

AGENDA

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 6, 2016

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL – 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

A meeting of landowners abutting portions of East Washington Avenue to be discontinued per Item #121-03 pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 20, 2016 and July 5, 2016

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 181-15** Communication from Central Grants re: Grant Submission: Department of Education for 2017-YSB Enhancement Grant (Project #17540), referred to Economic and Community Development and Environment Committee.
- 183-15** Communication from OPED re: Proposed On-Call Environmental Engineering Professional Services Agreement with AECOM, TRC Environmental Corporation, Tighe & Bond, Freeman Companies and Leggette, Brashears & Graham, Inc for Environmental Services, referred to Contracts Committee.
- 184-15** Communication from Finance re: Proposed Approval of Tax Anticipation Notes (TANS) – To Pay Current Expenses and Obligations of the City – FY2017, referred to Budget and Appropriations Committee.
- 185-15** Communication from Finance re: Proposed Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget and Appropriations Committee.
- 186-15** Communication from Finance re: Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.
- 187-15** Communication from Finance re: Proposed Approval of Amendment to Adopted FY2017-2021 Capital Plan, referred to Budget and Appropriations Committee.

PETITIONS TO BE REFERRED TO COMMITTEES:

- 182-15** Petition from Stan Cichy, Ginsburg Development Companies (GDC), Bridgeport Phase I Manager, LLC re: Proposed Request for the Installation of a Canopy at the Main Entrance located at 955 Main Street (City Trust Building), Pursuant to Section 12.16.110 of the Municipal Code of Ordinances, referred to Public Safety and Transportation Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 175-15** Resolution presented by Council Member Holloway re: Proposed request that written notice be sent to all abutting property owners at least 10 days prior to a public hearing by applicants concerning the Zoning Board, referred to Miscellaneous Matters Committee.
- 176-15** Resolution presented by Council Member(s) Smith and Paoletto re: Proposed request that the installation of a "Speed Hump" of sufficient height to reduce speeding be placed near the front of 160-162 Horace Street, referred to Board of Police Commissioners.
- 177-15** Resolution presented by Council Member(s) Smith and Paoletto re: Proposed request that the installation of appropriate signage be placed at the entrance of 130 and 180 Broadbridge Road reading "Dead End - No Turn Around", referred to Board of Police Commissioners.
- 178-15** Resolution presented by Council Member(s) Smith and Paoletto re: Proposed request that the installation of "Speed Humps" of sufficient height to reduce speeding and signage reading "Slow - Children at Play" be placed near 160 Lynne Place, referred to Board of Police Commissioners.
- 179-15** Resolution presented by Council Member(s) Banta and Taylor-Moye re: Proposed request to designate the intersection of Lafayette Street and Gregory Street as being an "All Way Stop" with appropriate signage, street markings and the installation of "Speed Humps" on Lafayette Street of sufficient height to reduce speeding, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *64-15** Economic and Community Development and Environment Committee Report re: Resolution concerning Disposition of City-Owned Property located at 48 Trowel Street.
- *148-15(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for September 19, 2016: Disposition of Eight (8) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.
- *173-15** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic & Community Development ("DECD") for the Preservation and Restoration of the Historic Barnum Museum located at 820 Main Street.
- *174-15** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic & Community Development ("DECD") Historic Preservation Office ("SHPO") Grant for the Preservation and Restoration of the Historic Barnum Museum located at 820 Main Street.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *39-15** Miscellaneous Matters Committee Report re: Appointment of Pearl Brooks (U) to the Commission of Persons with Disabilities.
- *83-15** Miscellaneous Matters Committee Report re: Appointment of Michael Piccirillo (D) to the Zoning Board of Appeals.
- *156-15** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Land Rover Milford.
- *157-15** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Industry Consulting Group, Inc.
- *158-15** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Engineered Electric CO DBA Fermont.
- *159-15** Miscellaneous Matters Committee Report re: Refund of Excess Payments – 1313 Connecticut Avenue LLC DBA Westrock Development.
- *164-15** Miscellaneous Matters Committee Report re: Appointment of Paul L. Errico (U) to the Commission on Harbor Management.
- *166-15** Miscellaneous Matters Committee Report re: Appointment of Noel Kayo (D) to the Ethics Commission.

MATTERS TO BE ACTED UPON:

- 180-15** Special Committee Report re: (Ref. #121-03) Street Discontinuance - Portions of East Washington Avenue (“Street”): Adopted on June 7, 2004.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 6, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Michael Moore
938 Broad Street
Bridgeport, CT 06604

Bridgeport Downtown Special Services
District and scope of work/initiatives.

Robert E. Halstead
55 Sterling Place
Bridgeport, CT 06604

Palace and Majestic Theaters.

Truman Small, Jr.
2660 North Avenue
Bridgeport, CT 06604

Taxes and trash.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Open, accountable and transparent
municipal practices.

Jorge Cruz
251 Black Rock Avenue, Apt. 2-R
Bridgeport, CT 06605

The abuse of power by a city sheriff and
Connecticut Against Violence (CAV).

Stephen M. Nelson
24A Stoneridge Road
Bridgeport, CT 06606

135th District issues and concerns.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
TUESDAY, SEPTEMBER 6, 2016
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President Pro Tempore Taylor-Moye called the Public Speaking Session to order at 6:35 p.m.

ROLL CALL

City Clerk Lydia Martinez called the roll.

The following members were present:

- 130th District: Kathryn Bukovsky, Scott Burns
- 131st District: Denese Taylor-Moye, Jack O. Banta
- 132nd District: John Olson
- 133rd District: Jeanette Herron
- 134th District: Michelle Lyons
- 135th District: Richard Salter, Mary McBride-Lee
- 136th District:
- 137th District:
- 138th District: Anthony Paoletto, Nessah Smith
- 139th District: James Holloway

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 12 P 1:44
ATTEST
CITY CLERK

A quorum was present.

Council President Pro Tempore Taylor-Moye stated that Council President McCarthy and Council Member Vizzo-Paniccia were not able to attend due to personal reasons.

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NAME

SUBJECT

Michael Moore
938 Broad Street
Bridgeport, CT 06604

Bridgeport Downtown Special Services
District and scope of work/initiatives.

Mr. Michael Moore came forward to greet the Council Members. He said that he was present to update the Council Members about the Downtown Special Services District [DSSD] and inform them about the scope of work and vision of the DSSD. This organization started in the fall of 1987 and the residents pay 3 mills more in addition to the normal tax rate.

The group focuses on Environmental issues via Ambassadors and also focuses on issues like power washing the graffiti. They work on public safety issues and installing cameras downtown. The DSSD also works on promoting economic development downtown. This includes public spaces downtown, such as the Farmers Markets and the adoption of various park spaces.

There is a focus on Marketing and attracting new businesses to downtown. Mr. Moore gave a brief overview of this and thanked the Council for their time. He said that it was important for the Council to know what is going on in the DSSD.

Robert E. Halstead
55 Sterling Place
Bridgeport, CT 06604

Palace and Majestic Theaters.

Mr. Halstead came forward to address the members of the Council. He read the following statement into the record.

I am speaking to you tonight out of extreme concern for the Palace and Majestic Theaters Downtown.

The theaters were built in 1922 and were designed by architect Thomas Lam, the King of theaters who designed hundreds of theaters worldwide from Calcutta to Kansas City with hundreds of other theaters across the nation including the Palace in Waterbury, Kings Theater in Brooklyn the Capital in Port Chester, the Beacon Theater in Manhattan and the Paradise Theater in the Bronx.

Except for those who have fallen to the wrecking ball, Thomas Lamb's distinctive terra cotta theaters have proved remarkable durable. The artwork inside the theaters in Bridgeport is exceptional and give one the experience of walking into a different world such as one would experience in a Venetian Garden with its murals, its faux marble, domed ceilings, grand foyers with magnificent staircases and chandeliers. The Palace has 3200 seats and the Majestic has 2200 seats. Attached to the theaters are seven commercial spaces and a 109 room Savoy Hotel with its five stories and two elevators. The hotel has not bearing walls and can be opened up for adaptive reuse.

The theaters are part of Bridgeport's core and help give it an identity. Their history began with Vaudeville and stage and featured the likes of Jimmy Cagney, Shirley Temple and Mae West. After vaudeville and with the entry of talky films, they showed motion pictures and were continuously packed out. The movie theaters were the vision of Sylvester Poli, an Italian immigrant, who was the king of movie houses in the early twentieth century. The theaters were continually packed out.

The theaters became vacant in the mid 1970's, became a church for a while and then became vacant. They have been vacant for about 40 years. The theaters are poised for adaptive reuse -- mixed use for housing and commercial and entertainment. The theaters are structurally sound and should be the center for Bridgeport's economic downtown rebirth. There are sources of government funding and tax credits that can be used to rebuild these structures as has been done at City Trust and Read's Artspace.

The city has owned these structures for approximately 20 years. With State money, they had a new roof installed in the late 1990s, had asbestos removed and had some clean up done.

The theaters are now at risk of arson, theft and vandalism. The Cabaret Theater has used the Majestic for storage of its props since about 1995. This poses a threat of arson, if a match were lit, the theater would burn beyond repair. The theaters are not secured. Vagrants are entering. Recently, two city owned vacant buildings in Downtown North were set afire, so it is very possible the same thing can happen here. I am submitting minutes from the City Council Meeting of May 11, 2015, where the Council approved \$30,000 to install fire and intrusion alarms, install fencing to the rear foyer, temporary lighting and significant cleaning and relocating of the Cabaret's props. As a Council Member at the time, I was the one who sponsored this legislation.

None of this money has been spent, the theaters remain at risk and the efforts to work with the City meet with frustration and inaction.

(The following excerpts are sections from the Special City Council Meeting of Monday May 11, 2015 that Mr. Halstead highlighted.)

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ORG#	ORGANIZATION	APPR. UNIT	DESCRIPTION	2016 MAYOR PROPOSED	2016 BAC APPROVED	CHANGE
01035000	PURCHASING	04OP 01035	PURCHASING OPER EXP	5,910	10,910	5,000
01055000	OFFICE OF THE CITY CLERK	04OP 01055	CITY CLERK OPER EXP	23,552	28,552	5,000
01450000	ECONOMIC DEVELOPMENT	04OP 01450	ECONOMIC DEVELOPMENT OPER EXP	87,250	117,250	30,000
01450000	ECONOMIC DEVELOPMENT	05SS 01450	ECONOMIC DEVELOPMENT SPEC SVC	390,892	494,822	103,930
01610000	OTHER FINANCING USES	06FU 01610	OTHER FINANCING OTHER FIN USES	2,021,217	2,221,217	200,000
01801000	BOARD OF EDUCATION	01PS 01801	CLASSROOM PERSONNEL SVCS	25,698,708	25,895,916	197,208
01860000	BOARD OF EDUCATION	01PS 01860	SCHOOL NURSES PERSONNEL SVCS	1,589,446	2,397,707	808,261
	Total Appropriation Increases			29,816,975	31,166,374	1,349,399

01450 04OP01450 - The legislative intent is to increase the Mayor's proposed budget value for the Office of Economic Development to provide funds dedicated to security, maintenance and preservation of the Poli-Majestic Theatre building.

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Council Member Halstead then thanked the Council for allocating the funding for the Poli-Majestic Theatre.

Council Member Brannelly commented about Council Member Halstead's request for the local theaters and how this was needed.

Truman Small, Jr.
2660 North Avenue
Bridgeport, CT 06604

Taxes and trash.

Council President Pro Tempore Taylor-Moye called Mr. Small's name three times with no response.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Open, accountable and transparent
municipal practices.

September marks the 9th month of Joe Ganim's "second chance" Mayordom. Nine months in human terms might suggest a healthy delivery, but with Mayoral terms we need a change of perspective.

Who is Joe Ganim and how is he doing as our leader? What is his plan and where are his priorities? First, there is a Joe Ganim we remember from the campaign. Among other things he called for:

- open government,
- improving public schools,
- reducing property taxes and
- growing the economy and public safety.

How did those work out for taxpayers, voters and parents of school age youth?

Second there is the Joe Ganim of July 5th who sat and listened to the discontent of hundreds of taxpayers when Tom McCarthy did not suspend Council rules to extend time for speakers and adjourned after a limited City Council meeting. Ganim stayed and listened that evening. But where is a commentary on the distressed balance sheet and deficit handed to him? Where are his comments on genuine City direction based from his listening?

Third there is the Joe Ganim of his official Biography on the Bridgeport site. It tells us that when he stepped into office the first time, there was a five year budget projection showing a \$250 Million looming deficit. Where is a five year budget projection for 2021? What does it look like now, Mayor?

In your first hundred days you initiated a process for transition. Lots of good people spent time brainstorming and laying out paths to our future. You listened to good ideas. Why not return to the Transition Report and identify which you will advance and be accountable for? How many in this room including the Council have read it through and know its potential?

For that matter where is an honest budget currently, especially of the Police Department? It has about 350 personnel not 478 as the budget said were "filled". One hundred million dollars to be spent based on a phony budget?

Why not post the actual employee total for the City currently and keep it up to date on the City site? The Transition Report states that the Mayor "vowed to govern in an accountable and open manner to foster a better government to represent best interests of citizens." How does that fit with phony budgeting? Perhaps this is time for a re-do that better indicates actual retirees, new officers, and use of overtime?

Returning to the Mayor's bio, we read: "After serving as Mayor, Joe Ganim worked as a successful private sector consultant for five years....." and so on. This statement fails to provide some critical history. No mention of Federal inquiry, indictments, trial on multiple counts, seven years of prison time, loss of law license and failure to secure it once again. Joe, find a dozen voters in the last election who don't know most of the story. It's not a secret. Why was it left out of your official "bio", especially your special visit to an east side church where some type of repentance or forgiveness 'ceremony' was said to happen? The "second chance" reference says that it was for the City and for the Mayor. You asked for trust. Citizens look for truth. We need to verify.

The transition report suggested regular meetings with citizens out in the Districts of the Council. Have any of you scheduled such get togethers? It's an idea for the City, not necessarily dependent on the Mayor. An open conversation at a local school or church allows you to listen to constituents and to share your perspective as a representative. What do you have to lose? Failure to listen and to act towards priorities will sink us deeper in poor governance and fiscal mud. Genuine conversations fight hopelessness.

The Mayor's bio finishes with his education, family and residence. It says the Mayor lives in Bridgeport, as termed in the Charter, but where exactly? Many people observe him with family in Easton. Others have suggested that he may be residing in the Mobile Command Center, really? And locations like Cartright Street or a condo in Black Rock, where you have been reported delivering towels and fixing WiFi while on your day job are mentioned, but? Will the Mayor share where the IRS, the DMV and USPS have his residence listed?

Biographies and budgets should not be bogus. Mayor in your run for office you said: Open, Accountable, Transparent and Honest. I agree these are good governance values. Happy to talk and listen together any time. Time will tell.

Jorge Cruz
251 Black Rock Avenue, Apt. 2-R
Bridgeport, CT 06605

The abuse of power by a city sheriff and
Connecticut Against Violence (CAV).

Mr. Cruz came forward and addressed the Council Members regarding the ongoing opiate crisis. He said that he had tried to meet with State Representative Chris Rosario and State Representative Ezequiel Santiago with no response. Mr. Cruz said that he had met with Council Member Feliciano, Council Member Herron, Council Member Paoletto, Council Member Casco and Council Member Castillo about this crisis.

City of Bridgeport
City Council
Regular Meeting
September 6, 2016

Council Member Aidee Nieves joined the meeting at 6:59 p.m.

Mr. Cruz then went on to speak about his issues with Mr. Steve Nelson, a Bridgeport City Sheriff and the group Connecticut Against Violence.

Stephen M. Nelson
24A Stoneridge Road
Bridgeport, CT 06606

135th District issues and concerns.

Mr. Nelson came forward and greeted the Council Members. He said that he was present as a citizen, a parent, a grandparent and a City Sheriff. Mr. Nelson said that he was a school resource officer for many years. He said that people were not sleeping well because of the crime in the City. He said that when the Mayor was elected, it was with the understanding that the Mayor would be reviewing the various neighborhoods. He invited the Council Members to come up to Trumbull Gardens to see the conditions. The residents should not be held hostages in their neighborhood. He said that he does not have a City phone or a City office. The money cannot be used just for law enforcement, it has to be used for programs for the kids.

Council Member Brantley joined the meeting at 7:03 p.m.

Mr. Nelson said that there are doors that do not lock and windows that are not in the frames properly. There are three schools in the area and they were promised a community center but that never happened.

Council President Pro Tempore Taylor-Moye said that Mr. Nelson was the last speaker that had signed up in advance. She then called Ms. Crystal Mack forward to address the Council Members.

Crystal Mack

Ms. Crystal Mack came forward and said that she was appalled with the situation. She said that people do not know the Constitution and should be ashamed. She said that the people want their neighborhood back. She spoke about the fact that the children have no place to go and have no education. She said that there was mold in the schools along with rats and other creatures. She said that they could not take away her constitutional rights.

ADJOURNMENT

Council President Pro Tempore Taylor-Moye adjourned the Public Speaking Portion of the Council Meeting at 7:12 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
September 6, 2016

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 6, 2016

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:22 p.m.

PRAYER

Mayor Ganim requested Council Member McBride-Lee lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested City Clerk Lydia Martinez lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Martinez called the roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: John Olson, M. Evette Brantley
133rd District: Jeanette Herron
134th District: Michelle Lyons
135th District: Mary McBride-Lee, Richard Salter
136th District: Alfredo Castillo, Jose Casco
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

A quorum was present.

A meeting of landowners abutting portions of East Washington Avenue to be discontinued per Item #121-03 pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter.

Mayor Ganim called the meeting of the landowners abutting portions of East Washington Avenue regarding the discontinuation of the portion of the street per Item #121-03 pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes to order at 7:26 p.m. He asked if there was anyone present to speak on the matter. One of the abutters came forward and said that they were in favor of the street abandonment.

Mayor Ganim asked if there was anyone else present who wished to address the Council at this time regarding the matter. Hearing none, Mayor Ganim closed the meeting of the landowners abutting portions of East Washington Avenue regarding the discontinuation of the portion of the street per Item #121-03 pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes at 7:27 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 20, 2016 and July 5, 2016

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE CITY COUNCIL MINUTES OF JUNE 20, 2016 AND JULY 5, 2016.**

**** COUNCIL MEMBER SMITH SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF JUNE 20, 2016 AND JULY 5, 2016 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

Council Member Lyons said that she wished to comment on the following agenda items:

176-15 Resolution presented by Council Member(s) Smith and Paoletto re: Proposed request that the installation of a "Speed Hump" of sufficient height to reduce speeding be placed near the front of 160-162 Horace Street, referred to Board of Police Commissioners.

