4/18/2011 to add the following:

WHEREAS, if the City of Bridgeport receives additional funding from HUD for the PY37 Annual Action Plan, such increase will be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY 37 process; and



Report of Committee on ECD and Environment
*35-10 Consent Calendar

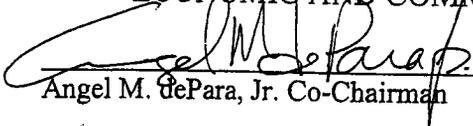
WHEREAS, five Public Hearings were held, two by the Citizens' Union on March 10 and March 11, and three by the Economic and Community Development and Environment Committee of the City Council on March 22, March 23 and March 24, and a Draft Proposed Plan was developed and published for comment on March 18, 2011 and the thirty-day comment period ended on April 18, 2011 and no citizen comments were received on the Draft Proposed Plan; and

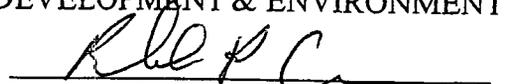
WHEREAS, the City Council of the City of Bridgeport accepts the *PY37 Action Plan* (as attached) as part of the City's *2008-2013 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant (CDBG) Program; HOME Investment Partnerships (HOME) Program; the Emergency Shelter Grant (ESG) Program and the Housing Opportunities for Persons with AIDS (HOPWA) Program; Now, therefore be it

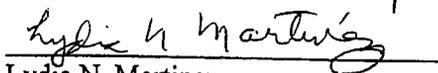
**Amended OFF THE FLOOR ON 4/18/2011:*
~~RESOLVED~~, that the Mayor of the City of Bridgeport and ~~the designated~~ ^{the Chief Administrative Officer and} ~~individuals~~ ^{the Senior} are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Emergency Shelter Grant Program, HOME Program, Housing Opportunities for Persons with Aids Program and to present to HUD for approval. ^{Community Grants and Development}

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON

ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

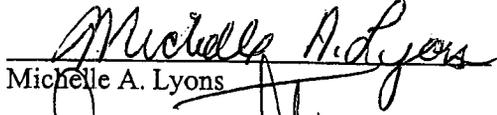

Angel M. DePara, Jr. Co-Chairman

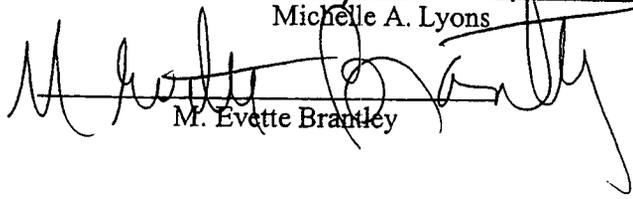

Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez


Warren Blunt


Anderson Ayala


Michelle A. Lyons


M. Evette Brantley

Program Year 37 Funding Requests and Allocations
 Department of Central Grants and Community Development

City Council Vote
 4/18/11

| # | Program Year 37 Funding Requests and allocations | Year 37 Requested | Year 37 Citizen Union Recommend | Year 37 Citizen Union Recommend (reprogram) | Year 37 ECDE Recommend | Year 37 ECDE Recommend (reprogram) | Final Council Approval | Final Council Approval (reprogram) |
|-----|--|--------------------|---------------------------------|---|------------------------|------------------------------------|------------------------|------------------------------------|
| | HOPWA | | | | | | | |
| | CANNOT EXCEED \$592,353 | | | | | | | |
| 31 | AIDS Project Greater Danbury | \$114,000.00 | \$101,000 | | \$75,000 | | \$75,000 | |
| 34 | Alpha Community Services | \$40,000.00 | \$0 | | \$0 | | \$0 | |
| 80 | Ark of Christ Ministry/Counseling Center | \$6,700.00 | \$0 | | \$0 | | \$0 | |
| 18 | Catholic Charities/Scattered Site Housing | \$217,000.00 | \$68,000 | | \$70,000 | | \$70,000 | |
| 17 | Chemical Abuse Services Agency | \$98,462.00 | \$53,000 | | \$43,000 | | \$43,000 | |
| 32 | Mid Fairfield AIDS Project | \$153,000.00 | \$125,000 | | \$120,000 | | \$120,000 | |
| 52 | Recovery Network of Programs/Prospect House | \$130,634.00 | \$77,000 | | \$80,000 | | \$80,000 | |
| 55 | Refocus Outreach Ministry, Inc | \$85,369.00 | \$40,966 | | \$75,000 | | \$75,000 | |
| 6 | St. Luke's Community Service | \$182,968.00 | \$101,000 | | \$111,583 | | \$111,583 | |
| C30 | CG&CD Administration | \$26,387.00 | \$26,387 | | \$17,770 | | \$17,770 | |
| | TOTAL | \$1,054,520 | \$592,353 | | \$592,353 | | \$592,353 | |
| | HOME ALLOCATION PLAN | | | | | | | |
| | CANNOT EXCEED \$1,072,062 | | | | | | | |
| | Administration (10%) | \$107,206 | \$107,206 | | \$107,206 | | \$107,206 | |
| | Rental Production | \$800,000 | \$800,000 | | \$800,000 | | \$800,000 | |
| | Home Ownership Activities | \$164,856 | \$164,856 | | \$164,856 | | \$164,856 | |
| | | \$1,072,062 | \$1,072,062 | | \$1,072,062 | | \$1,072,062 | |



City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

FRANCES WILSON
Assistant City Clerk

May 10, 2012

CERTIFICATION

I, Frances Wilson, the duly appointed, qualified and assistant city clerk of the City Council of Bridgeport and keeper of the minutes of the meetings of said City Council, do hereby certify that the appended resolution was duly adopted by said City Council at a regular meeting held on the 7th day of May, 2012; that said resolution has been duly recorded in the minutes of said meeting; and that said resolution has not been amended, rescinded or altered in any manner, and is still in full force and effect.

ATTEST:

Each page appended hereto shall exhibit the raised embossed seal of the City of Bridgeport.
Attachment: Report #53-11 totaling ten (10) pages.

Frances Wilson
Assistant City Clerk

FW

Consolidated Plan 2008-2013 PY 38 Annual Action Plan Community Development Block Grant Program (CDBG) Homeless Emergency Solutions Grant Program (HESG) HOME Investment Partnership Program, Housing Opportunities for Persons With AIDS Program (HOPWA).

Report of Committee on CDBG & Environment

Submitted: May 7, 2012

Adopted:

Attest: Fleeta G. Hudson City Clerk

Approved

Bill Ford Mayor

Notified on May 10, 2012:

- Ms. Kelly McDermott, Senior Manager Central Grants & Community Development
A. Wood, Chief of Staff
A. Nunn, CAO
A. Kabel, Assistant, CAO

RECEIVED
CITY CLERK'S OFFICE
MAY 10 AM 11:31



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:

***53-11 Consent Calendar**

**CONSOLIDATED PLAN 2008-2013
PROGRAM YEAR 38 ANNUAL ACTION PLAN:**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM**

RESOLUTION

WHEREAS, the City of Bridgeport, Connecticut is required to prepare and submit to the U.S. Department of Housing & Urban Development (HUD) a Five Year (2008-2013) *Consolidated Housing and Community Development Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate income persons"; and

WHEREAS, the City of Bridgeport has developed its (2008-2013) *Consolidated Housing and Community Development Plan* in accordance with HUD regulations and through a collaborative process whereby it has established a unified vision for its community development actions for the next five years; and

WHEREAS, the City of Bridgeport has also developed a proposed *PY38 Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2011-2012:

| | |
|--|--------------|
| Community Development Block Grant Program | \$2,772,469 |
| Reprogrammed Community Development Funds | \$682,684.47 |
| Homeless Emergency Solutions Grant Program | \$260,590 |
| Reprogrammed Emergency Solutions Funds | \$6,532.32 |
| HOME Program | \$864,649 |
| HOPWA Program | \$829,320 |
| Reprogrammed HOPWA Funds | \$146,857 |