178-15 Resolution presented by Council Member(s) Smith and Paoletto re: Proposed request that the installation of "Speed Humps" of sufficient height to reduce speeding and signage reading "Slow - Children at Play" be placed near 160 Lynne Place, referred to Board of Police Commissioners.

179-15 Resolution presented by Council Member(s) Banta and Taylor-Moye re: Proposed request to designate the intersection of Lafayette Street and Gregory Street as being an "All Way Stop" with appropriate signage, street markings and the installation of "Speed Humps" on Lafayette Street of sufficient height to reduce speeding, referred to Board of Police Commissioners.

She said that the City should invest more on speed humps, but she would like to have the Public Facilities Department run a test to see if the humps interfere with snow plowing.

**** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEMS:**

181-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF EDUCATION FOR 2017-YSB ENHANCEMENT GRANT (PROJECT #17540), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

183-15 COMMUNICATION FROM OPED RE: PROPOSED ON-CALL ENVIRONMENTAL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH AECOM, TRC ENVIRONMENTAL CORPORATION, TIGHE & BOND, FREEMAN COMPANIES AND LEGGETTE, BRASHEARS & GRAHAM, INC FOR ENVIRONMENTAL SERVICES, REFERRED TO CONTRACTS COMMITTEE.

184-15 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF TAX ANTICIPATION NOTES (TANS) – TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY – FY2017, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

185-15 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO REFUND CERTAIN GENERAL OBLIGATION BONDS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

186-15 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

187-15 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF AMENDMENT TO ADOPTED FY2017-2021 CAPITAL PLAN, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

PETITIONS TO BE REFERRED TO COMMITTEES:

182-15 PETITION FROM STAN CICHY, GINSBURG DEVELOPMENT COMPANIES (GDC), BRIDGEPORT PHASE I MANAGER, LLC RE: PROPOSED REQUEST FOR THE INSTALLATION OF A CANOPY AT THE MAIN ENTRANCE LOCATED AT 955 MAIN STREET (CITY TRUST BUILDING), PURSUANT TO SECTION 12.16.110 OF THE MUNICIPAL CODE OF ORDINANCES, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

175-15 RESOLUTION PRESENTED BY COUNCIL MEMBER HOLLOWAY RE: PROPOSED REQUEST THAT WRITTEN NOTICE BE SENT TO ALL ABUTTING PROPERTY OWNERS AT LEAST 10 DAYS PRIOR TO A PUBLIC HEARING BY APPLICANTS CONCERNING THE ZONING BOARD, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

176-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) SMITH AND PAOLETTO RE: PROPOSED REQUEST THAT THE INSTALLATION OF A "SPEED HUMP" OF SUFFICIENT HEIGHT TO REDUCE SPEEDING BE PLACED NEAR THE FRONT OF 160-162 HORACE STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.

177-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) SMITH AND PAOLETTO RE: PROPOSED REQUEST THAT THE INSTALLATION OF APPROPRIATE SIGNAGE BE PLACED AT THE ENTRANCE OF 130 AND 180 BROADBRIDGE ROAD READING "DEAD END - NO TURN AROUND", REFERRED TO BOARD OF POLICE COMMISSIONERS.

178-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) SMITH AND PAOLETTO RE: PROPOSED REQUEST THAT THE INSTALLATION OF "SPEED HUMPS" OF SUFFICIENT HEIGHT TO REDUCE SPEEDING AND SIGNAGE READING "SLOW - CHILDREN AT PLAY" BE PLACED NEAR 160 LYNNE PLACE, REFERRED TO BOARD OF POLICE COMMISSIONERS.

179-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BANTA AND TAYLOR-MOYE RE: PROPOSED REQUEST TO DESIGNATE THE INTERSECTION OF LAFAYETTE STREET AND GREGORY STREET AS BEING AN "ALL WAY STOP" WITH APPROPRIATE SIGNAGE, STREET MARKINGS AND THE INSTALLATION OF "SPEED HUMPS" ON LAFAYETTE STREET OF SUFFICIENT HEIGHT TO REDUCE SPEEDING, REFERRED TO BOARD OF POLICE COMMISSIONERS.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council President Pro Tempore Taylor-Moye stated that Council President McCarthy and Council Member Vizzo-Paniccia were not able to attend due to personal reasons.

Mayor Ganim then asked if there was any Council Member who would like to remove an item from the Consent Calendar. No one wished to remove any items from the Consent Calendar.

City Clerk Martinez read the following items into the record:

***64-15 Economic and Community Development and Environment Committee Report re: Resolution concerning Disposition of City-Owned Property located at 48 Trowel Street.**

***148-15(PHO) Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for September 19, 2016: Disposition of Eight (8) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.**

***173-15 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic & Community Development (“DECD”) for the Preservation and Restoration of the Historic Barnum Museum located at 820 Main Street.**

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***83-15 Miscellaneous Matters Committee Report re: Appointment of Michael Piccirillo (D) to the Zoning Board of Appeals.**

***156-15 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Land Rover Milford.**

***157-15 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Industry Consulting Group, Inc.**

***158-15 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Engineered Electric CO DBA Fermont.**

***159-15 Miscellaneous Matters Committee Report re: Refund of Excess Payments – 1313 Connecticut Avenue LLC DBA Westrock Development.**

***164-15 Miscellaneous Matters Committee Report re: Appointment of Paul L. Errico (U) to the Commission on Harbor Management.**

***166-15 Miscellaneous Matters Committee Report re: Appointment of Noel Kayo (D) to the Ethics Commission.**

**** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEMS:**

***64-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION CONCERNING DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 48 TROWEL STREET.**

***148-15(PHO) ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR SEPTEMBER 19, 2016: DISPOSITION OF EIGHT (8) CITY-OWNED PROPERTIES BY AUCTION, SALE TO ABUTTER OR BY SALE TO COMMUNITY BASED HOUSING DEVELOPMENT CORPORATIONS.**

***173-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT ("DECD") FOR THE PRESERVATION AND RESTORATION OF THE HISTORIC BARNUM MUSEUM LOCATED AT 820 MAIN STREET.**

***174-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT ("DECD") HISTORIC PRESERVATION OFFICE ("SHPO") GRANT FOR THE PRESERVATION AND RESTORATION OF THE HISTORIC BARNUM MUSEUM LOCATED AT 820 MAIN STREET.**

***39-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF PEARL BROOKS (U) TO THE COMMISSION OF PERSONS WITH DISABILITIES.**

***83-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF MICHAEL PICCIRILLO (D) TO THE ZONING BOARD OF APPEALS.**

***156-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – LAND ROVER MILFORD.**

***157-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – INDUSTRY CONSULTING GROUP, INC.**

***158-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – ENGINEERED ELECTRIC CO DBA FERMONT.**

***159-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – 1313 CONNECTICUT AVENUE LLC DBA WESTROCK DEVELOPMENT.**

***164-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF PAUL L. ERRICO (U) TO THE COMMISSION ON HARBOR MANAGEMENT.**

***166-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF NOEL KAYO (D) TO THE ETHICS COMMISSION.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

180-15 Special Committee Report re: (Ref. #121-03) Street Discontinuance - Portions of East Washington Avenue ("Street"): Adopted on June 7, 2004.

**** COUNCIL MEMBER BUKOVSKY MOVED THE ITEM.**

**** COUNCIL MEMBER HOLLOWAY SECONDED.**

Council Member Holloway stated that there were only two abutters, the Technology Center and Metro North, along that portion of the road.

Council Member Feliciano said that she wanted more information on the item.

Mr. Kevin Reed, the Bridgeport Trade and Technology Center Building Manager, came forward and said that he had been the manager for the Center for 16 years. The Center has maintained and repaired the street for that time. He said that he was in favor of the abandonment and would like to see the new train station be constructed.

Council Member Nieves asked why they needed to go all the way through. Mr. Reed said that Pembroke would continue to be maintained. Council Member Holloway pointed out that there was no existing pass through because of the railroad tracks and the school. Discussion followed about the details of the location.

Mayor Ganim asked if this was a time sensitive issue. Mr. Ken Flatto, the Finance Director came forward and explained that there were a number of issues depending on this approval. The railroad will be moving some catenary lines and there is also a contract pending. Mayor Ganim said that if the Council would like to approve the item, he would not sign the documents until Council Member Feliciano received the additional information she was looking for.

**** COUNCIL MEMBER FELICIANO MOVED TO TABLE THE ITEM.**

**** COUNCIL MEMBER LYONS SECONDED.**

Council Member Holloway requested a roll call vote.

**** THE MOTION TO TABLE PASSED WITH THIRTEEN (13) IN FAVOR (BUKOVSKY, TAYLOR-MOYE, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH, AND MARTINEZ); FOUR (4) OPPOSED (BURNS, OLSON, SALTER, AND HOLLOWAY) AND ONE (1) ABSTENTION (BANTA).**

Council Member Holloway requested Council Member Banta state the reason for his abstention. Council Member Banta stated that he works for Metro-North.

Council Member Holloway left the meeting at 7:50 p.m.

Council Member Martinez requested a point of personal privilege. She then thanked the City of Bridgeport for some recent actions that had been taken.

She also commented about some recent issues with the Housing Authority. She wished to know why the Council was expected to support the Housing Authority but the Federal Government can order changes to the Board of Education, who are failing the children. The Council Members should be fighting for the City's children.

Council Member Martinez said that since the Mayor has been in office, the East End has not had a Farmer's Market in 2016. She said that the lack of support for the East End was totally disgusting. She said that she would continue to fight for a Farmer's Market on the East End of Bridgeport because the East Side has a Farmer's Market and it is disrespectful to the East End not to have one. She said that if they would not give the East End a Farmer's Market, the City should at least give the East End residents a piece of land to grow their own food.

She then spoke briefly about the recent crimes in Bridgeport and the lack of policing in the community to reduce the crime in the City of Bridgeport.

Council Member Brantley then requested a point of personal privilege. She asked if there was a way to have a report done for the Council on all the programs that were part of the Summer Initiative. It would be important to hear about what happened to the funding that was allocated for those programs. She then listed a number of items that she would like to have included in the report. Mayor Ganim said that the members of the group could coordinate that. He added that there were a number of people who would like to speak on those programs.

Council Member Brantley said that she also agreed that it would be important to have some fresh vegetables over on the East End of Bridgeport because there is not much offered in the little stores there. The people need access to fresh vegetables.

She went on to speak about a recent shooting and said this affect everyone in some way or another. This is a City problem, not the Feds or the State governments'. The City needs to reach out. Mayor Ganim said that that the meeting had been called by the Governor. Council Member Brantley replied that no matter how many police are on the street, they can't stop what is happening. She said that while she commend Police Chief A.J. Perez and the Bridgeport Police for their efforts, the youth need programs.

Council Member Lyons then requested a point of personal privilege. She said that there had recently been some issues in the North End. She also mentioned a recent program that she had been able to attend. Council Member Lyons said that she had requested the gentleman who ran the program to come and address the Council about it.

Council Member Lyons wished Council Member Brantley "Happy Birthday", as did all those who were present.

Council Member McBride-Lee requested a point of personal privilege. She spoke about the recent violent incidents at Trumbull Gardens. She said that the roof was falling down. This needs to be addressed.

Council Member Olson requested a point of personal privilege. He said that he agreed with Council Member McBride-Lee and said that the City had only flat funded the Board of Education, and this was wrong.

ADJOURNMENT

**** COUNCIL MEMBER LYONS MOVED TO ADJOURN.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services.

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. Ingraham
Richard G. Kascek, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
Edmund F. Schmidt
Eroll V. Skyers

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



MEMORANDUM

TO: Honorable City Council President and City Clerk

FROM: Ronald J. Pacacha, Associate City Attorney
Ronald J. Pacacha

DATE: August 31, 2016

RE: Council Agenda Item No. 121-03
Street Discontinuance – Portions of East Washington Avenue ("Street")

**Request to Schedule a Meeting of the Landowners Abutting the Street
Before the Bridgeport City Council**

In connection with the final acceptance of the discontinuance of the above-identified Street, we respectfully request that the City Clerk and the Council President place on the City Council Agenda for the meeting to be held on September 6, 2016, the following item:

"A meeting of landowners abutting the Street to be discontinued pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter."

The City has sent written notice to the abutting landowners of the date, time and location of such meeting before the City Council and has posted signs at the location of such Street at least thirty (30) days prior to the City Council meeting in each case, both of which actions are required by Section 13a-49 of the Connecticut General Statutes, as amended.

Please place this matter on the City Council Agenda.

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2016 AUG 31 P 1:03
ATTEST
CITY CLERK

City of Bridgeport, Connecticut
Central Grants Office
999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203)-332-5662

COMM. 181-15 Ref'd to ECD&E Committee on 9/6/2016

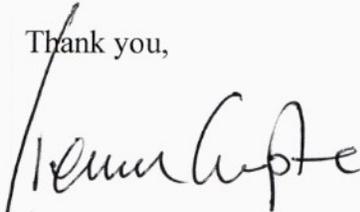
August 30, 2016

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

Re: A Resolution by the Bridgeport City Council Regarding the **Department of Education 2017 YSB Enhancement Grant (Project # 17540)** for referral to the ECDE committee

If you have any questions or require any additional information please contact me at 203-576-7732 or renu.gupta@bridgeportct.gov.

Thank you,



Renu Gupta
Grants Writer

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CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: **Department of Education 2017 YSB Enhancement Grant –
(Project # 17540)**

RENEWAL X _____ NEW ___

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport Lighthouse Program/Bridgeport Youth Service Bureau is requesting \$9,307 of State funds to deliver an evidence-based curriculum "Making Proud Choices" to high risk minority youth. The program will serve 350 students in grades 6-12 in Bridgeport school system and will be provided through a sub-contract with the Greater Bridgeport Adolescent Pregnancy Program (GBAPP).

CONTRACT DATES: July 1, 2016- June 30, 2017

PROGRAM GOALS AND OBJECTIVES

The goal of the program is to assist youth in making responsible choices, developing self esteem and reducing STD/HIV and pregnancy rates.

IF APPLICABLE

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

Federal:
State: \$ 9,307
City: None
Other:

FUNDS REQUESTED

Salaries/Benefits:
Telephone:
Staff Training:
Supplies:
Subcontracts: Yes X No ___

PURCHASED PROF/TECH SERVICES

GBAPP for curriculum specialist costs- health educator \$23.08 per hour/fringes 25.57%

**A Resolution by the Bridgeport City Council
Regarding the
Department of Education 2017-YSB Enhancement Grant
(Project # 17540)**

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

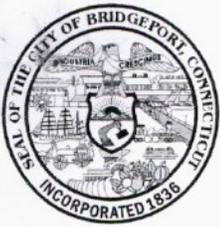
WHEREAS, this funding will be made through, an Agreement between the Department of Education and the City of Bridgeport; and,

WHEREAS, funds under this grant will be used for delivering an evidence-based curriculum to students in grades 6-12; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office submits an application to the Department of Education for a grant for the purpose of delivering important educational services; 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 Department of Education for financial assistance for delivering curriculum "Making Proud Choices".
2. That it hereby authorizes, directs and empowers the Mayor, to execute and file such application with the Department of Education for financial assistance for delivering curriculum "Making Proud Choices" 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 PLANNING AND ECONOMIC DEVELOPMENT

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

**COMM. #183-15 Referred to: Contracts Committee
on 09/06/2016.**

Joseph P. Ganim
Mayor

Thomas Gill
Director

August 31, 2016

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

Re: A Resolution by the Bridgeport City Council Regarding Contracts to selected contractors from an RFQ in substantially the form attached for for referral to the Contracts committee

If you have any questions or require any additional information please contact me at 203-330-4542 or Frank.Croke@bridgeportct.gov

Thank you,

Frank Croke

ATTEST
CITY CLERK

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WHEREAS on July 5, 2015 the City of Bridgeport acting through its Office of Planning and Economic Development (OPED) issued a Request for Qualifications (RFQ) for environmental consultants to assist and advise the City and its development partners in the overall management of environmentally related redevelopment work;

WHEREAS the RFQ sought firms capable of performing such specific tasks as environmental investigations, remediation planning and implementation regulatory reporting and Licensed Environmental Professional (LEP) oversight and certification;

WHEREAS 21 responses to the RFP were received in September of 2015:

WHEREAS a Selection Committee comprised of representatives from OPED, CAO's office, Public Facilities, Department of Parks and Recreation and Connecticut Metropolitan Councils of Governments (MetroCog) reviewed these responses then established a short list of 10 firms and then its final selection of 5 firms;

WHEREAS pursuant to the Selection Committee review OPED recommended to the Board of Public Purchases that the following five firms be awarded contracts: AECOM; TRC Environmental Corporation; Tighe & Bond; Freeman Companies; Leggette, Brashears & Graham, Inc.

WHEREAS the Board of Public Purchases has approved the five selected firms;

WHEREAS the City wishes to enter into a three-year contract on a task-order basis with each of the five selected firms so as to continue the ongoing work of redevelopment and environmental remediation in the city.

NOW THEREFORE BE IT RESOLVED that in consultation with the City Attorney, the City of Bridgeport is authorized to issue contracts substantially in the form of the agreement attached to AECOM, TRC Environmental Corporation, Tighe & Bond; Freeman Companies, Leggette, Brashears & Graham, Inc.

BE IT FURTHER RESOLVED that the Mayor or the Director of the Office of Planning and Economic Development, or their respective designees, are each hereby authorized to execute all agreements, take all necessary actions and do all necessary things in furtherance of this matter consistent with this resolution and in the best interests of the City.

**ON-CALL
ENVIRONMENTAL ENGINEERING
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF BRIDGEPORT
AND**

[DRAFT DATE]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the _____ day of June, 2000, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Department of Public Facilities, Division of Construction Management Services (hereinafter referred to as "**Owner**") and _____, a Connecticut _____, having an address at _____ (hereinafter referred to as "**Consultant**").

WHEREAS, the Owner [advertised a Request for Qualifications/Request for Proposals] on _____ for _____ services for _____ (see **Exhibit A** attached);

WHEREAS, the Consultant submitted its qualifications/proposal dated _____ (see **Exhibit A** attached);

WHEREAS, the Owner selected the Consultant based upon its qualifications and price proposal and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation of a contract for professional engineering services for the Project;

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

DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"Approval" or **"Approved"** means, with respect to the administration and performance of this Agreement, that the Owner, in combination with the Owner's Representative, the Program Manager, and/or the Construction Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"Construction Manager" means the construction manager engaged by the Owner for the Project specified in a Task Order.

"Consultant" means _____, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"Consultant's Representative" means a specific individual or individuals designated in writing by the Consultant to the Owner from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be _____.

"Owner" means the City of Bridgeport, a municipal corporation, acting through the Owner's Representative who shall be designated in writing from time to time during the term of this Agreement.

"Owner's Representative" means a specific individual or individuals designated in writing by the Owner to the Consultant from time to time during the term of this Agreement as its representative or representatives with respect to the Project. At the inception of this Agreement, the Owner's Representative shall be _____, or his designee set forth in writing to the Consultant.

"Program Manager" means _____, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the Owner and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be _____, or his designee set forth in writing to the Owner and the Consultant.

"Project" means construction of public facilities and other improvements as set forth in the Task Orders assigned to the Consultant.

"Task Schedule" means the schedule of milestones and other time requirements established in each Task Order.

"Services" means the testing, inspections and other necessary and related professional services required by a Task Order for the completion of the work described therein.

"Task" or "Task Order" is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit B of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

"Term" means the duration of this Agreement, commencing upon the date specified by the Owner in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) [DATE], whichever event shall first occur. The Owner reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

ARTICLE I BASIC AGREEMENT

1.1 Structure of the Agreement

A. Consultant's Qualifications. The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in environmental compliance of public facilities and other public improvements in accordance with the requirements of the Owner as set forth in one or more Task Orders. The parties are entering into this Agreement with the understanding that the Consultant will provide multi-disciplinary services through its own forces, including but not limited to environmental assessments, environmental engineering, laboratory testing services, and related services necessary for the completion of each Task Order. The licenses of the Consultant shall be submitted to the Owner prior to the execution of this Agreement or promptly in advance of engaging any subcontractor and consultant not identified to the Owner at the time of the execution of this Agreement. The Consultant will conduct, prepare and present to the Owner for review and acceptance all required environmental assessment and laboratory analysis reports which shall be prepared in cooperation with the Owner's Representative, the Program Manager and the Construction Manager as determined by the Owner, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the Owner..

B. Use of Task Orders. The Consulting Services required by this Agreement will be assigned by Task Order to allow for the sequential or partial completion of work related to public improvements in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. Assignment of Tasks. The Owner shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the Owner and the Consultant. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set

forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "**Notice to Proceed**").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit B**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours for each Hourly Billing Rate (defined below) to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Items of work such as borings and laboratory expenses and any estimated reimbursable expenses shall also be listed as individual line items. After negotiations with the Owner, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Owner's Representative, designated by the Owner in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The Owner shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on a [lump sum, cost plus fee, hourly rate with reimbursables and an NTE—the latter is described as follows] not-to-exceed price based upon (1) itemized man-hours by job category agreed to by the parties multiplied by the hourly rates set forth on **Exhibit C**, (2) Reimbursable Expenses, (3) the direct costs of consultants with a five (5%) percent markup for supervision and administration, and (4) the direct costs of subcontractors with a fifteen (15%) percent markup for supervision, indemnification and administration (hereinafter "**Compensation**") and Reimbursable Expenses, defined below. If required by the Owner, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (defined below) in order for the Owner to appropriately allocate funds for such Compensation.

B. **Established Hourly Rates Per Job Category.** Compensation to the Consultant, whether for its own forces or those of its subcontractors and consultants, shall be computed on the basis of hourly rates ("**Hourly Billing Rates**"). A job category hourly rate schedule for Services to be performed by the Consultant, its subcontractors and consultants is attached hereto as **Exhibit C** and incorporated herein by reference, which rate schedule will apply for the duration of this Agreement. All employees shall perform work only in the job

categories for which they are qualified using objective standards acceptable in the industry and at the rates set forth in such exhibit. Requisitions for payment shall be charged against each hourly rate or individual line item identified on each Task Order.

C. **Reimbursable Expenses.** The Consultant shall be reimbursed for only those expenses set forth on **Exhibit D** attached hereto and made a part hereof. Any additional reimbursable expenses shall not be paid without the prior approval of the Owner ("**Reimbursable Expenses**"). Except as otherwise set forth in this Agreement, hourly rates for Services include the Consultant's, its subcontractor's and consultant's respective normal overhead expenses, taxes, insurance, per diem expenses, and the like.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion to for actual hours expended in providing the Services completed during the prior month. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted by the twentieth (20th) day of the month for Services rendered during the previous month. The Owner shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within forty-five (45) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the Owner based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the Owner, from and against all liability for the withholding and payment of all Federal, state and local

personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the Owner other than the Owner's Representative which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the Owner within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the Owner's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the Owner in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the Owner in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The Owner shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the Owner and the Consultant relating to the Work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the Owner unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or

expense to the Owner, at the written request of Owner. If the Owner requests that the Consultant's Representative be replaced, the Owner shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the Owner in the Owner's sole discretion, is not provided promptly.

B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the Owner's Representative and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

C. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the Owner at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of Owner. The Owner may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the Owner upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the Owner, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the Owner or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. Use of Qualified Personnel, Subcontractors and Subconsultants. The Consultant represents that it is a corporation comprised or duly-licensed engineers and environmental professionals engaged in the performance of environmental assessment and engineering services pursuant to the provisions of Section 20-306a and Section 22a-133v of the Connecticut General Statutes, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment accurately calibrated to competently perform the Services required by each Task Order.

B. Consultant Possesses Adequate Resources and Personnel. The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

C. No Conflicts. The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse affect on its ability to independently protect the Owner's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Construction Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the Owner, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

D. Prior Approval of All Subconsultants. The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the Owner and receipt of the Owner's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

E. No Violation of Law. The Consultant represents that neither it, nor any of its officers, directors, owners, employees or, to the best of its knowledge any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its officers, directors, owners, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

F. **Quality and Performance of Services.** The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. **Licenses and Permits.** The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. **Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the Owner and in the Owner's sole discretion, (i) defend through litigation or obtain through negotiation the right of the Owner to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the Owner so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the Owner determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the Owner may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the Owner. The Owner's Representative shall be informed of the nature and content of all direct communications with the State of Connecticut representatives in connection with the Project.

J. **Owner Shall Not Be Billed for Certain Taxes.** The Owner is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the Owner therefor. The Owner reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the

aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the Owner's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during normal business hours of the Consultant.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

2.1 General Description of Services

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order, the engineering and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, fire underwriters, and other parties disclosed by the Owner and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or the date on which, for example, the Connecticut Department of Energy and Environmental Protection or the United States Army Corps of Engineers approves any permit for the Project, or which, in the exercise of the best professional judgment of an independent consultant retained by the Owner, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to Owner of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the Owner as to time and date of such meetings. Notwithstanding anything herein to the contrary, the Owner shall pay the Consultant for all pre-approved and properly documented expenses incurred for trips on the Owner's behalf that exceed fifty miles from Bridgeport, Connecticut.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the Owner in connection with the Project and other consultants or professionals employed by the Owner for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Owner's Representative and the Program Manager copies of all, reports, test results, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the Owner informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement and to a Task Order

ARTICLE III INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The Owner shall provide information regarding its requirements in the form of Task Orders. The Owner shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any Owner-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the Owner's Representative in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Owner's Representative.** The Owner's Representative at the inception of this Agreement is _____ or his designee set forth in writing ("**Owner's Representative**"). Each such person or entity functioning in the capacity as the designated Owner's Representative shall act on behalf of the Owner with respect to this Agreement and all Task Orders and shall have authority to make decisions on which the Consultant can rely. The Owner's Representative shall not perform any design services or other services performed by a consultant. The Owner's Representative shall examine documents, at each phase of the Services performed or to be performed by the Consultant, which are submitted by the Consultant from time to time, and shall

render evaluations and decisions pertaining thereto promptly in order to avoid unreasonable delay in the performance and delivery of the Consultant's services. Any Approval or Approvals given by the Owner shall not relieve the Consultant of any of its obligations hereunder.

3.3 Program Manager; Authority to Direct Consultant. The Program Manager at the inception of this Agreement is Frank Croke, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the Owner with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the Owner regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the Owner's Representative with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the Owner, the Owner's Representative has primary authority to make decisions for the Owner and to direct the Consultant in connection with this Agreement. If authorized in writing by the Owner's Representative, the Program Manager may make decisions on behalf of the Owner and give limited direction the Consultant concerning the Services and any Task Order. Any Approval or Approvals given by the Program Manager on behalf of the Owner, shall not relieve the Consultant of any of its obligations hereunder.

3.4 Independent Legal and Accounting Services. The Owner shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the Owner possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.5 Confidential Information. Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to

such other recipients as the party claiming confidentiality may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Consultant will notify the Owner of spills or other discharges of hazardous environmental contaminants, hazardous waste, regulated chemicals and other conditions that may be detrimental to public health, safety and welfare which are regulated under Connecticut law ("**Reportable Environmental Event**"). In cases where the Owner is not the property owner, the Consultant shall notify the Owner of any Reportable Environmental Event and the Owner will notify the property owner of the requirement to address such occurrence in compliance with applicable law. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

3.6 Existing Environmental Reports. The Owner shall furnish to the Consultant for its use any chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests in the Owner's possession related to the Work of a Task Order.

ARTICLE IV REMEDIES

4.1 Default by Consultant. It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the Owner thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the Owner shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured

within thirty (30) days, with or without written notice from the Owner to the Consultant, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the Owner terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the Owner's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the Owner and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 Default by Owner. In the event the Owner shall fail to perform any of its material obligations pursuant to this Agreement ("**Owner's Default**"), the Consultant shall give written notice within fourteen (14) days to the Owner. In the event that the Owner fails to cure a payment default within fourteen (14) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the Owner to be in default hereunder and exercise any remedies available to it.

4.3 Termination by Owner Due to Consultant's Default. If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the Owner shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within seven (7) days after receipt of such notice, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it. The Owner may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all plans, specifications, drawings, analyses, test results, samples and other data prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the Owner may deem expedient. Additionally, the Owner may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the Owner for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

4.4 Termination by Consultant. Should the Owner commit an Owner's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the Owner all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such

termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the Owner other than payment for Services performed up to the date of termination and Reimbursable Expenses.

4.5 Termination by Owner Without Fault of the Consultant. Upon fifteen (15) days' prior written notice, the Owner shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the Owner shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the Owner shall pay to the Consultant all sums then due to the Consultant hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

4.6 Transfers on Termination. In the event of any termination of this Agreement by the Owner, the Consultant shall, upon written request of the Owner, return to the Owner within seven (7) days all papers, materials, test results, samples, analyses and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Owner's Representative, the Consultant shall debrief the Owner with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the Owner all rights and claims to its Work Product, drawings, specifications, test results, analyses, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Owner's Representative to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the Owner.

4.7 Resolution of Disputes and Choice of Law. The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

4.8 Claims For Additional Compensation and Time. In an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the Owner in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to

such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the Owner. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

4.9 **Consultant's Joinder in Other Related Matters in Dispute.** In the event that a dispute arises between the Owner and its architect, construction manager or general contractor(s), the Consultant agrees that it will participate in such arbitration as a witness or as a party thereto for the purposes of giving evidence relating to the Project.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Consultant represents and warrants that it will employ its best professional engineering judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold Owner, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Environmental Indemnification.** [Intentionally omitted]

5.3 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may be enter the Project site or commence work unless and**

until all such insurance coverages are provided to, reviewed and approved by the Owner.

A. Coverage Required. The Consultant shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not enter the Project site or commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the Owner.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

B. **General Requirements.** All policies shall include the following provisions:

Cancellation notice—The Owner shall be entitled to receive from all insurance carriers an unequivocal agreement **by policy endorsement** to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, City Hall Annex, 999 Broad Street, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Owner and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the Owner, its elected officials, officers, department heads, employees and agents, at no additional cost to the Owner, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the Owner, as its interest may appear. The undersigned shall submit to the Owner upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The City shall be designated as follows:

“The City of Bridgeport
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604”

ARTICLE VI MISCELLANEOUS

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 Professional Services Contract. This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the Owner other than as expressly provided herein. The Consultant acknowledges that the Owner is not a partner or joint venturer with the Consultant and that the Consultant is not an employee or agent of the Owner.

6.3 Prohibition Against Assignment. The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of Owner. The Owner may assign its interest in this Agreement at any time to any person or entity that assumes the Owner's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the Owner from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

6.4 Time of the Essence. All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

6.5 Notices. All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 No Waiver. No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in

any form or media upon creation are and shall be the sole and exclusive property of the Owner, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the construction of the bulkhead Project or for future Projects, provided that the Owner shall not alter any drawings or specifications signed and sealed by the Consultant without its prior written consent. Except for termination of the Consultant's services as a result of a default, the Consultant shall have an irrevocable, non-exclusive license to copy and use such documents and data and may retain copies of such documents and data for re-use in the conduct of its professional practice.

6.8 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Owner and the Consultant and their respective successors, assigns and legal representatives.

6.9 Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut. Any mediation or arbitration shall be commenced and resolved in Bridgeport, Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision of obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 Entire Agreement. Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 Partial Invalidity. If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction

of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 **Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 **Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a mechanic's or materialmen's lien against the Project site or against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 **Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 **Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit E**.

6.17 **Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

6.18 **Council Approval of Agreement May Be Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BRIDGEPORT

By: _____

CONSULTANT

By: _____

Name:

Title:

Duly-authorized

Exhibit A

Advertisement and Consultant's Proposal

Exhibit B

Task Order Format

This Task Order No. ____ is made as of this ____ day of _____, [year] under the terms and conditions established in the Professional Engineering Services Agreement between the Owner and the Consultant dated _____, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

Section A—Scope of Services

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables (“**Deliverables**”) to the Owner:

Section B—Task Schedule

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

Section C—Compensation

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

Section D—Owner’s Responsibilities

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

Section E—Other Provisions

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: _____
Name:
Title:

Consultant

By: _____
Name:
Title:

Exhibit C

Hourly Billing Rates of Consultant and Each Consultant

Reimbursable Expenses

Reimbursable Expenses shall include the following:

1. Shipping and handling of documents during design and construction documents phases.
2. Reproduction of documents for submittals to the Owner and regulatory agencies
3. In-house printing
4. Computer plots
5. Long-distance telephone
6. Local courier services
7. Out-of-city courier services
8. Mileage to and from the Consultant's home office to Project site.

Exhibit E

Nondiscrimination

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER

999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM COMM. #184-15 Ref'd to Budget & Appropriations
Mayor Committee on 09/06/2016.

KENNETH A. FLATTO
Finance Director/CFO

TO: Honorable City Council Members

FROM: Kenneth Flatto, Director of Finance

RE: Agenda Item for Referral to Committee: Bond Resolutions for Issuance of Bonds FY17

DATE: August 31, 2016

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Four proposed Resolutions are requested of the City Council to approve the issuance of New General Obligation (GO) bonds: 1) FY17 Tax Anticipation Notes (TANS); 2.) New Refunding Bond refinancing various existing GO Bonds; 3) A New Bond Issuance to fund capital improvements within the City's Capital Improvement Plans; and 4) A modification to the FY17 Capital Plan (CIP). Due to the historically low interest rates and expectations that rates will rise in the next year, it is in the City's interest to approve these bond issuance resolutions as soon as possible. We appreciate the Council's willingness to consider and hopefully approve this package of resolutions at your earliest convenience. I will make full presentations to Committee as soon as possible.

Tax Anticipation Note Financing:

Each year, as you know, the City issues tax anticipation notes (TANS) to handle short term operating cash needs due to the fact that our main sources of revenue are seasonal. For FY17, these needs will be no more than FY16 and hopefully less. The resolution request is for \$70 million, of which approximately \$50 million TANS would be issued for three months between November 2016 to mature by February 2017, and approximately \$15 million additionally would be issued in May to mature in July 2017.

Refunding/Refinancing of Existing Bonds:

There remains an historic opportunity to refund various components of outstanding general obligation bonds which had been issued in prior years. Current interest rates are actually slightly lower than the very low rates we experienced in March 2016. The various components of this refunding involve the City's outstanding 2006, 2009, 2010, 2012, and 2014 G.O Bonds. To realize the fullest savings available, the City should refund these bonds as soon as possible. Note that the projected debt service savings of perhaps \$500,000 to \$1,000,000 is not as much as last March since we have already taken advantage of significant opportunities earlier this year.

Issuance of New Bonds:

The City adopted a FY17 Capital Plan. In addition there are items from the FY16 Capital Plan that had not yet been bonded as the City did not bond during 2015. Due to the critical needs of various departments, we make this request to the Council now to approve approximately \$55 million of new general obligation bonding. Attached is a schedule of the Projects to be bonded from authorized CIP Plans. In addition, there are two items which require some modification to the existing FY17 CIP to enable the city to attract new

city to attract new state and federal grants and to expand capital funding for an important priority within the existing Capital Plan. Amounts proposed within Schedule A will be finalized in conjunction with the Budget and Appropriations Committee process.

Please note that by passing these bond resolutions as a package of approvals, this will enable the City to achieve cost efficiencies in the issuance of our bonded debt, saving an estimated \$250,000 in avoided issuance costs if these issues were not bonded simultaneously. The City is in the process of selection of the lead underwriter for this bond issuance from respondents to the previously issued RFQ and this negotiated sale will be able to achieve the best results with an intent to achieve at least 2 % present value savings on all refinancing and to achieve the lowest long term interest rates on all new bonds.

Thank you for your consideration of these important Items placed on the September Agenda.

Cc: Joseph P. Ganim, Mayor
City Attorney/Bond Counsel

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

**APPROVAL OF TAX ANTICIPATION NOTES
To Pay Current Expenses and Obligations of the City – FY2017**

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of an amount up to \$70,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City’s full faith and credit (the “Notes”), in an aggregate amount up to \$70,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and

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BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or

to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

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

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



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JOSEPH P. GANIM COMM. #185-15 Ref'd to Budget & Appropriations
Mayor Committee on 09/06/2016.

KENNETH A. FLATTO
Finance Director CFO

TO: Honorable City Council Members

FROM: Kenneth Flatto, Director of Finance

RE: Agenda Item for Referral to Committee: Bond Resolutions for Issuance of Bonds FY17

DATE: August 31, 2016

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Four proposed Resolutions are requested of the City Council to approve the issuance of new General Obligation (GO) bonds: 1) FY17 Tax Anticipation Notes (TANS); 2.) New Refunding Bond refinancing various existing GO Bonds; 3) A New Bond Issuance to fund capital improvements within the City's Capital Improvement Plans; and 4) A modification to the FY17 Capital Plan (CIP). Due to the historically low interest rates and expectations that rates will rise in the next year, it is in the City's interest to approve these bond issuance resolutions as soon as possible. We appreciate the Council's willingness to consider and hopefully approve this package of resolutions at your earliest convenience. I will make full presentations to Committee as soon as possible.