Report of Committee on ECD and Environment
*53-11 Consent Calendar

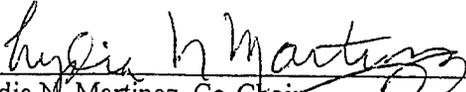
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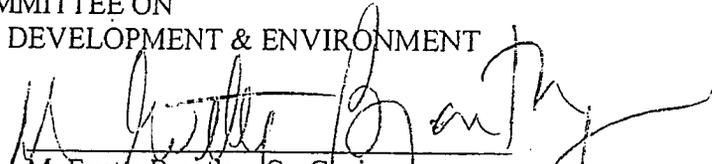
WHEREAS, four Public Hearings were held, two by the Citizens' Union on February 28th and March 1st 2012, and three by the Economic and Community Development and Environment Committee of the City Council on March 27th, 28th, and 29th 2012, and a Draft Proposed Plan was developed and published for comment on March 16, 2012 and the thirty-day comment period ended on April 16, 2012 and comments were received from the Greater Bridgeport Area Continuum of Care on the Draft Proposed Plan; and

WHEREAS, the City Council of the City of Bridgeport accepts the *PY38 Action Plan* (as attached) as part of the City's *2008-2013 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant (CDBG) Program; HOME Investment Partnerships (HOME) Program; the Homeless Emergency Solutions Grant (HESG) Program and the Housing Opportunities for Persons with AIDS (HOPWA) Program; Now, therefore be it

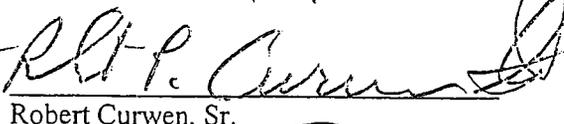
RESOLVED, that the Mayor of the City of Bridgeport and/or the Chief Administrative Officer and/or the Senior Manager of Central Grants and Community Development, is hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with Aids Program and to present to HUD for approval.

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

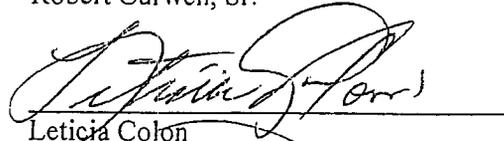

Lydia N. Martinez, Co-Chair


M. Evette Brantley, Co-Chair


Warren Blunt


Robert Curwen, Sr.


Michelle A. Lyons


Leticia Colon


Martin McCarthy

Program Year 38 Funding Requests and Allocations
 Department of Central Grants and Community Development

HOME INVESTMENT PARTNERSHIPS PROGRAM

CITY COUNCIL MEETING

May 7, 2012

| # | Program Year 38 Funding Requests and allocations | Year 38 Requested | Year 38 Citizen Union Recommend | Year 38 ECDE Recommend | Final Council Approval |
|---|--|--------------------|---------------------------------|------------------------|------------------------|
| | HOME PARTNERSHIP INVESTMENT PROGRAM | | | | |
| | CANNOT EXCEED 864,649 | | | | |
| | Homeownership Dev. | \$50,000.00 | \$50,000 | \$50,000 | \$50,000 |
| | Rental Housing Dev. | \$528,849.00 | \$528,849 | \$528,849 | \$528,849 |
| | Down Payment Ass. | \$200,000.00 | \$200,000 | \$200,000 | \$200,000 |
| | Program Administration (10% cap) | \$85,800.00 | \$85,800 | \$85,800 | \$85,800 |
| | TOTAL | \$864,649 | \$864,649 | \$864,649 | \$864,649 |
| | Anticipated Program Income (ACAP Sales) | \$400,000 | \$400,000 | \$400,000 | \$400,000 |
| | GRAND TOTAL HOME | \$1,264,649 | \$1,264,649 | \$1,264,649 | \$1,264,649 |

RECEIVED
 MAY 10 2012
 CITY CLERK

***124-12 (Ref. #82-12) Consent Calendar**

Resolution Concerning the Transfer of Real Property at
112 Madison Avenue and 118 Madison Avenue.

PHO on July 1, 2013
CT Post Publication Dates: July 26, 2013 &
August 2, 2013
Public Hearing Held on: August 5, 2013

**Report
of
Committee
on
ECB & Environment**

Submitted: October 7, 2013

Adopted:

Fleeta B. 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:

***124-12 (Ref. #82-12) Consent Calendar**

A Resolution by the Bridgeport City Council Authorizing the City to Transfer 112 Madison Avenue and 118 Madison Avenue

Whereas, on August 5, 2013, voting upon Agenda Item # 82-12, the City Council authorized the City to accept a donation of the real property located at 316 Central Avenue ("Donation Agreement"); and

Whereas, the Donation Agreement provides that the owners of 316 Central Avenue, Criande Properties LLC, (the "Developer"), shall demolish the blighted building currently on 316 Central Avenue, and shall further construct, to the City's approval, a public open space in its place; and

Whereas, 316 Central Avenue sits adjacent to City-owned property to both the east and the south, bordering Johnson's Creek in the East End; and

Whereas, it is the City's policy to reconnect its neighborhoods to its waterfront, and the Donation Agreement will further that objective with respect to Johnson's Creek; and

Whereas, the Developer has an interest in redeveloping the City-owned property at 112 Madison Avenue and 118 Madison Avenue for use as a warehouse in connection with their private contracting business; and

Whereas, 112 Madison Avenue and 118 Madison Avenue consist respectively of a small vacant lot of 1/10 acre and a blighted warehouse of approximately 21,000 square feet; and

Whereas, the City has not had success in marketing the property at 112 Madison Avenue and 118 Madison Avenue because the costs to fix the building have proven prohibitive; and



Report of Committee on ECD and Environment
*124-12 (Ref. #82-12) Consent Calendar

-2-

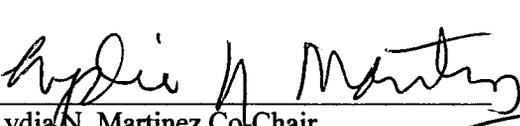
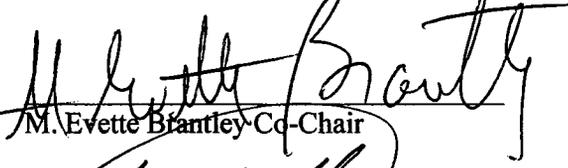
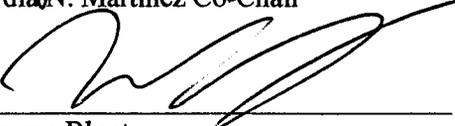
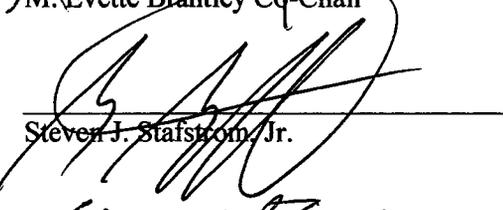
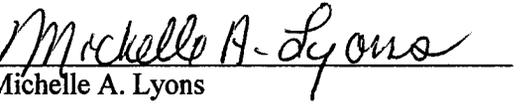
Whereas, the Developer is able to fix the building because of its in-house capacity as contractors; and

Whereas, the Developer's proposed reuse of 112 Madison Avenue and 118 Madison Avenue will remove blight and create economic value at the property; Now, therefore be it

Resolved, that the City is authorized to transfer the property at 112 Madison Avenue and at 118 Madison Avenue to the Developer in exchange for the Developer's execution of, and performance under, the Donation Agreement referenced herein; be it further

Resolved, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.

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. | |

Resolution Accepting the Donation of 316 Central Avenue.