Tax Anticipation Note Financing:

Each year, as you know, the City issues tax anticipation notes (TANS) to handle short term operating cash needs due to the fact that our main sources of revenue are seasonal. For FY17, these needs will be no more than FY16 and hopefully less. The resolution request is for \$70 million, of which approximately \$50 million TANS would be issued for three months between November 2016 to mature by February 2017, and approximately \$15 million additionally would be issued in May to mature in July 2017.

Refunding/Refinancing of Existing Bonds:

There remains an historic opportunity to refund various components of outstanding general obligation bonds which had been issued in prior years. Current interest rates are actually slightly lower than the very low rates we experienced in March 2016. The various components of this refunding involve the City's outstanding 2006, 2009, 2010, 2012, and 2014 G.O Bonds. To realize the fullest savings available, the City should refund these bonds as soon as possible. Note that the projected debt service savings of perhaps \$500,000 to \$1,000,000 is not as much as last March since we have already taken advantage of significant opportunities earlier this year.

Issuance of New Bonds:

The City adopted a FY17 Capital Plan. In addition there are items from the FY16 Capital Plan that had not yet been bonded as the City did not bond during 2015. Due to the critical needs of various departments, we make this request to the Council now to approve approximately \$55 million of new general obligation bonding. Attached is a schedule of the Projects to be bonded from authorized CIP Plans. In addition, there are two items which require some modification to the existing FY17 CIP to enable the city to attract new

city to attract new state and federal grants and to expand capital funding for an important priority within the existing Capital Plan. Amounts proposed within Schedule A will be finalized in conjunction with the Budget and Appropriations Committee process.

Please note that by passing these bond resolutions as a package of approvals, this will enable the City to achieve cost efficiencies in the issuance of our bonded debt, saving an estimated \$250,000 in avoided issuance costs if these issues were not bonded simultaneously. The City is in the process of selection of the lead underwriter for this bond issuance from respondents to the previously issued RFQ and this negotiated sale will be able to achieve the best results with an intent to achieve at least 2 % present value savings on all refinancing and to achieve the lowest long term interest rates on all new bonds.

Thank you for your consideration of these important Items placed on the September Agenda.

Cc: Joseph P. Ganim, Mayor
City Attorney/Bond Counsel

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO. _____

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

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$82,925,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$29,135,000 General Obligation Bonds, 2009 Subseries B (Federally Taxable - Issuer Subsidy - Build America Bonds), the City's \$19,440,000 General Obligation Bonds, 2010 Series B (Federally Taxable - Issuer Subsidy - Build America Bonds), the City's \$23,685,000 General Obligation Bonds, 2012 Series A (Tax-Exempt), the City's \$10,660,000 General Obligation Bonds, 2014 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal,

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

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

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

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

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

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

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

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

interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

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



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JOSEPH P. GANIM **COMM. #186-15 Ref'd to Budget & Appropriations**
 Mayor **Committee on 09/06/2016.**

KENNETH A. FLATTO
 Finance Director CFO

TO: Honorable City Council Members

FROM: Kenneth Flatto, Director of Finance

RE: Agenda Item for Referral to Committee: Bond Resolutions for Issuance of Bonds FY17

DATE: August 31, 2016

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Four proposed Resolutions are requested of the City Council to approve the issuance of new General Obligation (GO) bonds: 1) FY17 Tax Anticipation Notes (TANS); 2.) New Refunding Bond refinancing various existing GO Bonds; 3) A New Bond Issuance to fund capital improvements within the City's Capital Improvement Plans; and 4) A modification to the FY17 Capital Plan (CIP). Due to the historically low interest rates and expectations that rates will rise in the next year, it is in the City's interest to approve these bond issuance resolutions as soon as possible. We appreciate the Council's willingness to consider and hopefully approve this package of resolutions at your earliest convenience. I will make full presentations to Committee as soon as possible.

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Thank you for your consideration of these important Items placed on the September Agenda.

Cc: Joseph P. Ganim, Mayor
City Attorney/Bond Counsel

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

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2018 AUG 31 P 4: 36
ATTEST
CITY CLERK

**APPROVAL OF GENERAL OBLIGATION BONDS -
To Fund Certain Capital Improvement Projects**

WHEREAS, the City Council of the City of Bridgeport (the "City") has previously authorized various capital projects, more particularly listed on Exhibit A attached hereto, and adopted said various capital projects pursuant to the City's 2017-2021 Capital Plan and 2016-2020 Capital Plan; and

WHEREAS, the Charter of the City requires that authorization to borrow against said capital plans be approved by the City Council; and

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization in the amount of \$54,964,347 for the various capital projects as more particularly listed on Exhibit A attached hereto (the "Project"); and now therefore, be it

RESOLVED, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the Project in a principal amount not to exceed \$54,964,347 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$54,964,347 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Project; and (ii) finance such additional costs and expenses, in an amount not to exceed ten

percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

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

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

RESOLVED, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental

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

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

RESOLVED, That the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such

actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

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

RESOLVED, That the Bonds shall be signed by the Officials provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of

such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further

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

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

EXHIBIT A

PROJECT DESCRIPTION	PENDING AUTHORIZATION	FY2017 Capital Plan	FY2016 Capital Plan
		(bold=add)	
BOARD OF EDUCATION:			
Central High School Renovation	\$8,000,000	\$8,000,000	
Harding High School Renovation	\$5,000,000	\$5,000,000	
Fire Alarm Systems	\$200,000	\$200,000	
Skane ROOF Replacement	\$300,000	\$300,000	
TOTAL BOARD OF EDUCATION	\$13,500,000		
ECONOMIC DEVELOPMENT:			
Downtown Bridgeport Revitalization Project	\$20,000,000	\$19,000,000	\$1,000,000
Crescent Crossing Phase 1B Development	\$700,000	\$700,000	
Blight Removal / Demolition Clean Up	\$1,000,000	\$1,000,000	
Congress Street Bridge design/study	\$500,000	\$500,000	
Seaview Ave Corridor/Waterfront Improvements	\$1,900,000	\$400,000	\$1,500,000
TOTAL ECONOMIC DEVELOPMENT	\$24,100,000		
PUBLIC FACILITIES:			
Roadway Paving, Culverts, Intersections, Sidewalks	\$3,500,000	\$1,500,000	\$2,000,000
Public Facilities Equipment	\$2,750,000	\$1,250,000	\$1,500,000
Muni Bldg. HVAC / Heating / Elec./ Facilities	\$1,150,000	\$650,000	\$500,000
City Wide Building & Security Improvements	\$1,550,000	\$800,000	\$750,000
Various Park and Playground Improvements	\$750,000		\$750,000
Parks Maintenance Equipment	\$500,000	\$300,000	\$200,000
Public Facilities Garage Project	\$1,150,000	\$1,150,000	
NRZ and Underserved Neighborhood Projects	\$400,000	\$400,000	
Downtown Intermodal / Water St. Improvements	\$864,347	\$864,347	
TOTAL PUBLIC FACILITIES	\$12,614,347		
OTHER DEPARTMENTS:			
Fire Apparatus/PD Vehicles		\$950,000	
Technology Systems Software and Enhancements	\$950,000	\$950,000	
WPCA Capital Improvements	\$3,000,000	\$2,050,000	\$950,000
	\$800,000	\$160,000	\$640,000
TOTAL OTHER DEPARTMENTS	\$4,750,000		
TOTAL BOND ISSUE - PROJECT AUTHORIZATIONS	\$54,964,347		



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER

999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM
Mayor

COMM. #187-15 Ref'd to Budget & Appropriations
Committee on 09/06/2016.

KENNETH A. FLATTO
Finance Director CFO

TO: Honorable City Council Members

FROM: Kenneth Flatto, Director of Finance

RE: Agenda Item for Referral to Committee: Bond Resolutions for Issuance of Bonds FY17

DATE: August 31, 2016

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2016 AUG 31 PM 4:35
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Four proposed Resolutions are requested of the City Council to approve the issuance of new General Obligation (GO) bonds: 1) FY17 Tax Anticipation Notes (TANS); 2.) New Refunding Bond refinancing various existing GO Bonds; 3) A New Bond Issuance to fund capital improvements within the City's Capital Improvement Plans; and 4) A modification to the FY17 Capital Plan (CIP). Due to the historically low interest rates and expectations that rates will rise in the next year, it is in the City's interest to approve these bond issuance resolutions as soon as possible. We appreciate the Council's willingness to consider and hopefully approve this package of resolutions at your earliest convenience. I will make full presentations to Committee as soon as possible.

Tax Anticipation Note Financing:

Each year, as you know, the City issues tax anticipation notes (TANS) to handle short term operating cash needs due to the fact that our main sources of revenue are seasonal. For FY17, these needs will be no more than FY16 and hopefully less. The resolution request is for \$70 million, of which approximately \$50 million TANS would be issued for three months between November 2016 to mature by February 2017, and approximately \$15 million additionally would be issued in May to mature in July 2017.

Refunding/Refinancing of Existing Bonds:

There remains an historic opportunity to refund various components of outstanding general obligation bonds which had been issued in prior years. Current interest rates are actually slightly lower than the very low rates we experienced in March 2016. The various components of this refunding involve the City's outstanding 2006, 2009, 2010, 2012, and 2014 G.O Bonds. To realize the fullest savings available, the City should refund these bonds as soon as possible. Note that the projected debt service savings of perhaps \$500,000 to \$1,000,000 is not as much as last March since we have already taken advantage of significant opportunities earlier this year.

Issuance of New Bonds:

The City adopted a FY17 Capital Plan. In addition there are items from the FY16 Capital Plan that had not yet been bonded as the City did not bond during 2015. Due to the critical needs of various departments, we make this request to the Council now to approve approximately \$55 million of new general obligation bonding. Attached is a schedule of the Projects to be bonded from authorized CIP Plans. In addition, there are two items which require some modification to the existing FY17 CIP to enable the city to attract new

city to attract new state and federal grants and to expand capital funding for an important priority within the existing Capital Plan. Amounts proposed within Schedule A will be finalized in conjunction with the Budget and Appropriations Committee process.

Please note that by passing these bond resolutions as a package of approvals, this will enable the City to achieve cost efficiencies in the issuance of our bonded debt, saving an estimated \$250,000 in avoided issuance costs if these issues were not bonded simultaneously. The City is in the process of selection of the lead underwriter for this bond issuance from respondents to the previously issued RFQ and this negotiated sale will be able to achieve the best results with an intent to achieve at least 2 % present value savings on all refinancing and to achieve the lowest long term interest rates on all new bonds.

Thank you for your consideration of these important Items placed on the September Agenda.

Cc: Joseph P. Ganim, Mayor
City Attorney/Bond Counsel

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on Budget and Appropriations recommends for adoption the following resolution:

NO.

APPROVAL OF AMENDMENT TO ADOPTED FY2017-2021 CAPITAL PLAN

WHEREAS, the City Council of the City of Bridgeport (the "City") has previously adopted the City's 2017-2021 Capital Plan (the "2017-2021 Capital Plan"); and

WHEREAS, the Mayor and City Council desires to add additional authorization to the City's 2017-2021 Capital Plan in the amount of \$19,900,000 for various capital projects listed on Exhibit A attached hereto (the "Projects"); and now therefore be it

RESOLVED, that the City's 2017-2021 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the Projects as set forth herein.

ATTEST

CITY CLERK

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2016 AUG 31 P 4: 36

Exhibit A

<u>Project Description</u>	<u>New Added Authorization</u>
Downtown Area Bridgeport Revitalization	<i>\$ 19,000,000</i>
Seaview Avenue Corridor/Waterfront Project	<i>\$ 500,000</i>
Congress Street Bridge Design/study	\$400,000
TOTAL	<i>\$ 19,900,000</i>

Capital Plan Amendment Proposed –Project Descriptions

Downtown Bridgeport Revitalization Project –Amendment \$19,000,000:

The City of Bridgeport is implementing a comprehensive plan to further the overall revitalization of downtown Bridgeport. To achieve this effort, the City is requesting this capital funding for key projects related to downtown revitalization. This one time funding request for \$19 million, in addition to the \$21 million approved in FY16 and is intended to jump start these efforts. The funds will be used in the following manner:

1. Streetscape improvements from Main Street to Lafayette Avenue, including road, sidewalk, and intersection improvements and downtown parking improvements and additions. This effort includes an approximately \$5 to \$6 million investment toward securing significant federal and state matching funds already awarded for Main Street signalization upgrades and a realignment of sections of Lafayette Circle/Lafayette Avenue. Streetscape improvements include making downtown more pedestrian and business friendly.
2. Improvements to public city owned facilities. There are many key city owned properties within the downtown area which require clean up and renovations. Among these are: the renovation work to the exteriors and some interior work on Theatres along Main Street north, required safety improvements to the Arena and Harbor Yard, clean up of parking facilities to enable economic development and multi use such sites, facilities and infrastructure work along Water street and along the intermodal corridor. Total costs estimated to total \$7 to \$8 million.
3. An effort to attract new commercial business downtown will include incentives to businesses relocating to Bridgeport and to businesses in Bridgeport who desire to expand in key corridors. Funding for streetscape improvements alongside such business locations, storefront and business equipment funding on a revolving loan and grant basis, based upon economic need similar to federal programs, funding for remediation required activities similar to other OPED programs. Total funding anticipated up to approximately \$6 million.

Total of Capital Project Request: \$20 million

Construction is expected to begin in the second half of 2017.

Seaview Avenue Corridor/City Waterfront Improvement Project –Amendment \$500,000 million:

The Seaview Avenue Corridor project is a roadway improvement project consisting of three segments, which includes rehabilitation and widening to existing roadways and new construction. The City has hired Stantec, and working closely with the CTDOT is in the preliminary design phase, with final design documents due by the summer of 2017. \$1.5 million of capital authorization for city-wide waterfront improvements was already included in recent FY16 Capital Plan which would be applied toward this waterfront area project.

The first segment is located between Barnum Avenue and Boston Avenue, which will entail improvements such as road straightening and repaving, upgrading of traffic signals, new sidewalks and curbs, turning lanes, and streetscape enhancements. The intersection of Seaview Avenue, Boston Avenue and Bond Street will be realigned to accommodate a single 4 way intersection.

The second segment is located along the corridor of Bond Street between Boston Avenue and Stewart Street. Improvements to this section include the construction of a new roadway with

additional travel and turning lanes westerly of the existing Bond Street, conversion of Bond Street into a local frontage road with parking, and streetscape improvements.

The third segment of this project is a an extension of the road north from Stewart Street to connect into the Lake Success Eco Business Park (aka Lake Success or Remington Woods). The route for this new access road is currently being determined through analysis of adjacent land uses, engineering surveys, and cost estimates.

Construction is expected to begin in the second half of 2017.

Congress Street Bridge Assessment project– Amendment \$400,000:

This project is to do an up to date assessment of conditions to consider the construction of a new Congress Street Bridge, a project long considered by the City and possibly eligible for major grant funding. Work with update past studies and design.



Always with integrity

The Honorable City Council Members
Room 204
45 Lyon Terrace, Bridgeport CT 06604

Re: Petition request regarding the installation of Canopy located at 955 Main Street (City Trust Building)

Dear City Council Members,

I am requesting permission to install a main entrance canopy located at 955 Main Street. We currently have in hand an approved building permit (permit #6682) for the renovation of the interior lobby and the addition of amenity features located in the lower level of City Trust. These tenant amenities include a gym, club room, game room, along with storage areas for the tenants. The Canopy will not only improve the aesthetics of the building but will also provide tenants shelter from inclement weather upon entering.

All plans have been approved by the building department which include the canopy detail, although Ordinance section 12.16.110 Awnings, requires council approval. The canopy structure extends from building supported by four inch steel columns. The canopy roof will be arched along with graphics noting "City Trust" and the address of the building as detailed on the included plans.

Section 12.16.110 Awnings: No awning, which is designed to be attached to any permanently erected frame extending over any part of the sidewalk or to any pole or post set in the sidewalk or street, shall be placed over or across any public sidewalk unless a permit for the erection and maintenance of such awning shall be procured from the common council. No part of any awning, when extended over any sidewalk, shall be less than seven feet above the level of the sidewalk.

Our goal at City Trust is to enhance the curb appeal of the building along with convenience features for our tenants. We believe that these improvements go hand in hand with the overall goal of the down town revitalization which is making great progress. I thank you in advance for your consideration of this petition.

Respectfully,

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2016 AUG 31 P 2:27
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CITY CLERK

Stan Cichy
Project Manager
Ginsburg Development Companies
Bridgeport phase 1 Manager, LLC
1001-16 Main Street
Bridgeport CT, 06604
scichy@gdcllc.com
203-948-6523



OFFICE OF THE CITY CLERK RESOLUTION FORM

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 2016 AUG 9 P 1:26
 ATTEST
 CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	175-15			
Submitted by Councilmember(s):	James Holloway			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	139TH			
Subject:	Zoning Board Public Hearing Notice from Applicants to Abutting Property Owners			
Referred to:	Miscellaneous Matters Committee			
City Council Date:	September 6, 2016			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the staff of the City of Bridgeport Zoning Board currently provide the placard notice and newspaper advertisement for upcoming Zoning Board public hearings; and

WHEREAS, often times the notices prove to be inadequate as abutting property owners do not see the newspaper advertisement or the placards are damaged or torn down; and

WHEREAS, applicants coming before the Zoning Board should be required to send written notice to all adjoining and facing property owners at least 10 days prior to the public hearing; and

WHEREAS, the written notice shall contain the description of the property by general vicinity, street address, size, nearest cross street, and the zoning district in which the property is located; a description of the nature, scope, and purpose of the application; and the date, time and location of the public hearing; and

WHEREAS; If inadequate notice is given by an applicant to abutting property owners then the request before the Zoning Board should not be heard and should be deferred; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council requests the Zoning Board as part of the application process require that all applicants coming before it for a public hearing be required to send written notice to all adjoining and facing property owners at least 10 days prior to the public hearing that contains the description of the property by general vicinity, street address, size, nearest cross street, and the zoning district in which the property is located; a description of the nature, scope, and purpose of the application; and the date, time and location of the public hearing; and

BE IT FURTHER RESOLVED, that if inadequate notice is given by an applicant to abutting property owners then the request before the Zoning Board should not be heard and should be deferred.

- Sample Letter Attached -



June 15, 2016

Via Certificate of Mail

Re: Harbor Point GDP and Blocks P4/5

Dear Neighbor:

I am writing to you on behalf of Walter Wheeler Drive SPE LLC and The Strand/BRC Group LLC ("Applicant") who have filed the applications with the Zoning Board. Copies of the following applications are enclosed.

1. Application for Approval of Site & Architectural Plans and/or Requested Uses (Amended GDP);
2. Application for Approval of Site & Architectural Plans and/or Requested Uses (FSP); and
3. Application for Coastal Site Plan Review.

I have also enclosed the General Development Plan showing the proposed amendments.

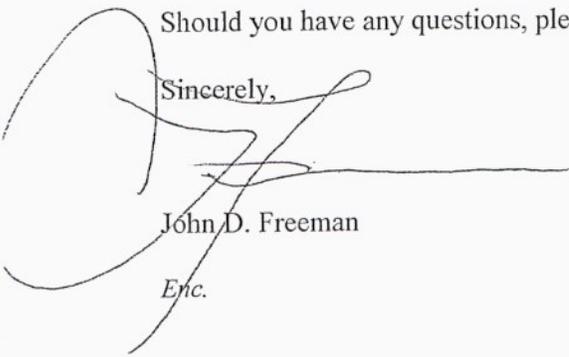
I am notifying you that the Zoning Board is holding a Public Hearing in connection with the above-referenced applications. The Zoning Board has scheduled the Public Hearing on the following date, place and time:

June 27, 2016
7:00 p.m.
City of Stamford
Zoning Board
4th Floor, Cafeteria
Stamford Government Center
888 Washington Boulevard
Stamford, Connecticut

A complete copy of the applications are available for your review in the offices of the City of Stamford Zoning Board, 7th Floor, Government Center, 888 Washington Boulevard during normal business hours.

Should you have any questions, please do not hesitate to contact me directly at (203) 644-1585.

Sincerely,



John D. Freeman

Enc.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	176-15			
Submitted by Councilmember(s):	Nessah J. Smith			
Co-Sponsors(s):	Anthony R. Paoletto	Choose an item.	Choose an item.	Choose an item.
District:	138TH			
Subject:	Speed Hump Between 160-162 Horace Street			
Referred to:	Board of Police Commissioners			
City Council Date:	September 6, 2016			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to ensure the safety and well being of its citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, Horace Street, between Kent Street and Essex Street, is a residential street where during the day and early evening numerous young children are out playing; and

WHEREAS, this section is traveled daily by a variety of motor vehicles, often travelling in excess of the speed limit, creating risk for a serious accident or injury to a child; and

WHEREAS, the residents of 160-162 Horace Street have complained about the dangerous conditions here and expressed concern of a serious accident or injury happening; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby requests that the Board of Police Commissioners authorize the installation of a "Speed Hump" of sufficient height to reduce speeding be placed near the front of 160-162 Horace Street.

- Attachments -

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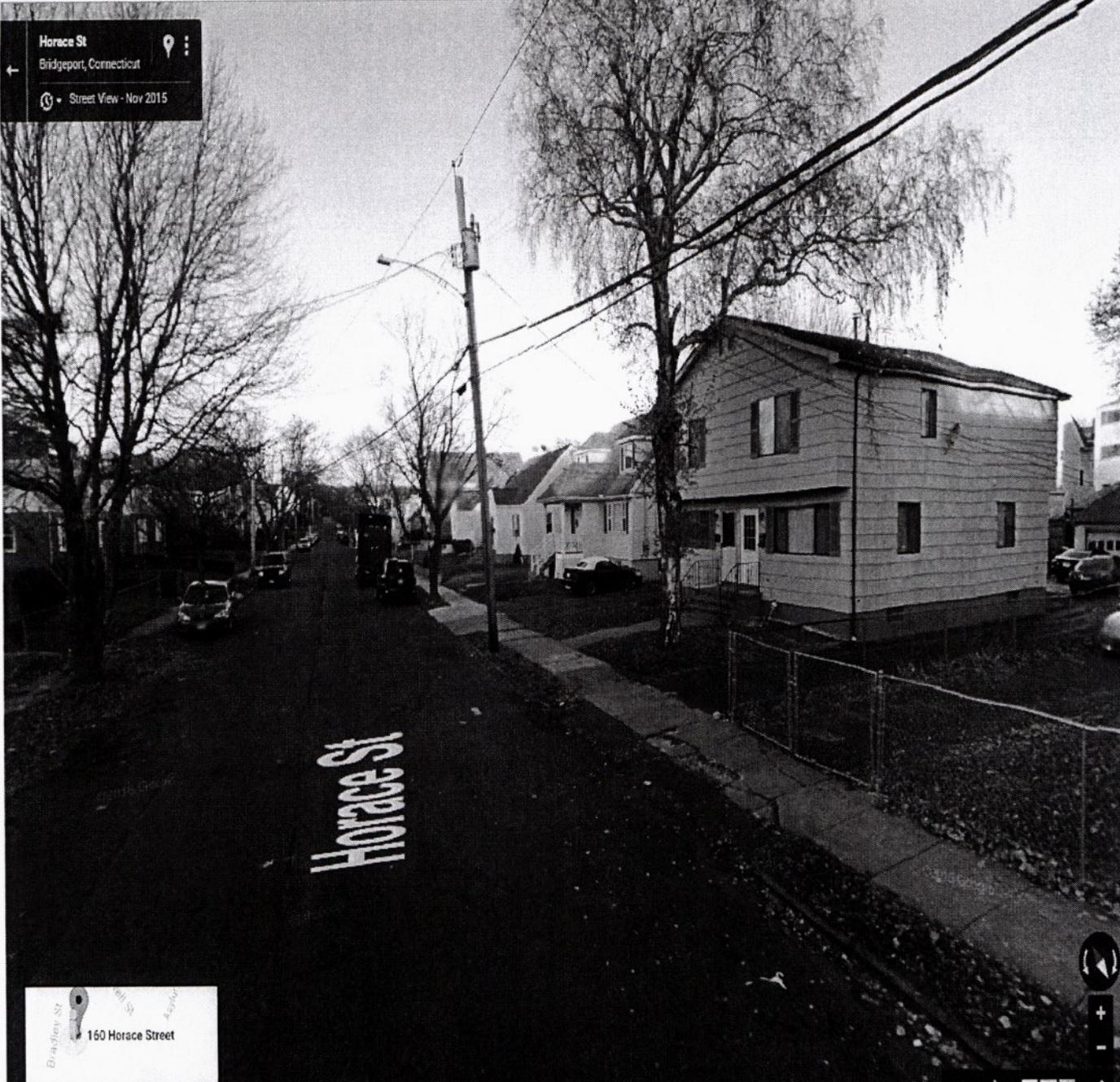
Horace St
Bridgeport, Connecticut
Street View - Nov 2015



Click highlighted areas to see images

160 Horace Street

A small map inset in the bottom left corner shows a street grid. A red pin is placed on a street labeled "160 Horace Street". Other street names visible include "Vale St", "Coppin St", "Bridgeway St", and "Ave". A plus sign is in the bottom right corner of the map inset.



160 Horace Street



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	177-15		
Submitted by Councilmember(s):	Nessah J. Smith		
Co-Sponsors(s):	Anthony R. Paoletto	Choose an item.	Choose an item.
District:	138TH		
Subject:	Dead End – No Turn Around Signs at 130 and 180 Broadbridge Road		
Referred to:	Board of Police Commissioners		
City Council Date:	September 6, 2016		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to ensure the safety and well being of its citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, the entrances to 130 and 180 Broadbridge Road are dead end private roadways, offering access and egress only to those who live there or have a purpose to visit those who live on them; and

WHEREAS, residents have complained that vehicle traffic along Broadbridge Road routinely mistake these private entrances as being through streets; and

WHEREAS, this has caused disruption in the resident's lives as this traffic has to turn around in their driveways; one resident even taking steps to block their driveway with trash cans which has created an eyesore for other residents; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby requests the Board of Police Commissioners to authorize the installation of appropriate signs at the entrance to 130 and 180 Broadbridge Road reading "DEAD END – NO TURN AROUND".

– Attachments –

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CITY CLERK



Broadbridge Rd
Bridgeport, Connecticut
Street View - Dec 2015



Click highlighted areas to see images

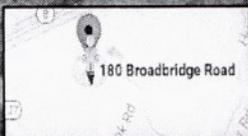
130 Broadbridge Road

Back to Map

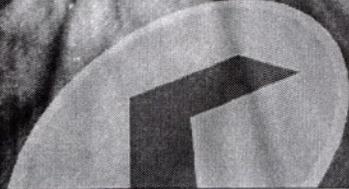
Google

Navigation controls: compass, zoom in (+), zoom out (-), Street View pegman icon, and a small thumbnail of the current view.

Broadbridge Rd
Bridgeport, Connecticut
Street View - Dec 2015



Back to Map



Google







OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	178-15		
Submitted by Councilmember(s):	Nessah J. Smith		
Co-Sponsors(s):	Anthony R. Paoletto	Choose an item.	Choose an item.
District:	138TH		
Subject:	Speed Humps and Signage 160 Lynne Place		
Referred to:	Board of Police Commissioners		
City Council Date:	September 6, 2016		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to ensure the safety and well being of its citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, Lynne Place is a residential street in close proximity to the Hooker School where during the day and early evening older adults, young children, and the disabled persons are out walking, playing, or going to and from the Hooker School; and

WHEREAS, Lynne Place is traveled daily by a variety of motor vehicles, often travelling in excess of the speed limit, creating the risk for a serious accident or injury; and

WHEREAS, the residents of 160 Lynne Place have complained about the dangerous conditions here and expressed concern of a serious accident or injury happening; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby requests the Board of Police Commissioners authorize installation of "Speed Humps" of sufficient height to reduce speeding and signs reading "SLOW - CHILDREN AT PLAY" near 160 Lynne Place.

- Attachments -

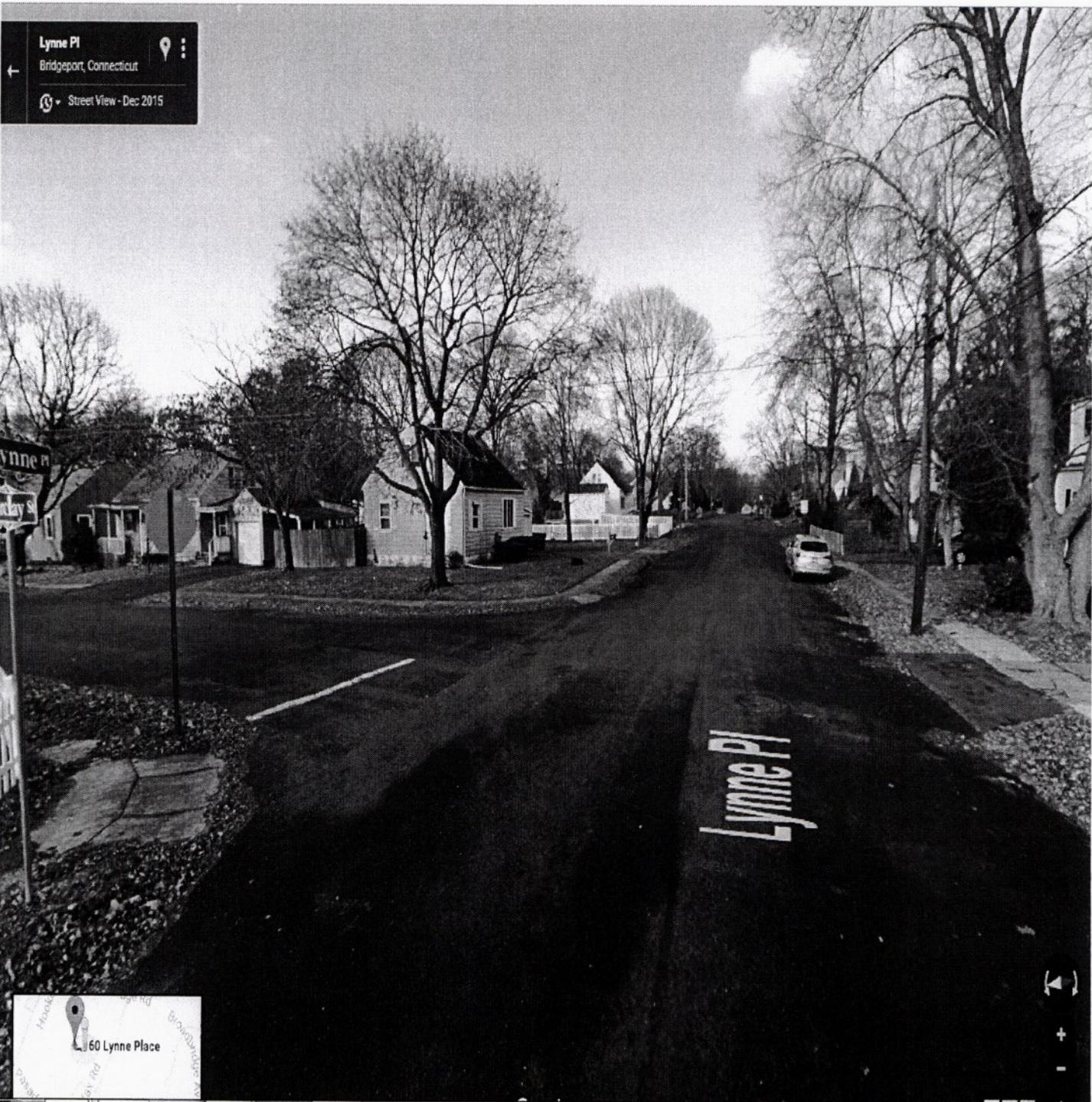
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 CITY CLERK _____

Google Maps 160 Lynne Pl

Cancel Print



Lynne Pl
Bridgeport, Connecticut
Street View - Dec 2015



Map inset showing location: 60 Lynne Place



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	179-15		
Submitted by Councilmember(s):	Jack O. Banta		
Co-Sponsors(s):	Denese Taylor-Moye	Choose an item.	Choose an item.
District:	131ST		
Subject:	All Way Stop and Speed Humps Lafayette Street at Gregory Street		
Referred to:	Board of Police Commissioners		
City Council Date:	September 6, 2016		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to ensure the safety and well being of its citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, our streets and roads are travelled by motor vehicle, bicyclist, motorcyclist and pedestrians alike; and

WHEREAS, Lafayette Street at its intersection with Gregory Street is residential, has an very active church, and is home to many older adults and families with children; and

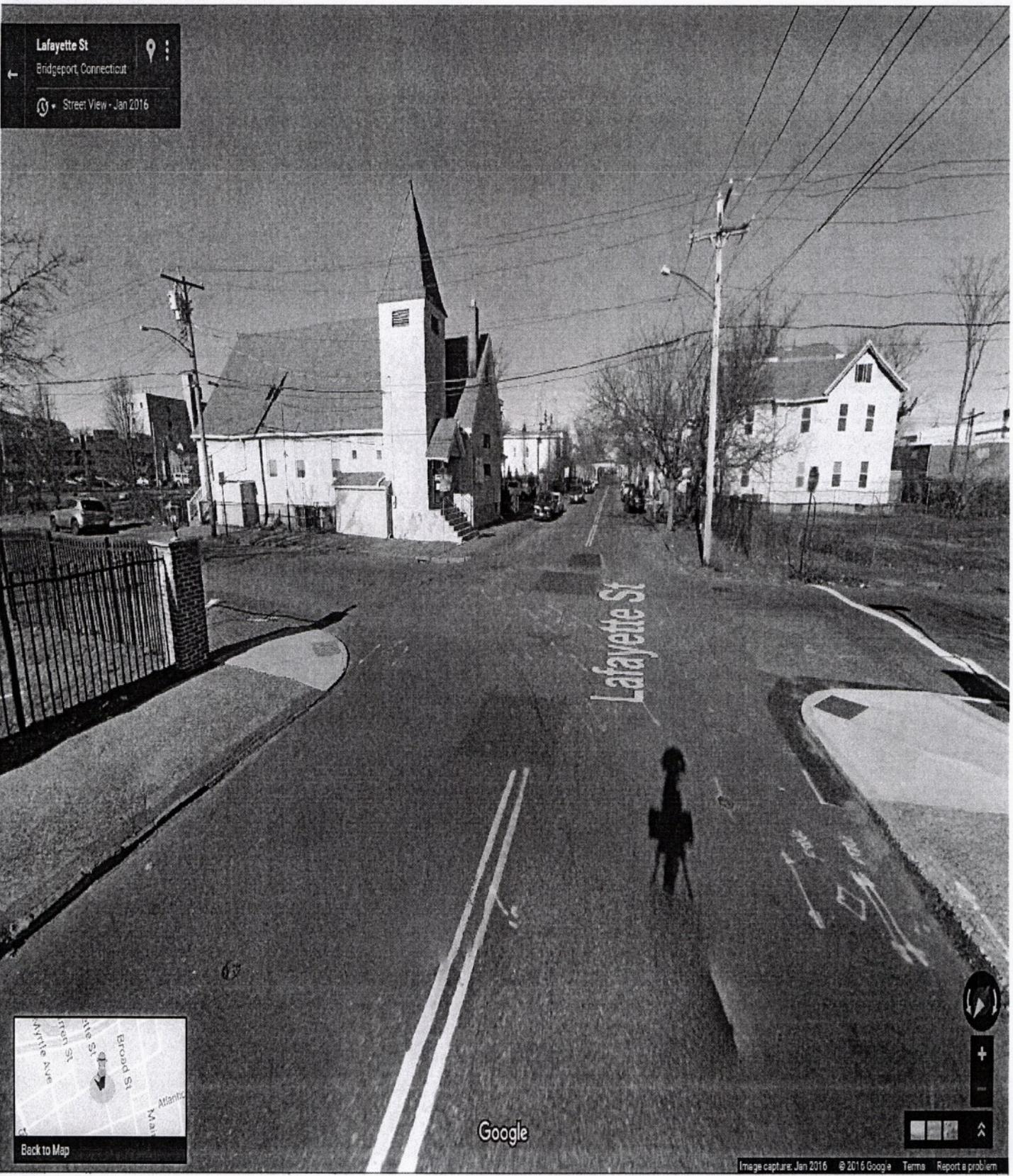
WHEREAS, motor vehicles traveling on Lafayette Street upon coming to the Gregory Street intersection do not slow down, preventing traffic exiting Gregory Street from the church to cross the intersection and increasing risk of a serious accident with injury; and

NOW, THEREFORE, BE IT RESOLVED, to control speed, improve the traffic flow and allow pedestrians to cross the intersection safely the City Council hereby requests the Board of Police Commissioners designate the intersection of Lafayette Street and Gregory Street as being an "All Way Stop" with appropriate signage, street markings and install "Speed Humps" on Lafayette Street of sufficient height to slow any speeders.