**Report
of
Committee
on
ECB & Environment**

Submitted: August 5, 2013

Adopted: _____
Attest: *Fleeta G 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:

***82-12 Consent Calendar**

A Resolution by the Bridgeport City Council
Accepting the Donation of 316 Central Avenue

Whereas, Criande Properties owns the 1/10 acre property known as 316 Central Avenue and has offered to donate the property to Bridgeport in support of the City's efforts to recapture its waterfront; and

Whereas, Criande has offered to donate this property cleared of the vacant building that currently sits on the land; and

Whereas, this property is immediately adjacent to two vacant City-owned properties located at 336 Central Avenue, and at 179 Central Avenue, properties which together represent approximately 560 linear feet of public waterfront along Johnson's Creek in the East End of the City; and

Whereas, adding 316 Central Avenue to these two adjacent City-owned parcels will increase public access to the Johnson's Creek waterfront and will increase the amount of pervious surface and reduce the number of built structures in the City's tidal flood plain; and

Whereas, the City intends to see this property redeveloped in part or in whole as public open space in continuance of the City's Parks Master Plan and in continuance of the effort to provide visual and passive recreational access to this waterway to the residents of the East End; and

Whereas, in 2006, the City contracted for, and received a Phase 1 and Phase II Environmental Site Assessment prepared by Metcalf and Eddy, for 336 Central Avenue, which is immediately adjacent to, and effectively integrated with, 316 Central Avenue, such that the City believes it has sufficient information to reach general conclusions about the likely environmental issues to be encountered at 316 Central Avenue; and

Whereas, this Phase II report for the adjacent 336 Central Avenue identifies environmental issues that may require remediation; and



Report of Committee on ECD and Environment
*82-12 Consent Calendar

- 2 -

Whereas, the City has consulted with experienced environmental counsel and experienced engineers and believes that the City's exposure to environmental liabilities and responsibilities can be addressed and managed as the City seeks to redevelop the property;

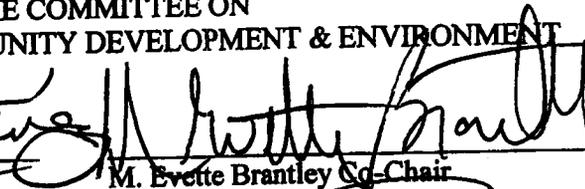
Whereas, the City sees the acceptance of any remediation responsibilities as warranted given the public interest in improving neighborhood waterfront areas for the enjoyment of residents;

Whereas, the redevelopment of this property is complementary to the redevelopment of the adjacent development sites commonly known as Chrome-Pacelli-Trashmore; Now, therefore be it

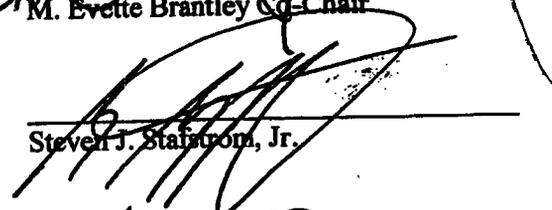
RESOLVED, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to enter into a contract of donation for the property at 316 Central Avenue, consistent with this resolution, and to take all necessary action and do any and all necessary and appropriate things in furtherance of the objectives of this donation in a manner consistent with this resolution.

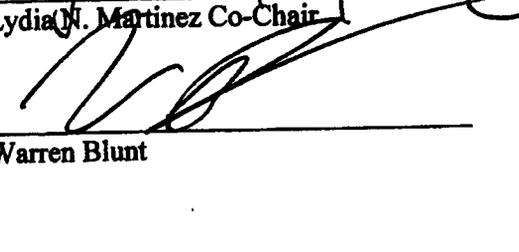
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

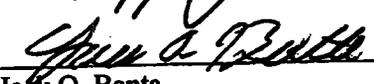

Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair


Warren Blunt


Steven J. Stafstrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

Council Date: August 5, 2013

***125-12 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds Program for the East Side Senior Center.

**Report
of
Committee
on
ECB & Environment**

Submitted: October 7, 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:

***125-12 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the Southwestern Connecticut Agency on the Aging Title III Funds: East Side Senior Center

WHEREAS, the Southwestern Connecticut Agency on the Aging 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 East Side Senior Center; and

WHEREAS, funds under this grant will be used to promote, enhance and develop community focal points, endorse physical and mental well being and encourage good nutrition among Seniors; 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 Southwestern Connecticut Agency on the Aging in the amount of \$17,809 for the purpose of providing services at the East Side Senior Center; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

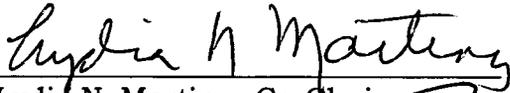
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing services at the East Side Senior Center; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the East Side Senior Center Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



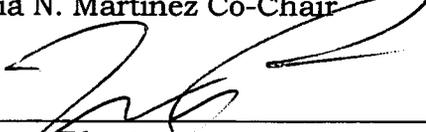
Report of Committee on ECD and Environment
***125-12 Consent Calendar**

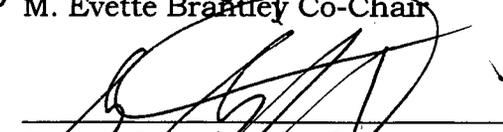
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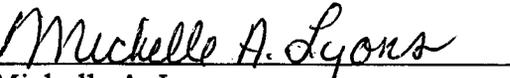
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


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.

***126-12 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds Program for the Evidence Based Tai Chi Program.

**Report
of
Committee
on
ED & Environment**

Submitted: October 7, 2013

Adopted: _____

Fleeta S. 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:

***126-12 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the Southwestern Connecticut Agency on the Aging Title III Funds: Evidence Based Tai Chi Program

WHEREAS, the Southwestern Connecticut Agency on the Aging 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 Evidence Based Tai Chi Program; and

WHEREAS, funds under this grant will be used to contract with a two certified Evidence Based Tai Chi instructors who will offer Tai chi Classes at Senior Centers throughout Bridgeport; 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 Southwestern Connecticut Agency on the Aging in the amount of \$10,350.00 for the purpose of providing Bridgeport seniors with Evidence Based Tai Chi classes; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

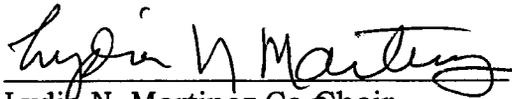
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing the Evidence Based Tai Chi Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the Evidence Based Tai Chi Program Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

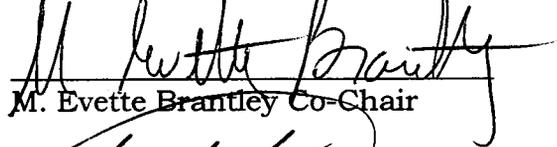


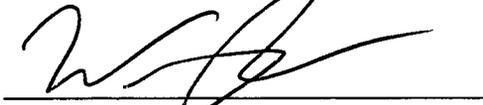
Report of Committee on ECD and Environment
***126-12 Consent Calendar**

-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. Staistrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

***127-12 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds Program for the Senior Chore Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: October 7, 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:

***127-12 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the Southwestern Connecticut Agency on the Aging
Title III Funds: Senior Chore Program**

WHEREAS, the Southwestern Connecticut Agency on the Aging 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 Senior Chore Program; and

WHEREAS, funds under this grant will be used to contract with a maintenance worker to help assist elderly, low-income Bridgeport seniors make minor home repairs; 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 Southwestern Connecticut Agency on the Aging in the amount of \$10,468.00 for the purpose of providing minor home repairs for low-income elderly seniors within Bridgeport; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing the Senior Chore Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the Senior Chore Program Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

***128-12 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds Program for the Elderly Hispanic Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: October 7, 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:

***128-12 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the Southwestern Connecticut Agency on the Aging
Title III Funds: Elderly Hispanic Services Program**

WHEREAS, the Southwestern Connecticut Agency on the Aging 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 Elderly Hispanic Services Program; and

WHEREAS, funds under this grant will be used to improve the quality of life for low-income elderly Hispanics within Bridgeport; 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 Southwestern Connecticut Agency on the Aging in the amount of \$17,182.00 for the purpose of improving quality of life for low-income elderly Hispanics within Bridgeport; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

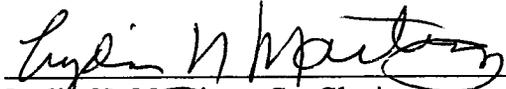
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing the Elderly Hispanic Services Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the Elderly Hispanic Services Program Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

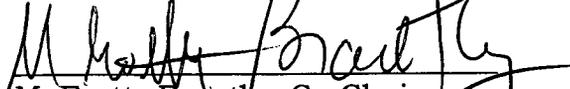


Report of Committee on ECD and Environment
*128-12 Consent Calendar

-2-

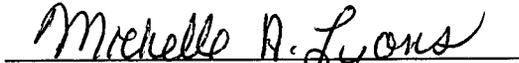
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


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.

***129-12 Consent Calendar**

Grant Submission: re State of Connecticut Department of Economic and Community Development, State Historic Preservation Office for Arts Catalyzing Placemaking (ACP) Grant Program.

**Report
of
Committee
on
EC&E & Environment**

Submitted: October 7, 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:

***129-12 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the State of Connecticut Department of Economic and Community Development
Arts Catalyzing Placemaking (ACP) Grant Program**

WHEREAS, the Department of Economic and Community Development is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this financial assistance has been made possible through the State of Connecticut Department of Economic and Community Development's Historic Preservation Office ACP Grant Program; and

WHEREAS, the financial assistance under this grant will be used for the McLevy Hall Reactivation Project which calls for transforming the building into artist's work spaces for the creation and sale of their work; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the State of Connecticut Department of Economic and Community Development's Historic Preservation Office in an amount not to exceed \$50,000 for the purpose of allowing artist's to utilize McLevy Hall as work spaces for the creation and sale of their work; Now, therefore be it

RESOLVED BY THE City Council:

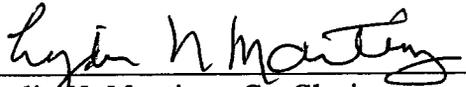
1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Economic and Community Development's Historic Preservation Office to provide financial assistance for McLevy Hall Reactivation Project.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development's Historic Preservation Office for the Arts Catalyzing Placemaking Grants, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

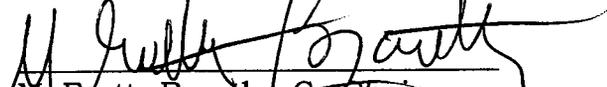


Report of Committee on ECD and Environment
*129-12 Consent Calendar

-2-

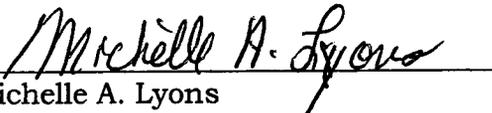
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair


M. Evette Brantley Co-Chair


Warren Blunt


Steven J. Stafstrom, Jr.


Michelle A. Lyons


Jack O. Barta


Michael J. Marella, Jr.

***135-12 Consent Calendar (PHO)**

Public Hearing Ordered for October 21, 2013: re Disposition of property located at "The Davidson Block" in Downtown North and Authorizing a Tax Incentive Agreement in support of the Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

**Report
of
Committee
on
CEA & Environment**

Submitted: October 7, 2013

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

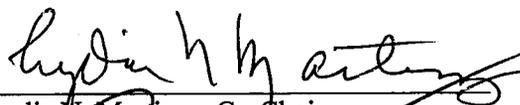
To the City Council of the City of Bridgeport:

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

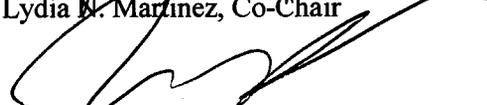
***135-12 Consent Calendar (PHO)**

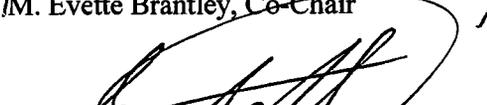
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, October 21, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of Property located at "The Davidson's Block" in Downtown North and Authorizing a Tax Incentive Agreement in support of the Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

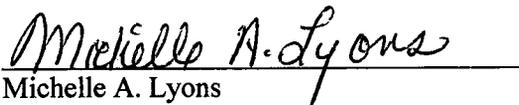
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


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.

Council Date: October 7, 2013

***139-12 Consent Calendar**

Grant Submission: re State Department of Energy and Environmental Protection for an Elton Rogers Park Dam-Ox Flood Control Project.

**Report
of
Committee
on
ECB & Environment**

Submitted: October 7, 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:

*139-12 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the State of Connecticut Department of Energy and
Environmental Protection
Elton Rogers Park Dam-Ox Brook Flood Control Project**

WHEREAS, the State of Connecticut Department of Energy and Environmental Protection 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 Elton Rogers Park Dam-Ox Brook Flood Control Project; and

WHEREAS, funds under this grant will be used for the evaluation and design of a flood control impoundment at the Elton Rogers Park Dam as part of the larger Ox Brook Flood Control Project in Bridgeport, Connecticut ; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Engineering, submit an application to the State of Connecticut Department of Energy and Environmental Protection in the amount of \$260,000.00 for the purpose of evaluation and design of a Ox Brook Flood Control Project at Elton Rogers Park Dam; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Energy and Environmental Protection to design of a flood control impoundment at the Elton Rogers Park Dam as part of the larger Ox Brook Flood Control Project; 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 Energy and Environmental Protection for the Elton Rogers Park Dam 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
***139-12 Consent Calendar**

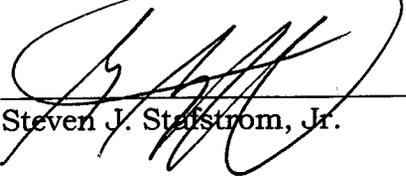
-2-

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

Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair

Warren Blunt


Steven J. Statstrom, Jr.

Michelle A. Lyons


Jack O. Banta

Michael J. Marella, Jr.

***143-12 Consent Calendar**

Resolution of Endorsing Greater Bridgeport Regional
Council of Governments.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 7, 2013

Adopted: _____

Attest: _____

Fleta 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:

*143-12 Consent Calendar

WHEREAS, General Assembly Bill No. 6706, AN ACT IMPLEMENTING PROVISIONS OF THE STATE BUDGET FOR THE BIENNIUM ENDING JUNE 30, 2015 CONCERNING GENERAL GOVERNMENT includes amendments to the composition of council of governments, council of elected officials, and regional planning agencies in designated planning regions; and

WHEREAS, the Greater Bridgeport Regional Council (GBRC) created pursuant to sections 4-124c to 4-124h of the general statutes currently operates as a regional council of governments as provided in section 4-124j of the Connecticut General Statutes on or before January 1, 2015 as amended; and

WHEREAS, in accordance with the procedures set forth in Section 4-124j of the Connecticut General Statutes, as amended, the Greater Bridgeport Regional Council has endorsed section 4-124i through 4-124p, inclusive, of the Connecticut General Statutes as amended, by resolution to amend the current designation by the State of Connecticut Office of Policy and Management to be constituted as a regional council of governments; and

WHEREAS, the Greater Bridgeport Regional Council shall be in compliance with the provisions of General Assembly Bill No. 6706, AN ACT IMPLEMENTING PROVISIONS OF THE STATE BUDGET FOR THE BIENNIUM ENDING JUNE 30, 2015 CONCERNING GENERAL GOVERNMENT; Now, therefore

BE IT RESOLVED, the City Council of the City of Bridgeport hereby ratifies the action of the Greater Bridgeport Regional Council to become a Council of Governments as determined at a meeting of the regional planning organization held on June 12, 2013, toward that end, the Greater Bridgeport Regional Council formally adopted section 4-124i through 4-124p, inclusive, of the Connecticut General Statutes, in accordance with the procedures set forth in section 4-124j of the Connecticut General Statutes; and

BE IT FURTHER RESOLVED, that this resolution shall go into effect upon the enactment and approval of enabling legislation of member municipalities of the Region.