- Attachments -

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 ATTEST
 CITY CLERK

Lafayette St
Bridgeport, Connecticut
Street View - Jan 2016



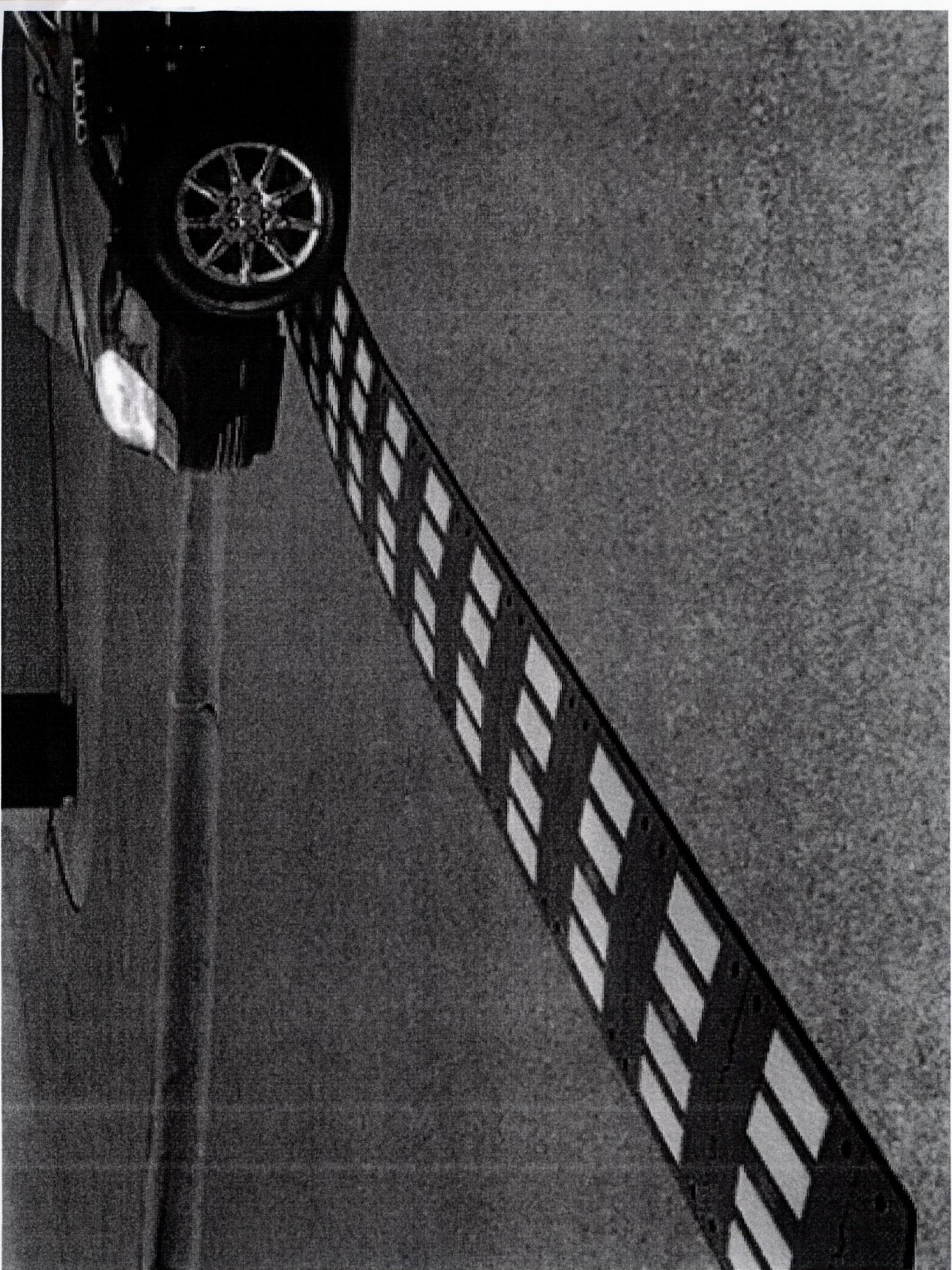
Back to Map

Google

Gregory St
Bridgeport, Connecticut
Street View - Dec 2015



Google



Item# *64-15 Consent Calendar

Resolution concerning Disposition of City Owned
Property located at 48 Trowel Street.



Report
of
Committee
on

CEQD and Environment

City Council Meeting Date: September 6, 2016

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

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

Date Signed: *9/19/16*
[Signature]

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2016 SEP 20 P 12: 01
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *64-15 Consent Calendar

**A Resolution Authorizing the Disposition of City-Owned Property
at 48 Trowel Street**

WHEREAS, over time by foreclosure and other conveyances, property comes to the ownership of the City of Bridgeport (the "City"), much of which is blighted and deteriorated or consists of vacant lots, both buildable and non-buildable; and

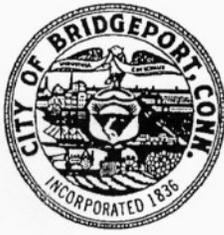
WHEREAS, the property listed in this resolution (48 Trowel Street, herein referred to as the "Property") has been approved for disposition by the City Planning and Zoning Commission and subsequently by the City Hall Committee; and

WHEREAS, the Property is approximately 12,000sf (3/10ths of an acre) in size and contains a 1500sf, one-story cinder block garage constructed in 1955, with the building in poor condition and in need of all major building systems (new roof, doors, HVAC, plumbing, new fencing); and

WHEREAS, the City's Office of Planning and Economic Development ("OPED") wishes to see the property improved as it has been vacant for some years and is not currently producing tax revenue, and is a blighting influence on an otherwise attractive residential area; and

WHEREAS, OPED recently commissioned and received an appraisal, dated February 13, 2016, establishing the fair market value of the Property at \$65,000 (sixty-five thousand dollars); and

WHEREAS, OPED believes it will be able to sell the Property in its "as-is, where-is" condition, at the fair market value price for its redevelopment and reuse in a manner consistent with its existing zoning approvals (which allow for indoor storage, office administrative use, and ancillary parking); Now, therefore be it



City of Bridgeport, Connecticut

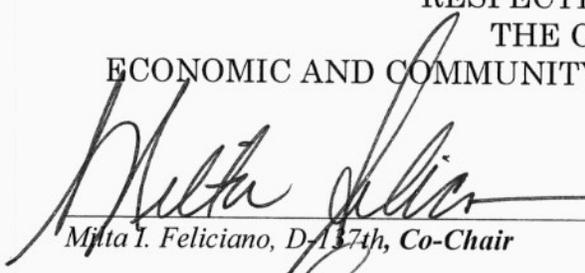
Office of the City Clerk

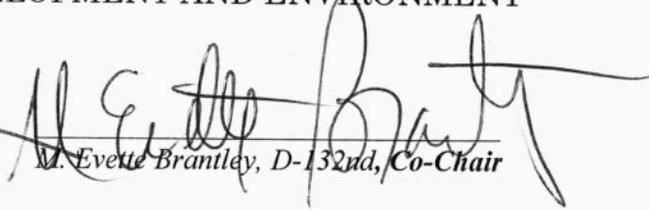
Report of Committee on ECD and Environment
Item No. *64-15 Consent Calendar

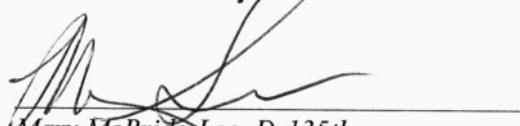
-2-

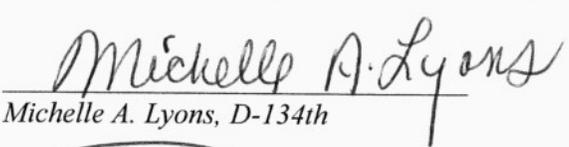
RESOLVED, that provided that the Property shall not be used for the storage of firearms, explosives, or ammunitions, the Director of OPED or his Designee is authorized, pursuant to a public solicitation (such as a Request for Proposal or a Request for Expressions of Interest or a Request for Offers to Purchase), or pursuant to a public auction, or per sale to an abutting property owner, to sell the Property at fair market value consistent with the purposes expressed in this resolution, and is further 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 AND ENVIRONMENT

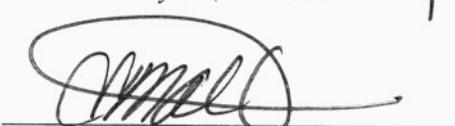

Milta I. Feliciano, D-137th, Co-Chair

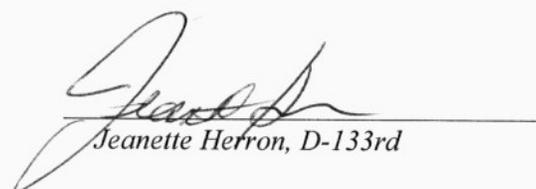

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: April 18, 2016
Tabled & Ref'd back to Committee: April 18, 2016
Resubmitted: September 6, 2016

48 TROWEL ST

Location 48 TROWEL ST **Mblu** 30/ 614/ 7/ /

Acct# RW-0118980 **Owner** BRIDGEPORT CITY OF

Assessment \$115,250 **Appraisal** \$164,640

PID 3673 **Building Count** 2

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2014	\$46,950	\$117,690	\$164,640

Assessment			
Valuation Year	Improvements	Land	Total
2014	\$32,870	\$82,380	\$115,250

Owner of Record

Owner BRIDGEPORT CITY OF **Sale Price** \$0

Co-Owner **Certificate**

Address 45 LYON TER **Book & Page** 6961/ 209

BRIDGEPORT, CT 06604 **Sale Date** 05/10/2006

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
BRIDGEPORT CITY OF	\$0		6961/ 209	05/10/2006
OZINSKY ALTON	\$70,000		5572/ 304	11/20/2003
WILLIS SAMUEL	\$85,000		2856/ 212	11/29/1990

Building Information

Building 1 : Section 1

Year Built: 1955

Living Area: 1520

Replacement Cost: \$56,813

Building Percent 55

Good:

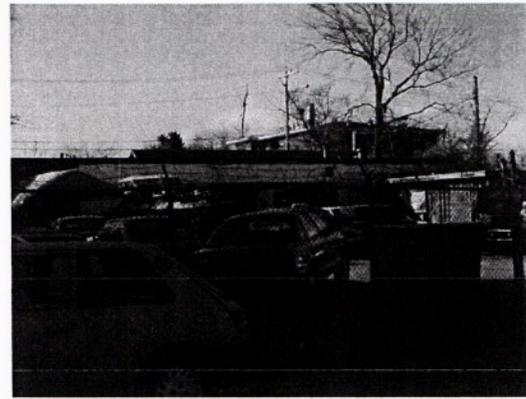
Replacement Cost

Less Depreciation: \$31,250

Building Photo

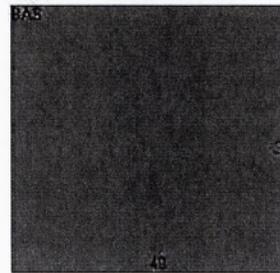
Building Attributes	
Field	Description
STYLE	Service Shop/Garage

MODEL	Svc Shp/Gar
Grade:	D-
Stories:	1
Occupancy:	1
Exterior Wall 1:	Concr/CinderBl
Exterior Wall 2:	
Roof Struct:	Flat
Roof Cover:	T+G/Rubber
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	
Heating Fuel:	None
Heating Type:	None
AC Type:	None
Bldg Use:	Mun Garage
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	None
Rooms/Prtns:	Average
Wall Height:	10
% Comn Wall:	



(http://images.vgsi.com/photos/BridgeportCTPhotos//\00\00\37\38.JPG)

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1520	1520
		1520	1520

Building 2 : Section 1

Year Built: 1955
Living Area: 456
Replacement Cost: \$17,140
Building Percent Good: 48
Replacement Cost Less Depreciation: \$8,230

Building Attributes : Bldg 2 of 2	
Field	Description
STYLE	Service Shop/Garage
MODEL	Svc Shp/Gar
Grade:	E
Stories:	1
Occupancy:	1

Building Photo



(http://images.vgsi.com/photos/BridgeportCTPhotos//default.j)

Exterior Wall 1:	Concr/CinderBl
Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	
Heating Fuel:	None
Heating Type:	None
AC Type:	None
Bldg Use:	Mun Garage
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Wood Frame
Baths/Plumbing:	Average
Ceiling/Wall:	None
Rooms/Prtns:	Average
Wall Height:	8
% Comn Wall:	

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	456	456
		456	456

Extra Features

Extra Features		Legend
No Data for Extra Features		

Land

Land Use

Use Code 930
Description Mun Garage
Zone RBB
Neighborhood IC
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 0.28
Frontage 0
Depth 0
Assessed Value \$82,380
Appraised Value \$117,690

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #

PAV1	Paving Asph			4000 SF	\$3,600	1
FN3	Fence, Vinyl	4	4 ft	221 LF	\$1,660	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$46,950	\$117,690	\$164,640
2012	\$46,950	\$117,690	\$164,640
2011	\$46,950	\$117,690	\$164,640

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$32,870	\$82,380	\$115,250
2012	\$32,870	\$82,380	\$115,250
2011	\$32,870	\$82,380	\$115,250

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February 19, 2016

Max Perez
City of Bridgeport
999 Broad Street
Bridgeport CT 06604

Re: 48 Trowel Street

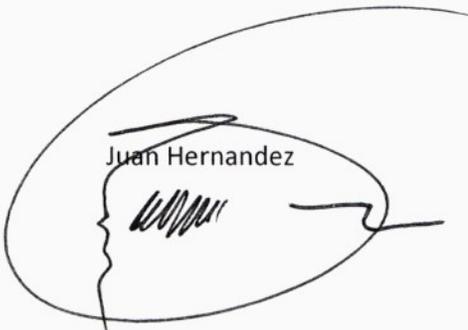
Dear Mr. Perez, thank you for taking the time to read this letter and considering my request to purchase the abandoned and foreclosed property at 48 Trowel Street, Bridgeport, CT. I own the properties in the East end I would like to offer \$65,000 Sixty Five Thousand Dollars Appraisal value cash on the property and have it fixed within 3-6 months so it is not a blight in the neighborhood and paying property taxes once again. I would like to purchase it with a free and clear title with no liens and/or back taxes owed.

As it is the property is unlivable and will need major renovations. Right now it is open and unlocked and the potential hazards are numerous. One being potential for fire due to the contents and someone going in and trying to start a fire. Squatters taking over and using it as shelter. Neighborhood kids have been known to run into the Building possibly injuring them self. Animals that already live there taking over creating numerous health hazards. I really do appreciate you considering my offer and again taking the time to read his letter.

My attorney who will handle the transaction if approved is:

Agustin Sevillano
1087 Broad, Bridgeport, CT 06604
Work: 203.366 0660

Juan Hernandez

A handwritten signature in black ink, appearing to read "Juan Hernandez", is enclosed within a large, hand-drawn oval. The signature is somewhat stylized and cursive.

February 13, 2016

Mr. Juan Hernandez
585 East Main Street
Bridgeport, Connecticut 06608

Re: 48 Trowel Street
Bridgeport, Connecticut
City of Bridgeport
Appraisal of Land and Improvements

Dear Mr. Hernandez:

In accordance with your request, I have completed an appraisal of the above captioned property for the purpose of estimating the Market Value of the Fee Simple Estate as of February 5, 2016.

This appraisal will be used for the negotiation of a possible sale.

The intended user of this appraisal report is Mr. Juan Hernandez.

The property is improved with a vacant one story concrete block service shop/garage with a total gross area of approximately 2,840 square feet. The building has been vacant for many months, and is in poor condition.

The property is located on the East Side of Bridgeport in a mixed industrial/residential neighborhood.

The building was constructed in 1955.

The total land area is approximately 12,140 square feet or .278 acres.

The overall condition of the building based on an interior inspection is considered to be poor. The building is in need of all major building systems, including a roof, overhead doors, heat, electricity, bathrooms, a parking lot and new fencing.

As a result of my market research and the application of acceptable appraisal procedures, it is my opinion that the Market Value of the Fee Simple Estate of the subject property, as of February 5, 2016 based on an interior inspection is:

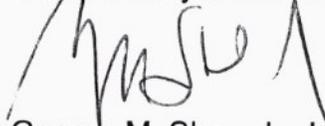
\$65,000
SIXTY FIVE THOUSAND DOLLARS

This report has been prepared in accordance with regulations for Appraisal Reports as set forth under Standards Rules 2-2 (a) of the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The undersigned appraiser of this report has the experience and competency to complete this report in accordance with the competency provision in the USPAP.

Your attention is invited to the appraisal report which follows and to the photographs and maps which are also made a part of this report.