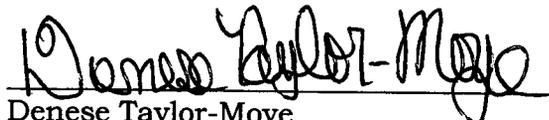
Report of Committee on Miscellaneous Matters
***143-12 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

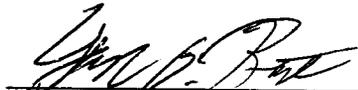


Amy Marie Vizzot Paniccia, Co-Chair



Denese Taylor-Moye

Andre Baker



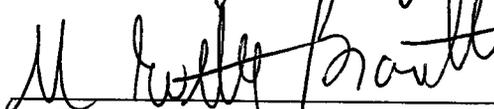
Jack O. Banta



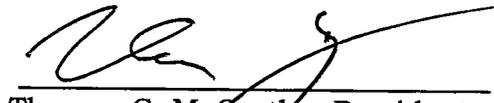
Manuel Ayala, Co-Chair



Susan T. Brannelly



M. Evette Brantley



Thomas C. McCarthy, President
(Sat in to make quorum)

***145-12 Consent Calendar**

Settlement of Pending Litigation with Pamela Williams.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 7, 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:

***145-12 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> |
|-----------------|------------------------|------------------------|-------------------|
| Pamela Williams | Judith Mauzaka Esquire | MV Accident | \$59,500.00 |

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.



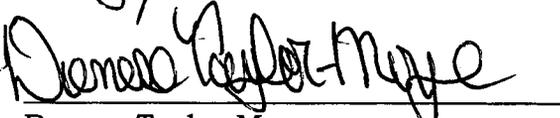
Report of Committee on Miscellaneous Matters
*145-12 Consent Calendar

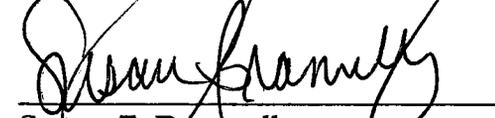
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

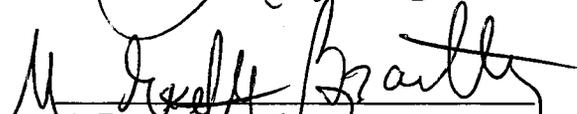

Amy Marie Vizzo-Paribecia, Co-Chair


Manuel Ayala, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly

Andre Baker


M. Evette Brantley


Jack O. Banta


Thomas C. McCarthy, President
(Sat in to make quorum)

***12-12 Consent Calendar**

Approval of a Consultant for the Bridgeport Public
Library Facilities Master Planning Services.

**Report
of
Committee
on
Contracts**

Submitted: October 7, 2013

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

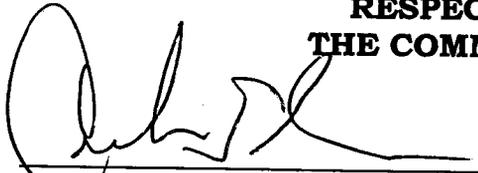
To the City Council of the City of Bridgeport.

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

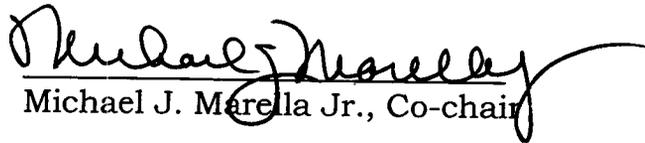
***12-12 Consent Calendar**

RESOLVED, That the attached approval of a consultant for the Bridgeport Public Library Facilities Master Planning Services, be and it hereby is, in all respects, approved, ratified and confirmed.

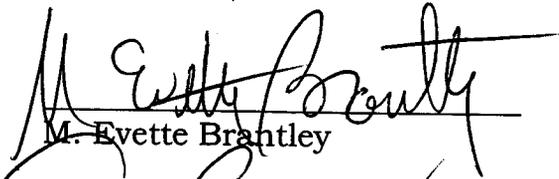
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Carlos Silva, Co-chair

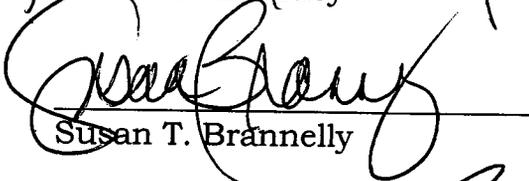


Michael J. Marella Jr., Co-chair

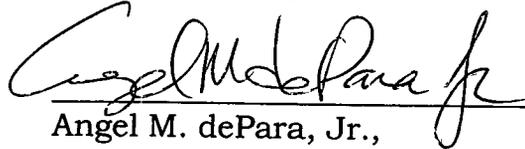


M. Evette Brantley

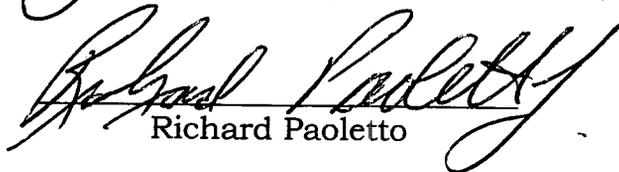
James Holloway



Susan T. Brannelly



Angel M. dePara, Jr.,



Richard Paoletto

CITY OF BRIDGEPORT

BIDDER INFORMATION

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF BRIDGEPORT FOR ANY CONTRACT VALUED OVER \$25,000 WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM*. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

**Name of Business: Robert A.M. Stern Architects, LLP
Person signing this form: Alexander P. Lamis, AIA
Title: Partner
Phone Number: (212) 967-5100**

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (*check one*)
- | | |
|---|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input checked="" type="checkbox"/> a limited liability partnership | other _____ |
2. Business Address: **460 West 34th Street
New York, New York 10001**
3. State of incorporation or organization: Connecticut
 Other: **New York**

If other, attach certificate of authority to do business in Connecticut.

4. What other trade names does the Business use, if any? **None**

* See City of Bridgeport Ordinance, Sec. 3.08.070.

5. (a) Identify all officers, directors, managing or general partners, or managing members.

| <u>Name</u> | <u>Address</u> | <u>Title</u> |
|----------------------|--|----------------|
| Robert A.M. Stern | 460 West 34th Street New York, NY 10001 | Senior Partner |
| Augusta Barone | 460 West 34th Street New York, NY 10001 | Partner |
| Gary L. Brewer | 460 West 34th Street New York, NY 10001 | Partner |
| Randy M. Correll | 460 West 34th Street New York, NY 10001 | Partner |
| Melissa DelVecchio | 460 West 34th Street New York, NY 10001 | Partner |
| Sargent C. Gardiner | 460 West 34th Street New York, NY 10001 | Partner |
| Preston J. Gumberich | 460 West 34th Street New York, NY 10001 | Partner |
| Michael D. Jones | 460 West 34th Street New York, NY 10001 | Partner |
| Alexander P. Lamis | 460 West 34th Street New York, NY 10001 | Partner |
| Dan Lobitz | 460 West 34th Street New York, NY 10001 | Partner |
| Grant F. Marani | 460 West 34th Street New York, NY 10001 | Partner |
| Meghan L. McDermott | 460 West 34th Street New York, NY 10001 | Partner |
| Roger H. Seifter | 460 West 34th Street New York, NY 10001 | Partner |
| Kevin M. Smith | 460 West 34th Street New York, NY 10001 | Partner |

| | | |
|-------------------------|--|--------------------------------|
| Paul L. Whalen | 460 West 34th Street New York, NY 10001 | Partner |
| Graham S. Wyatt | 460 West 34th Street New York, NY 10001 | Partner |
| N. Scott Johnson | 460 West 34th Street New York, NY 10001 | Chief Operating Officer |

(b) Identify owners of 5% or more interest in the Business:

| | | |
|---------------------------|--|-----------------------|
| Robert A.M. Stern | 460 West 34th Street New York, NY 10001 | Senior Partner |
| Randy M. Correll | 460 West 34th Street New York, NY 10001 | Partner |
| Alexander P. Lamis | 460 West 34th Street New York, NY 10001 | Partner |
| Grant F. Marani | 460 West 34th Street New York, NY 10001 | Partner |
| Roger H. Seifter | 460 West 34th Street New York, NY 10001 | Partner |
| Graham S. Wyatt | 460 West 34th Street New York, NY 10001 | Partner |
| Paul L. Whalen | 460 West 34th Street New York, NY 10001 | Partner |

6. Identify all subcontractors to which the Business intends to give 5% or more of its total, subcontractor work on this contract.

| | |
|--|--|
| Name of subcontractor | Contact |
| Richard L. Waters, Godfrey Associates | 3908 Hawthorne Avenue Dallas, Texas 75219-2219 (401) 556-2398 |

7. Identify any parent organization of the Business

Parent's name None, a

a corporation
a limited liability company
a limited liability partnership

a general partnership
a sole proprietorship
other _____

State of Incorporation or organization: _____

8. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.

9. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF BRIDGEPORT.

AL (Initial)

10. Read and initial as true at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.

Dated: September 20, 2012

Alexander Lami's (Initial)
Name: Alexander Lami's
Title: PARTNER, Robert A.M. Stern Architects
duly-authorized

STATE OF New York }

COUNTY OF New York } ss. _____, 2005

Personally appeared before me, Alexander P. Lami's (name),
Partner (title) of Robert A.M. Stern Architects (company), duly
authorized, who swore to the truth of the foregoing as his/~~her~~ and (company)
Robert A.M. Stern Architects's free act and deed before me.

[Signature]
Notary Public

FRANCIS THOMAS JOHN POTASH
Notary Public - State of New York
NO. 01PO6169823
Qualified in New York County
My Commission Expires 7/62/15

6. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS: (See Conn. Gen. Stat. Section 34-400f)

| | |
|--|--|
| Name of agent: Data Reporting Corp. | Business address: 330 Roberts Street, Suite 203 East Hartford, CT 06108-3654 |
| | Residence address: |

Acceptance of appointment:
Fredericka A. Cornier
Signature of agent: Fredericka A. Cornier, President

7. THE DATE ON WHICH THE LIMITED LIABILITY PARTNERSHIP COMMENCED TRANSACTING BUSINESS IN CONNECTICUT: UPON FILING

8. BUSINESS IN WHICH THE LIMITED LIABILITY PARTNERSHIP ENGAGES:
ARCHITECTURE, PLANNING, LANDSCAPE DESIGN, INTERIOR DESIGN

The partnership is a "foreign registered limited liability partnership" as defined in Conn. Gen. Stat. Section 34-301(f).

EXECUTION:
Dated this 13th day of December, 2005.

| | |
|--|--------------------------------------|
| 16. Robert A.M. Stett Name of Partner | 17. <u>Robert Stett</u> Signature |
|--|--------------------------------------|

Lee + Co.
DATA REPORTING CORP.
330 ROBERTS STREET SUITE 203
EAST HARTFORD, CT 06108-3654

**CERTIFICATE OF AUTHORITY
FOREIGN LIMITED LIABILITY PARTNERSHIP**

Office of the Secretary of the State
30 Trinity Street / P.O. Box 150470 / Hartford, CT 06115-0470 / Rev. 10/01/2004

FILING #0003068364 PG 01 OF 02 VOL B-00839 10
FILED 12/14/2005 03:56 PM PAGE 01641
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

Please contact the Department of Revenue Services at 860-418-3000 for more information on the filing requirements and procedures regarding this document.

**1. NAME UNDER WHICH THE LIMITED LIABILITY PARTNERSHIP WILL TRANSACT BUSINESS
IN CONNECTICUT:**

ROBERT A.M. STERN ARCHITECTS. LLP

**2. NAME OF THE LIMITED LIABILITY PARTNERSHIP IN ITS STATE/JURISDICTION OF
REGISTRATION:**

ROBERT A.M. STERN ARCHITECTS. LLP

3. STATE JURISDICTION WHERE LIMITED LIABILITY PARTNERSHIP IS REGISTERED:

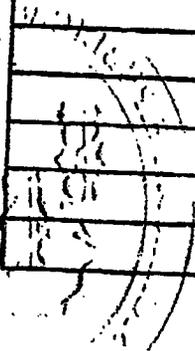
NEW YORK STATE

4. DATE OF REGISTRATION IN ITS STATE/JURISDICTION:

OCTOBER 26, 1999

**5. ADDRESS REQUIRED IN STATE/JURISDICTION OF REGISTRATION OR PRINCIPAL
OFFICE ADDRESS OF THE LIMITED LIABILITY PARTNERSHIP:**

460 WEST 34TH STREET
NEW YORK, NY 10001-2320



**STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE**

300 HARTFORD

I hereby certify that this is a true copy of record
in this Office.

In Testimony whereof I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,

this 20th day of SEPTEMBER A.D. 2012.


SECRETARY OF THE STATE

**Application For Approval
Concerning Quality-Based Selection Process**

**For: Robert A.M. Stern Architects, LLP
[Name of Vendor]**

Goods or Services Involved: Library Facilities Master Planning

TO: City of Bridgeport Board of Public Purchases

The undersigned respectfully requests that the Board consider and approve the following selection process:

1. Provide Ownership Information of Selected Vendor and Vendor's Team (attach Ownership Disclosure and No Conflicts Form)

2. Date of Publication and Media Used For Public Advertisement (attach ad):
CT Post 4/1/2012

3. Type of Selection (QBS as final selection, request for proposals, request for qualifications, etc.) Request for proposals

4. Composition of Selection Committee (preserve member anonymity by assigning numbers to each on scoresheets and summary sheets) (for professionals include job title and qualifications, e.g., engineer, planner, department head, foreman, etc.; for other indicate status as community member, stakeholder, legislator, etc.):

Jim O'Donnell, President

Sauda Baraka, Vice President

Tom Errichetti, Treasurer

William Holden, Chair, Buildings

Paul Arroyo, Board Member

5. Published Selection Criteria (describe primary criteria and order of importance), Form of Scoresheet Used, and Copy of Final Tally (Note: Do not reveal identities of selection team members.) (attach copies of all)

6. Brief Description of Selection Process in Conformance With Official Policy (e.g., describe review of qualifications, preparation of short list, if any, interview process, determination of most qualified respondent (use additional sheet if needed):

Bid opening, review of qualifications, determination of most qualified candidates, preparation of short list, final interviews and scoring

7. Submit Information that Vendor has no conflicts of interest (attach signed "Ownership Disclosure and No Conflicts" Form)

8. The following items should not be attached, but should be available for review by the Board at the time the matter comes before it:

- bid package
- proposal submitted by selected vendor
- signed original scoresheets and summary forms (edited to preserve selection committee member anonymity)
- copy of proposed form of contract in bid documents (or good reason why contract form was not included)

Submitted by:

Dated: _____

Name: Scott Hughes
Title: City Librarian

cc: Purchasing Agent

**City of Bridgeport Advertisement
Request for Proposals
Library Facilities Master Planning Services
Issued April 2, 2012 Deadline for Proposals: April 25th @ 2 p.m. (EST)**

The Bridgeport Public Library (BPL) seeks a consultant to develop a citywide library facilities master plan that will provide recommendations regarding size, location and service priorities projected for ten (10) and twenty (20) years.

This facilities plan should enable the Bridgeport Public Library to respond appropriately and effectively to societal change, technological and telecommunications developments, emerging role expectations, aging facilities, and other transformations, while also maintaining and improving services. This facilities plan should provide industry standards and related professionally-developed benchmarks for public library service levels and facilities (e.g. number of square feet, items, computers, seating per capita, etc.) and make recommendations for achieving those standards.