Respectfully submitted,

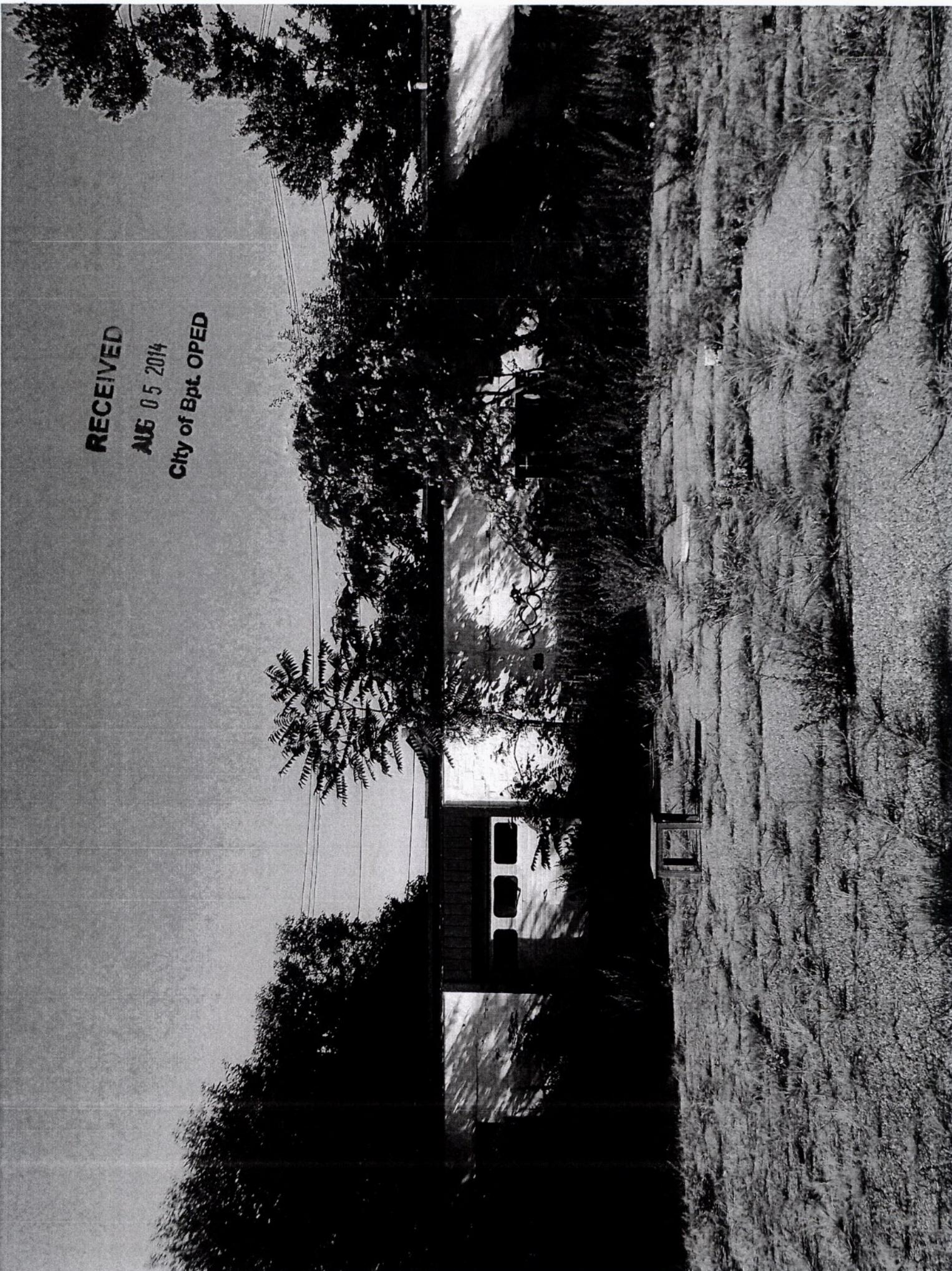


George M. Shawah, Jr., MAI
President

License #RCG-0000557

Expiration Date: April 30, 2016

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City of Bpt. OPED

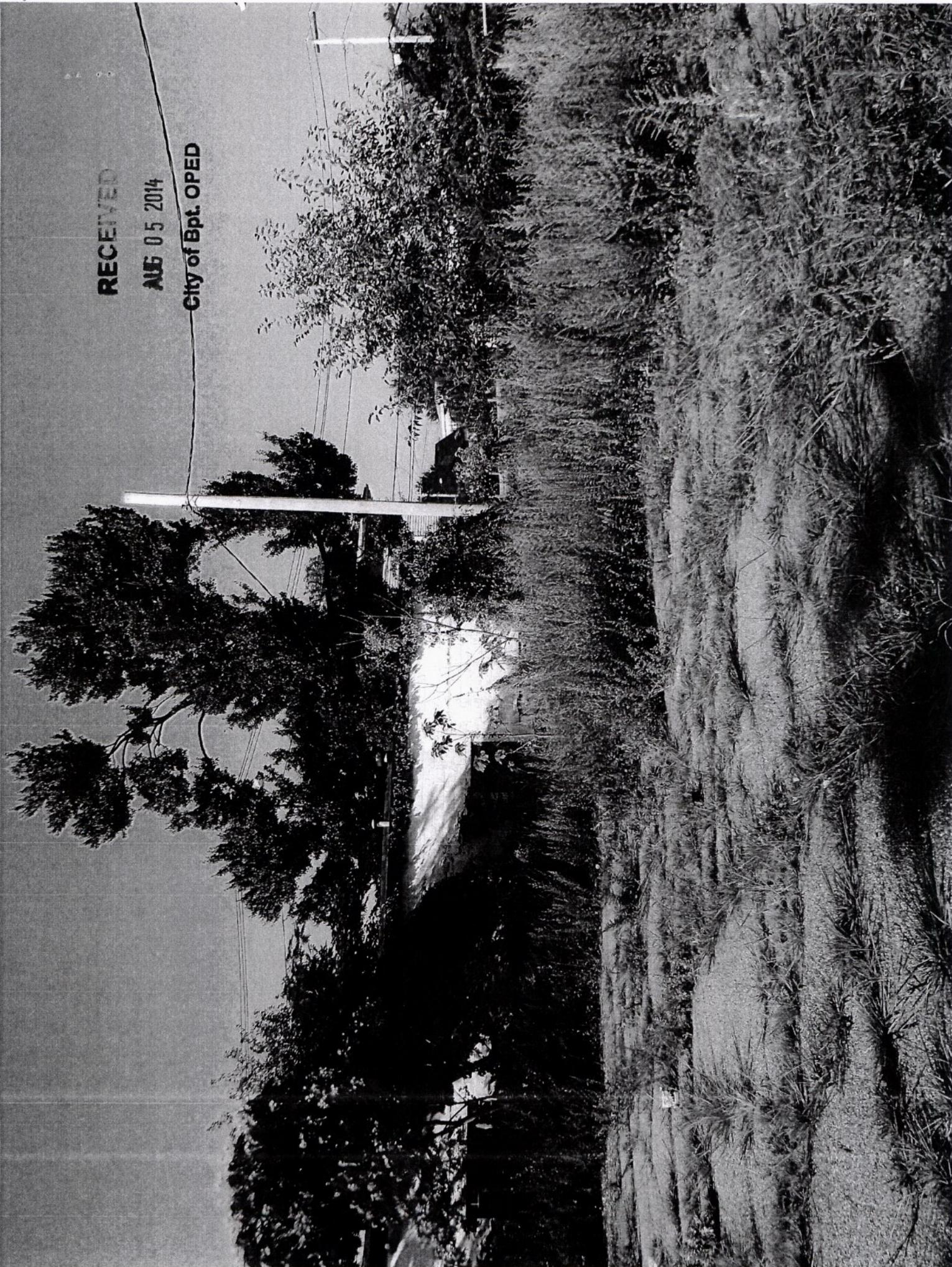




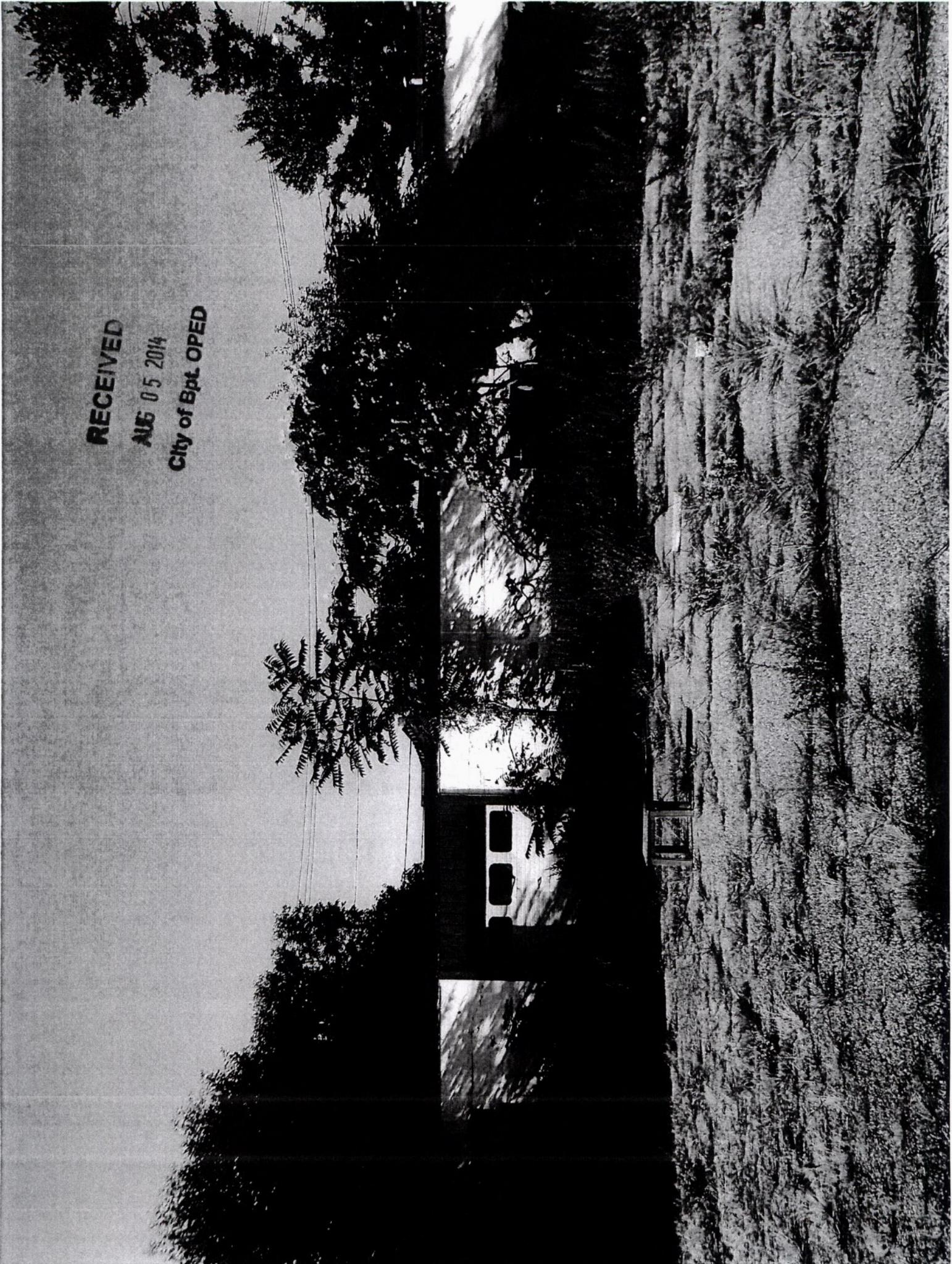
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AUG 05 2014

City of Bpt. OPED



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AUG 05 2014
City of Bpt. OPED





RECEIVED

AUG 05 2014

City of Bpt. OPED



Item# *148-15 PHO Consent Calendar

Public Hearing Ordered for September 19, 2016: re
Disposition of Certain City Owned properties (8) by
Auction, by Sale to Abutter or by Sale to Community
Based Housing Development Corporations.



**Report
of
Committee
on**

CEA and Environment

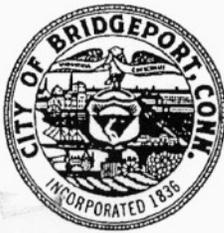
City Council Meeting Date: September 6, 2016

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

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

Date Signed: 9/15/16

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2016 SEP 20 P 12: 01
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

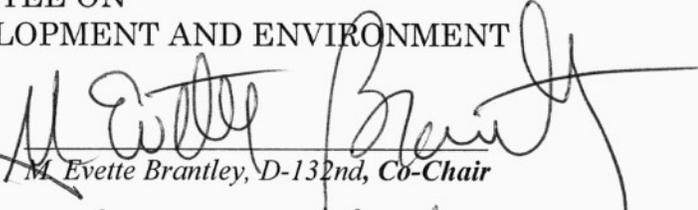
Item No. *148-15 PHO Consent Calendar

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, September 19, 2016 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of Certain City Owned properties (8) by Auction, Sale to Abutter or by Sale to Community Base Housing Development Corporations.

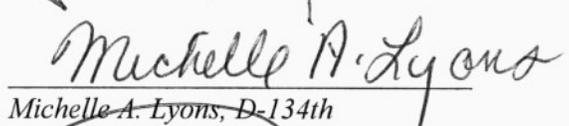
- 167 Steuben Street/95 Gilmore Street
- 156 Clarence Street
- 1 Buena Way
- 39 Carroll Ct
- 408 Waterview Avenue
- 420 Waterview Avenue
- 398 Waterview Avenue
- 321 Remington Street

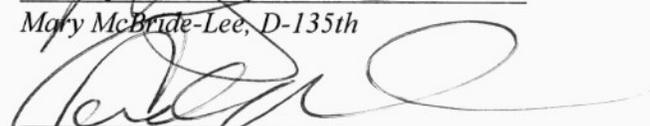
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

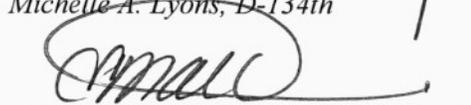

Maria I. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: September 6, 2016

Item# *173-15 Consent Calendar

Grant Submission: re State of Connecticut Department of Economic & Community Development ("DECD") for the Preservation and Restoration of the Historic Barnum Museum located at 820 Main Street.



**Report
of
Committee
on**

CEQ and Environment

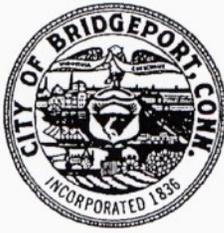
City Council Meeting Date: September 6, 2016

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

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

Date Signed: 9/19/16

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2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *173-15 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding a State of Connecticut DECD Grant
for the Preservation and Restoration of the Historic
Barnum Museum
820 Main Street
Bridgeport, CT 06604**

WHEREAS, The Barnum Museum, founded by P.T. Barnum and completed in 1893 (“Barnum Museum”) is owned by the City of Bridgeport (“City”) and is listed on the National Register of Historic Places as a Nationally Significant Historic Site; and

WHEREAS, The Barnum Museum Foundation, Inc., is the non-profit (501c3) foundation (“Foundation”) authorized by the City of Bridgeport pursuant to that certain Lease and Management Agreement dated December 28, 1988, as amended to date (“Lease”) to be the tenant of the Barnum Museum and pursuant to an agreement dated December 28, 1988 (“Loan Agreement”) to be the steward of the Barnum Museum Building, artifacts collection (“Collection”) and to govern and operate the Barnum Museum; and

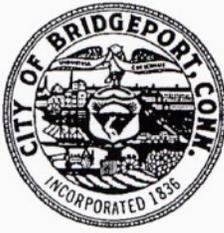
WHEREAS, an EF1 tornado struck the Barnum Museum in 2010 causing massive structural and environmental damage to the City owned historic building and damaging many artifacts in the Collection; and

WHEREAS, the Barnum Museum Foundation has, over the past 6 years received \$4.1 million in grants, contributions and dispositions that have been used for the benefit of the Museum Building, collection, and public programming; and

WHEREAS, the Foundation has completed an extensive Conditions Assessment and Evaluation Report of the physical conditions of the historic structure; and

WHEREAS, in 2015 the Foundation completed Phase I of the Stabilization of the East Wall at a cost of \$423,511 to protect and preserve the shell of the building and ensure the safety of the public and ongoing restoration of the historic Barnum Museum; and

WHEREAS, the Foundation is seeking additional funding from the State of Connecticut Department of Economic & Community Development (“DECD”) to continue the restoration and re-envisioning of the Barnum Museum; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **ECD and Environment**
Item No. *173-15 Consent Calendar

-2-

WHEREAS, the Board of Directors of the Barnum Museum Foundation, at a meeting duly called and noticed with a quorum present, Resolved that the Director be authorized to apply for and accept grants from the State of Connecticut for design and construction to continue the restoration and re-envisioning of the Barnum Museum; and

WHEREAS, a requirement of the DECD grant is the recording of a Negative Pledge and Agreement (“Negative Pledge”) which shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the property located at 820 Main St, in part or in whole, without first obtaining the written consent of the DECD Commissioner; that will protect the Barnum Museum for future generations which Negative Pledge shall be recorded on the land records of the City of Bridgeport; and

WHEREAS, a requirement of the DECD grant is the recording of a Declaration of Restrictive Covenant (“the Covenant”) use restriction that the property at 820 Main St. shall be used as a Museum for a period of 10 years in a form acceptable to the Commissioner, that will protect the Barnum Museum for future generations which Covenant shall be recorded on the land records of the City of Bridgeport; and

WHEREAS, the City Council has previously approved historic preservation restrictions on the building in 2010 (“Endangered Property Grant”) and in 2013 (“Historic Restoration Fund Grant”) related to prior State of Connecticut grants; and

WHEREAS, the Foundation requests that the City Council authorize the City Attorney to work with the Foundation and to approve the placement of said required Negative Pledge and Use Restriction in a form acceptable to the City, generally in accordance with the attached Agreement; Now, therefore be it

RESOLVED, that the City Council of the City of Bridgeport Allows and Authorizes the placement of a Negative Pledge and Use Restriction on the Barnum Museum by the State of Connecticut DECD for the purpose of continuing the restoration and re-envisioning of the Barnum Museum in accordance with the Grant Agreement attached; and

BE IT FURTHER RESOLVED THAT the Mayor or his Designee, the Director of the Office of Planning & Economic Development is authorized to sign any documents and take all actions necessary to further the goals and intent of this Resolution.

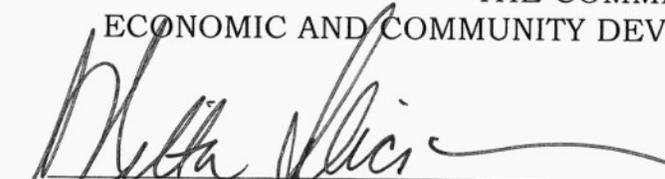


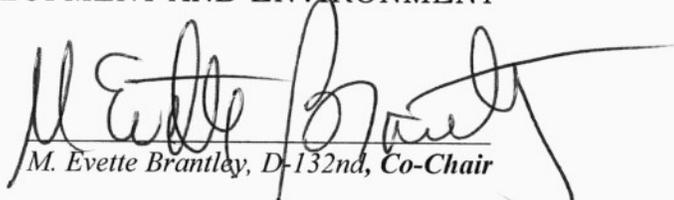
City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **ECD and Environment**
Item No. *173-15 Consent Calendar

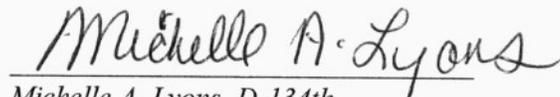
-3-

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


Milta I. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: September 6, 2016

State of Connecticut

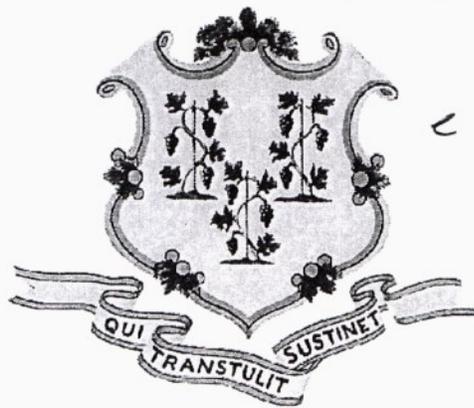
Governor Dannel P. Malloy

Department of Economic and Community Development

Commissioner Catherine H. Smi''

7/2016

Submit to
City Council



Financial Assistance Proposal

For

The Barnum Museum Renovations to the Barnum Museum July 2016



Department of Economic and
Community Development

Connecticut
still revolutionary

Tim Sullivan
Deputy Commissioner

July 26, 2016

Ms. Kathy Maher
Executive Director
The Barnum Museum
820 Main Street
Bridgeport, CT 06604

Dear Ms. Maher:

The Department of Economic and Community Development is pleased to submit a proposal for assistance in support of the Barnum Museum plans to renovate and make improvements to the Museum. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours.