The Library expects the completed facilities master plan to emerge from a process which applies creative and appropriate architectural principles and interdisciplinary planning methodologies. It must incorporate up-to-date demographics and other relevant data for the Library's geographic region and reflect trends in the state and/or nation.

This planning process will result in a final document (Plan) that will contain recommendations pertaining to the types and levels of future services to be provided by the BPL. The Plan will be used as a guide by the BPL City Librarian and Library Board of Directors. The consultant will work with the library board, staff and buildings committee to perform various tasks, including, but not limited to, the following:

A. Analyze existing conditions

The library system as a whole should be analyzed taking into consideration current usage patterns, geographic areas, population centers which include neighborhood projections and analysis, the analysis of existing library facilities and barriers to access and any other relevant information that would help determine whether new facilities will be needed.

B. Prepare needs assessment – both 10 years and 20 years

Conduct a detailed needs assessment for the Bridgeport Public Library system which includes, but is not limited to, its services, collections, technical functions, usage patterns, and facilities.

Assist the library in developing a 10 and 20-year vision and system-wide plan of services (based on its existing long range strategic plan) and utilize these in the facilities master plan.

C. Study suitability of adapting current facilities

Conduct a physical evaluation of the Library's buildings and leased spaces.

Bridgeport Public Library current space and projected space needs should be compared to comparable libraries and "industry standards" for space. Recommendations should be developed in relation to trends in the state and/or nation.

Each existing facility should be examined to determine whether or not it could or should be expanded and/or renovated, how much square footage could/should be added and the cost of improvements.

Provide industry standards and related professionally-developed benchmarks for public library service levels and facilities. Provide comparison information that depicts BPL's position related to benchmark service levels.

D. Identify potential sites (and site criteria) for new facilities

An identification of potential sites should be made.

Consideration should be given to feasibility of expanding or renovating at the existing sites or relocating to another location, population served, staff and public space needs, parking, pedestrian and vehicular traffic patterns, adjacency to complementary services, present and future technology needs, etc.

Describe potential future individual facilities projects for the service areas which fulfill the 10-20-year vision and plan of service; this includes, but is not necessarily limited to, conceptualizations; services, staffing, and functional descriptions; priority ranking; cost estimates; and financing strategies.

Incorporate up-to-date demographic information and other related data (e.g. transportation patterns, general plans, long range strategic plan, school development, population and diversity trends).

F. Prepare marketing materials and guidelines

Prepare presentation guidelines to assist library staff in communicating with stakeholders about the draft plan. The completed master facilities plan document should include charts and/or drawings that would graphically illustrate the new buildings and any renovations and may consist of space standards, conceptual site and floor plans, vignette sketches, color perspectives and comparative graphs and charts or other illustrative material.

Provide copies of the Library Facilities Master Plan in print and copy-ready PDF format, including charts and/or drawings which would graphically illustrate the key elements of the plan.

G. Prepare project costs and timelines

Present the completed Facilities Master Plan to the Library Board for approval.

Projected/Estimated Costs: Estimated costs for turnkey projects including, but not limited to, land acquisition, site development, construction (including soft costs), furnishings, collections and equipment should be determined.

Proposed Timelines: A suggested timeline of potential/proposed building projects including expansion/renovations to existing facilities should be listed in priority order. The most critical projects should be identified in conjunction with available funding. A realistic year-by-year action plan should be developed for all projects given varying levels of available funding.

Selection Criteria

The following items will be considered during the review of submissions:

- | | |
|--|-----|
| 1. Specialized Experience, Technical Competence, and Innovative Design | 30% |
| 2. Professional Qualifications | 20% |
| 3. Capacity of the Firm | 15% |
| 4. Knowledge of the Locality | 10% |
| 5. Adequate Financial Resources | 5% |
| 6. Compliance with Required Schedule | 5% |
| 7. Adequate Past Performance | 5% |
| 8. Necessary Organization | 5% |
| 9. Necessary Capital Equipment | 5% |

Selection Committee will consist of three to five or more of the following representative individuals:

Bridgeport Public Library Board of Directors
Bridgeport Public Library Buildings Committee Members
Bridgeport Public Library City Librarian
City of Bridgeport Public Facilities Representative

For questions please contact Scott A. Hughes, City Librarian at 203.673.8950

Order Confirmation

| | | |
|--------------------------------------|--|--|
| Ad Order Number 0001747765 | Customer PUBLIC FACILITIES- CITY OF BRIDGEPORT | Payor Customer PUBLIC FACILITIES- CITY OF BRIDGEPORT |
| Sales Rep. dsettani | Customer Account 195461 | Payor Account 195461 |
| Order Taker dsettani | Customer Address 45 LYON TERRACE,ATTN: KATHRYN CULLEN BRIDGEPORT CT 06604 USA | Payor Address 45 LYON TERRACE,ATTN: KATHRYN C BRIDGEPORT CT 06604 USA |
| Ordered By sharon | Customer Phone 203-576-7158 | Payor Phone 203-576-7158 |
| Order Source E-mail | Customer Fax 203-576-3959 | Customer EMail Sharon.Robertson@Bridgeportct.go |
| PO Number PO# LBB263123 | | |

| | | | | |
|--------------------|---------------|-------------------|------------------------|-------------------|
| Tear Sheets | Proofs | Affidavits | Special Pricing | Promo Type |
| 0 | 0 | 0 | None | |

Order Notes:

Invoice Text:

| | | | | |
|-------------------|-------------------|-----------------------|--------------------|-------------------|
| Blind Box | Materials | Payment Method | | |
| | | | | |
| Net Amount | Tax Amount | Total Amount | Payment Amt | Amount Due |
| \$508.08 | \$0.00 | \$508.08 | \$0.00 | \$508.08 |

| | | | |
|------------------|----------------|----------------|-----------------------|
| Ad Number | Ad Type | Ad Size | Pick Up Number |
| 0001747765-01 | Legal Liners | 1.0 X 92 Li | |

| | | |
|----------------------|--------------------|----------------------|
| External Ad # | Ad Released | Ad Attributes |
| | No | |

| | | |
|--------------|--------------------------|-------------------------|
| Color | Production Method | Production Notes |
| <NONE> | AdBooker | |

| | | | |
|----------------------------------|------------------------|------------------|-------------|
| Product | Placement/Class | # Inserts | Cost |
| Run Dates | | | |
| Sort Text | | | |
| Run Schedule Invoice Text | | | |

| | | | |
|--------------------|----------------|---|----------|
| Connecticut Post:: | Public Notices | 1 | \$498.08 |
| 4/1/2012 | | | |

CITYOFBRIDGEPORTADVERTISEMNTLBB263123SHARONREQUESTFORPROPOSALSLIBRA
City of Bridgeport Advertisement LBB263123sharon Request for Pr

| | | | |
|----------------|----------------|---|---------|
| Connpost.com:: | Public Notices | 1 | \$10.00 |
| 4/1/2012 | | | |

CITYOFBRIDGEPORTADVERTISEMNTLBB263123SHARONREQUESTFORPROPOSALSLIBRA
City of Bridgeport Advertisement LBB263123sharon Request for Pr

Ad Content Proof

**City of Bridgeport
Advertisement
LBB263123sharon
Request for Proposals
Library Facilities
Master Planning Services
Due: April 25, 2012 @
2 p.m. (EST)**

Eight (8) separate, statements of qualifications and complete proposal package for a City Wide library facilities Master Plan will be received by the Department of Public Purchases, City Hall Annex Building, 999 Broad Street- 2cd floor, Bridgeport, CT 06604 until 2:00 pm on Wednesday, April 25, 2012 and then at said office be publicly opened.

The intention of this RFP is to receive and review proposals for the development of a ten and twenty year Master Plan from qualified consultants. The selected consultant shall work with the Library Board, staff and building committees in the performance of various tasks including but not limited to: analysis of current conditions, long term needs assessment, feasibility study for current facility adaptability and identifying potential new site, preparing materials and guidelines and preparing project costs and deadlines.

- Selection Criteria**
1. Specialized Experience, Technical Competence, and Innovative Design 30%
 2. Professional Qualifications 20%
 3. Capacity of the Firm 15%
 4. Knowledge of the Locality 10%
 5. Adequate Financial Resources 5%
 6. Compliance with Required Schedule 5%
 7. Adequate Past Performance 5%
 8. Necessary Organization 5%
 9. Necessary Capital Equipment 5%

Selection Committee will consist of three to five or more of the following representative individuals:

- Bridgeport Public Library Board of Directors
- Bridgeport Public Library Buildings Committee Members
- Bridgeport Public Library City Librarian
- City of Bridgeport Public Facilities Representative

To view the entire RFP please go to the www.bidsync.com website. For further information please contact Scott A Hughes, City Librarian @ (203) 673-8950
Bernad Tardy
Acting City Purchasing Agent

Bridgeport Public Library Facilities Master Plan Questions and Answers

Q. Can the proposals be delivered by an overnight service such as FEDEX? If this is possible could you provide a proper delivery address and phone? A. Yes, proposals may be delivered to: Department of Public Purchases 999 Broad Street, 2nd Floor Bridgeport, CT 06604 Attention Sharon Robertson 203.394.6975

Q. The RFP references an existing long-range strategic plan. Are copies of this plan available? A. Yes. The Library's strategic plan is available online at: <http://bportlibrary.org/about/library-long-range-plan/>

Q. Will analyzing and developing demographic information relative to the Facilities Master Plan be the responsibility of the responding firm? A. Yes.

Q. The RFP does not indicate any submission requirements. Do you have specific requirements for the qualifications/proposal submission other than the number of copies? A. No.

Q. How many of your facilities are leased and how many are owned? A. The Main Library, Black Rock Branch, and North End Branch are city owned. The Newfield and Old Mill Green Branches are leased spaces.

Q. Are as built drawings available for any of the existing facilities? A. Yes. The Main Library and Black Rock and North End Branch Libraries.

Q. There does not appear to be a section E on the RFP. Are we missing text? A. No. The lack of a section E was an error on our part. Please feel free to organize your proposal accordingly/correctly.

Q. Within the 10 page document downloaded from BidSync there were two blank pages (#7 and #9). Are we missing content from those pages? A. No.

Q. Would the selected consultant be precluded from working on subsequent library building projects? A. No.

Q. The RFP does not specify a proposal format or content requirements other than the number of copies needed. Is it up to each firm to determine content of their proposal? A. Yes.

Q. Will joint ventures between and collaborative teams between local and national firms be considered? A. Yes

Q. What community stakeholders will be included in the development of the plan? A. The Library Board of Directors and Building Committee may identify community stakeholders as needed.

Q. Can you provide definitions for the search criteria?

A. Yes. The following definitions are provided as a clarification:

Specialized Experience, Technical Competence, and Innovative Design – this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode.

Professional Qualifications – experience in this type of activity is key to success.

Capacity of the Firm – this deals with human and capital resources to successfully complete the contract.

Knowledge of the Locality – this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility.

Adequate Financial Resources – to perform the contract or ability to obtain them.

Compliance with Required Schedule – the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Adequate Past Performance – a satisfactory record of past performances, integrity, and business ethics.

Necessary Organization – the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.

Necessary Capital Equipment – the necessary production, construction, and technical equipment and facilities or ability to obtain them.

Name of Firm Godfrey Assoc. Date 8/9/12

Name of Reviewer Paul Arroyo

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) 30%.
2. **Professional Qualifications** - experience in this type of activity is key to success (20%). 20%
3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). 15%
4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). 10%
5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). 5%
6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). 5%
7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). 5%
8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). 5%
9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). 5%

Name of Firm Antinozzi, ASSO.

Date 8/9/12

Name of Reviewer Paul Arroyo

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) 20%
2. **Professional Qualifications** - experience in this type of activity is key to success (20%). 15%
3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). 15%
4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). 10%
5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). 5%
6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). 5%
7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). 5%
8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). 5%
9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). 5%

Name of Firm Group 4

Date 8/9/12

Name of Reviewer Paul Arroyo

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) 25%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%). 10%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). 10%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). 10%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). 5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). 5%

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). 5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). 5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). 5%

Name of Firm Jodrey Assoc / Don Arch Date 19.12

Name of Reviewer Baraka

✓ **1. Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) *yes*

2. Professional Qualifications - experience in this type of activity is key to success (20%).

Very experienced

3. Capacity of the Firm - this deals with human and capital resources to successfully complete the contract (15%).

✓ **4. Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

moderately, but has worked in similar communities

5. Adequate Financial Resources - to perform the contract or ability to obtain them (5%).

yes

6. Compliance with Required Schedule - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

yes

✓ **7. Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

yes

8. Necessary Organization - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

yes

9. Necessary Capital Equipment - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

yes

Name of Firm Integrati Assae +2 Date 7.9.12

Name of Reviewer Baraka

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

of their ability to meet the needs of the community

2. **Professional Qualifications** - experience in this type of activity is key to success (20%).

not clear as to their experience

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%).

The three factors are well established

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

Did not appear to have done library homework

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%).

yes

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

yes

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

unclear of their past performance

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

yes

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

yes

Name of Firm

L. Bray (encl. Sal)

Date *7.9.12*

Name of Reviewer

Barbara

1. Specialized Experience, Technical Competence, and Innovative Design - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

will support professional personnel

2. Professional Qualifications - experience in this type of activity is key to success (20%).

all are qualified, established strong background and experience

3. Capacity of the Firm - this deals with human and capital resources to successfully complete the contract (15%).

4. Knowledge of the Locality - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

very knowledgeable - 3 have worked on Bp+ projects

5. Adequate Financial Resources - to perform the contract or ability to obtain them (5%).

6. Compliance with Required Schedule - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

7. Adequate Past Performance - a satisfactory record of past performances, integrity, and business ethics (5%).

yes

8. Necessary Organization - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

yes

9. Necessary Capital Equipment - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

yes

W. Jordan

2

Name of Firm *SEEN*

Date *8/9/12*

Name of Reviewer *Holder*

1. Specialized Experience, Technical Competence, and Innovative Design - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

25%

2. Professional Qualifications - experience in this type of activity is key to success (20%).

20%

3. Capacity of the Firm - this deals with human and capital resources to successfully complete the contract (15%).

15%

4. Knowledge of the Locality - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

5%

5. Adequate Financial Resources - to perform the contract or ability to obtain them (5%).

5%

6. Compliance with Required Schedule - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

Presentation 5%

7. Adequate Past Performance - a satisfactory record of past performances, integrity, and business ethics (5%).

5%

8. Necessary Organization - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

5%

9. Necessary Capital Equipment - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

5%

(3)

Name of Firm Antinozzi

Date 8/9/12

Name of Reviewer _____

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

20%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%).

15%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%).

10%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

9%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%).

5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

unenthusiastic

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

3%

Byles Project Mgr.

Name of Firm

Group 4

①

Date

8/9/12

Name of Reviewer

John

1. Specialized Experience, Technical Competence, and Innovative Design - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

28%

2. Professional Qualifications - experience in this type of activity is key to success (20%).

20%

3. Capacity of the Firm - this deals with human and capital resources to successfully complete the contract (15%).

15%

4. Knowledge of the Locality - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

10%

5. Adequate Financial Resources - to perform the contract or ability to obtain them (5%).

5%

6. Compliance with Required Schedule - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

Excellent presentation 4%

7. Adequate Past Performance - a satisfactory record of past performances, integrity, and business ethics (5%).

4%

8. Necessary Organization - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

5%

9. Necessary Capital Equipment - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

Customer Mapping

Special Focus

5%

Quite knowledgeable & professional