This proposal represents Governor Malloy's continuing commitment to support organizations such as yours and we are pleased to have an opportunity to work with you on this project. The success of your project is important to us.

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal please contact Vincent Lee, your Project Manager, at 860.270.8144.

Sincerely,

Tim Sullivan
Deputy Commissioner

Agreed and Accepted By:

The Barnum Museum

Kathy Maher- Executive Director

Date

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BACKGROUND

Applicant Description:

The Barnum Museum- where the past illuminates the future! The Barnum Museum is located in Bridgeport, CT. It is constructed of stone and terra cotta in the Byzantine, Islamic, Gothic and Romanesque architectural style. P. T. Barnum financed and constructed the building himself to house the work of Bridgeport Scientific Society and the Fairfield County Historical Society. The museum was originally called the Barnum Institute of Science and History and operated as a resource library and lecture hall, attracting such luminaries as the Wright brothers and Thomas Edison to speak. It was completed in 1893 and in 1972 the building was added to the National Register of Historic Places. Unfortunately, the structure was damaged by a recent tornado and two succeeding hurricanes.

Project Description:

Funds are provided as a grant-in-aid to the Barnum Museum in Bridgeport to assist with the ongoing design of renovations and improvements to the facility. The funds will be used to design architectural drawings to help with the Museum's dome stabilizing work, and the comprehensive restoration of the entire landmark structure.

SOURCE AND USE OF FUNDS

Sources of Funds	
DECD – Urban Act	\$500,000
Total	\$500,000
Use of Funds	
Administration	\$ 5,000
Engineering	\$495,000
Total	\$ 500,000

** The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal is based upon the commitment of The Barnum Museum (hereafter, the "Applicant"), to implement the project as described herein. The State of Connecticut, acting through the Department of Economic and Community Development (hereafter, "DECD") and under the provisions of the C.G.S. Sec. 4-66c proposes a financial assistance package consisting of a grant in the total amount of \$500,000. DECD financial assistance shall not exceed \$500,000 of the total project cost as described in this proposal and as set forth in the most recently approved Project Financing Plan and Budget. The components of this financial assistance are outlined below:

Applicant: The Barnum Museum

DECD Financing:	\$500,000	Grant
Amount and Use of DECD Funds:	\$ 5,000	Administration
	\$ 45,000	Engineering
	\$450,000	Construction
	\$500,000	TOTAL

CONNECTICUT RESIDENCY REQUIREMENT

The Applicant shall not relocate any of its museum operations outside of the State for ten (10) years after the date upon which the agreement is fully executed or during the term of a loan or loan guarantee, whichever is longer. If the Applicant relocates within the State during the ten (10) year period, it shall offer employment at the new location to its employees from the original location if such employment is available.

If the Applicant, or its successors or assigns relocates any of their applicable operations outside of Connecticut during the non-relocation period the full amount of the financial assistance received from the State, shall become immediately due and payable, plus a one-time interest rate charge of 7.5% on the original amount of the financial assistance provided.

The Applicant shall provide written notification to the Commissioner of DECD of its proposed relocation prior to any public announcement.

PROPERTY RESTRICTIONS

As a requirement of State funding, the Applicant shall provide collateral that has equity equal to at least 125% of the DECD financing or an amount not less than \$625,000. In the event that the financing is pre-paid at any time, the Applicant will be required to maintain a security value equal or greater than any potential residency clause penalties. All legal matters in connection with the State financial assistance and any required security thereof shall be acceptable to DECD and its legal counsel.

Negative Pledge

The Applicant agrees that it will execute a Negative Pledge and Agreement ("Negative Pledge") in a form acceptable to the Commissioner, which Negative Pledge shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the Applicant's property, located at 820 Main Street, in whole or in part, without first obtaining the written consent of the Commissioner. The Negative Pledge shall be recorded on the land records of the City of Bridgeport.

Use Restriction

The Applicant covenants and agrees that the Applicant's property, located at 820 Main Street, shall be used as Museum for a period of 10 years. Applicant agrees that it shall execute a Declaration of Restrictive Covenant ("the Covenant") in a form acceptable to the Commissioner, which shall be filed on the land records of the City of Bridgeport. The Covenant shall be enforceable by the State and shall provide that any conveyance of Applicant's property shall be subject to the terms of the Covenant.

ENVIRONMENTAL COMPLIANCE

Connecticut Environmental Policy Act

Disbursement of state funds may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of project activities. If project analysis and review under the provisions of CEPA is necessary, then DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the project. Said firm shall work at the direction of the DECD in assessing the project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

Environmental Condition of the Real Property

As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real property subject to project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD.

If the Applicant and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

CONSTRUCTION COMPLIANCE

The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the DECD's Office of Financial Review and Special Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. In these cases, it will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting and construction monitoring Requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; f) payment requisitions and change orders.

DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

ADMINISTRATIVE AND PROJECT MONITORING PLAN

The Applicant shall be required to submit to the DECD a project administration plan, acceptable to the DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Assistance Agreement and as approved in the DECD's Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the project within the approved Financing Plan and Budget and the appropriate use of State funds. The plan should address how State funds will be disbursed in conjunction and in accordance with all contractual agreements. The plan should include the process that they will undertake to approve payment requisitions and project construction change orders.

EMPLOYMENT

Department of Labor Employment

Number Access Agreement:

The Applicant agrees that the DECD may obtain directly from the Connecticut Department of Labor and disclose, as part of its reporting requirements to the Connecticut State Legislature and Auditors of Public Accounts, information pertaining to employment levels at your operation. It is acknowledged and agreed that the information so obtained and disclosed may include employer name, address, and number of employees, by facility location, for the purpose of fulfilling DECD's reporting requirements in accordance with Connecticut General Statute 32-1m, as may be amended or modified. In addition, this employment information may be utilized for purposes of performing employment reviews and research related activities conducted by DECD.

The Applicant also agrees that it will complete DECD's an annual job survey that is needed to assist in the completion of DECD's annual jobs report as required under Connecticut General Statute 32-1m, as may be amended or modified.

The Authorization Form has been attached as Schedule B.

INSURANCE

The Applicant shall maintain all required insurance in amounts, form, substance, and quality acceptable to DECD, as described more fully in Schedule C, attached to this proposal. A certificate evidencing such insurance shall be delivered to the Commissioner at the time of execution of the Assistance Agreement, and annually thereafter for the duration of the Project Financing Plan and Budget. Annual submissions should be sent to DECD, Attn: Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106.

REPORTING

Project Audit

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule B). The audit shall be in accordance with the DECD Audit Guide (located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>) and the requirements established by federal law and state statute. All Applicants not

subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government-auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

Project Financial Statements

The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670>. This information will be required to be provided within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the applicant, as necessary.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- Appraisals
- Good Standing Letters from the Department of Labor, Revenue Services and Secretary of the State

PROJECT START/END DATE

For purposes of this proposal this project will have a start date of July 12, 2016, and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

EXPIRATION

The Applicant must accept this proposal no later than 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, violation of terms in other project documents. In addition to

repayment in full of the funding, DECD's remedies may include, but not be limited to, the ability to collect an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State's attorneys fees and other such costs incurred by the State or associated with securing the State Financial Assistance. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid DECD's legal fees.

LABOR COMPLIANCE

Nondiscrimination

The Applicant will comply with Connecticut General Statutes section 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Applicant will comply with Connecticut General Statutes section 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

Affirmative Action

The Applicant will comply with Connecticut General Statutes Section 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Order Number Three

The Applicant will comply with Executive Order Number Three, which gives the State Labor Commissioner continuing jurisdiction over Agreement performance in regard to nondiscrimination. It empowers the State Labor Commissioner to cancel, terminate or suspend the Assistance Agreement for violation of or noncompliance with the order or any state or federal law concerning nondiscrimination.

<http://www.cslib.org/exeorder3.htm>

Executive Order Number Sixteen

The Applicant will comply with Executive Order Number Sixteen, of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workplace Prevention. The Assistance Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No.

Sixteen. <http://www.ct.gov/governorowland/cwp/view.asp?A=1328&Q=255942&pp=12&n=1>

Executive Order Number Seventeen

The Applicant will comply with Executive Order Number Seventeen, which gives the State Labor Commissioner and DECD joint and several jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service. <http://www.cslib.org/xeorder17.htm>

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished in connection with the project; or
- The Applicant shall have abandoned or terminated the project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under Sec. 4-66c of the Connecticut General Statutes. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this proposal, and set forth the terms and conditions of the state financial assistance, and will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law, and is executed in accordance with all applicable State procedures.

DECD CONTACTS

Project Manager: Your Project manager is responsible for coordinating all aspects of your project as it moves forward. Please consider the development manager as your main point of contact throughout the life of your project.

Contact: Vincent Lee

Phone #: **860.270.8144**

Director: Your Director is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Nelson Tereso

Phone #: **860.270.8213**

CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the municipality over the life of the agreement. This is not an attempt to define all of the terms and conditions as outlined in this proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status	
		1	2	3	4	5	6	7	8	9	10		
State Single Audit (if applicable for non-profits/municipalities) – See Schedule D	Due within 180 days of FYE until all project funds are expended	X	X	X									
Project Audit (includes non-profits if they don't qualify for state single audit)	Due within 90 days after budget expiration	X	X	X									
Unaudited balance sheet and Cumulative Statement of Program costs	Due within ninety (90) days after the expiration date of the Project Budget Financing Plan and Budget	X	X	X									
Special Reports	Due upon request												
Insurance Certificate	Due prior to expiration	X	X	X									

Applicant Initials

Date

NEXT STEPS

The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

- * Application
- * Project Financing Plan and Budget
- * Corporate Resolution
- * Nondiscrimination Certification

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

State of Connecticut
Department of Economic and Community Development
Office of Capital Projects
505 Hudson Street
Hartford, CT 06106

Attn: **Vincent Lee**
3rd Floor

SCHEDULE A

Schedule of Submissions and Approvals required for State Assistance

The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:

- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

DECD Site Development Involvement: DECD requires on and off-site project access on regular basis for review of design and construction developments.

Submissions to DECD Upon Completion of Construction:

- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As Builts)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage cannot be paid until 91 days after the date on the Certificate of Substantial Completion.

SCHEDULE B

AUTHORIZATION FOR THE RELEASE OF APPLICANT INFORMATION

I, Kathy Maher, agree that the Connecticut Department Labor may disclose information pertaining to The Barnum Museum (the Applicant), such as employer name, address, and number of employees, by facility location, to the Connecticut Department of Economic and Community Development (DECD). This authorization pertains to the following locations and their related Unemployment Insurance Number (UI #). Attach additional sheets, if necessary:

<u>Company Name</u>	<u>Location</u>	<u>UI #</u>
The Barnum Museum	Bridgeport, CT	

I further agree that DECD may, in turn, disclose such information to the Connecticut General Assembly and Auditors of Public Accounts as part of its reporting requirements pursuant to Connecticut General Statute 32-1m, as may be amended or modified. In addition, I understand that this information may be utilized for purposes of performing employment reviews and research related activities conducted by DECD.

I understand that this authorization may be revoked at any time, except to the extent that action has already been taken in reliance on it. However, I understand that revocation of this authorization may result in default under my financial assistance contract with DECD. This authorization will expire upon the Applicant fulfillment of its contractual obligations with DECD and DECD's fulfillment of its reporting requirements pursuant to Connecticut General Statute 32-1m, as may be amended or modified.

Name (Print or Type)

Title

Signature

Date

SCHEDULE C

Insurance Requirements

(A) The Barnum Museum shall procure and maintain for the duration of the Project Financing Plan and Budget (as specified within the proposal) the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is (i) financial assistance of less than \$100,000, (ii) a planning grant, or (iii) a predevelopment loan, only items 1 and 2 as set forth herein shall apply:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, and \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- 4) Directors and Officers Liability: \$1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships.
- 5) Comprehensive Crime Insurance: \$100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and money and securities coverage for theft, burglary, robbery, disappearance, and destruction.
- 6) Builders Risk: (Construction Phase) With respect to any work involving the construction of real property during the construction project, if DECD is taking a collateral position in the property, the Applicant shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Applicant agrees to endorse the State of Connecticut as a Loss Payee.
- 7) Property Insurance: (Post Construction) If DECD is taking a collateral position in the property, the Applicant shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency

Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a Loss Payee.

(B) Additional Insurance Provisions

1. The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.
2. Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
3. Applicant shall assume any and all deductibles in the described insurance policies.
4. Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
5. Each policy shall be issued by an Insurance Company licensed to do business by the Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.

SCHEDULE D

TO: Municipal or Nonprofit Agency Grantee – DECD Program

FROM: Donald Lapointe, Supervising Accountant
Office of Financial Review

SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such nonstate entity beginning on or after July 1, 2009, shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

Copies of the state single audit report package must be filed with the state grantor agencies, the cognizant agency and pass-through agencies (if applicable). Submission of the report package must be made within 30 days of completion of the audit report, if possible, but no later than six months after the end of the audit period. For recipients with a June 30, 2005 fiscal year end, the filing deadline is December 31, 2005. Cognizant agencies must be notified of the Independent Auditor appointed to conduct the audit. Such notification must be made not later than thirty days before the end of the fiscal year of the entity to be audited.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. The Dept. of Economic & Community Development is the cognizant agency for Housing Authorities. Your Cognizant Agency has the authority under C.G.S. Section 7-393 and State Single Audit Regulations to grant an extension for filing an audit report past the statutory deadline. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity's accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency, each State agency that provides funding to you, such as the Dept. of Economic & Community Development, and pass-through agencies (if applicable):

1. The Audit Report on the Financial Statements of the auditee
 2. State Single Audit Report or program-specific audit report (if applicable)
 3. Federal Single Audit Report (if applicable)
 4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
 5. Management Letter (if applicable)
-

6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The DECD requires that the DECD Audit Guide must be used in conjunction with a State Single Audit of DECD programs. The only additional requirements are that the DECD programs be tested for compliance with laws and regulations using the compliance supplements contained in Appendix A of this guide and that the financial statement format outlined in Exhibit 4-2 of the guide be followed. The DECD *Consolidated Audit Guide for DECD Programs* is available at the following Website: <http://www.ct.gov/ecd> under Miscellaneous Publications.

State Single Audit Regulation Sec. 4-236-28, states, “In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed”.

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – [DECD, Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106]:

- *Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),*
OR
- *State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)*

File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:

- *Auditor Notification Form (submit no later than thirty days before the end of the fiscal year of the entity to be audited)*

- *Extension Request For Filing Financial and State Single Audits* if the audit cannot be filed by the due date (*submit at least 30 days prior to the end of the six-month filing period*)
- *Complete Audit Reporting Package* if subject to filing State Single Audit (*submit within 30 days of completion but no later than the filing period deadline*),
- *State Single Audit Exemption Notification Form* (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)

If you have any questions please contact Steve Pons at (860) 270-8209.

Thank you for your attention to these matters.

Attachments:

- Extension Request for Filing Financial and State Single Audit Form
- Appointment of Auditor Notification Form
- State Single Audit Filing Exemption Notification Form

**EXTENSION REQUEST FOR FILING
FINANCIAL AND STATE SINGLE AUDITS**

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, a _____ day extension
(Number of days)*
for filing the ___/___/___ Audited Financial Statements ___ State Single Audit ___ is
(Fiscal Year Ended) (Check applicable reports)
requested until ___/___/___ for _____
(New filing date) (Name of entity)

Entity Federal Employer Identification Number (FEIN): _____

Entity Address _____

Contact Person & Title _____

Telephone () _____ Facsimile () _____ Email _____

Special Reasons For the Request:

List State Agency(s) providing funds
(To be completed by entity receiving funds) _____

Requested by:
Independent Accountant or Accounting Firm _____

Address _____

_____ Zip _____

Telephone () _____ Facsimile () _____ Email _____

Independent Auditor's Signature Date _____ Auditee CEO's Signature Date _____

Mail or Fax (860) 418-6493 To OPM at least 30 days prior to the end of the 6-month filing period.

<p><u>FOR OPM ACTION ONLY</u></p> <p>Extension Approved _____ Denied _____ Date ___/___/___ For OPM _____</p> <p>Date Auditor Notified: ___/___/___ Date State Agencies Notified: ___/___/___</p> <p>Comments _____</p>

* Requests for extensions should not exceed 30 days per request.

<http://www.opm.state.ct.us/igp/services/Audits.htm>

APPOINTMENT OF AUDITOR NOTIFICATION

To: *Office of Policy and Management*
Intergovernmental Policy Division
Municipal Finance Services
450 Capitol Avenue – MS-54MFS
Hartford, Connecticut 06106-1308
Tel.(860) 418-6400 **Fax (860) 418-6493** E-Mail lori.stevenson@po.state.ct.us

From: Entity Name _____
Entity Address _____
_____ Zip _____
Federal Employer Identification Number (FEIN) _____
Chief Fiscal Officer (Municipal) _____
Executive Director (Nonprofit) _____
Telephone (with area code) _____ Facsimile _____
Internet E-Mail Address _____
Chair, Board of Directors (Nonprofit) _____
Telephone Number of Bd. Chairman _____

The following information is furnished in compliance with Connecticut General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:

Name _____
Address _____
_____ Zip _____
State of CT Board of Accountancy CPA Firm Permit to Practice Number _____
Contact Person & Title _____
Telephone (with area code) _____ Facsimile _____
Internet E-mail Address _____

2. Fiscal Period(s) of Audit From _____ To _____, From _____ To _____

3. Appointment Date of Auditor _____

4. Name/Title of Appointing Authority _____

<http://www.opm.state.ct.us/igp/services/Audits.htm>

[ORGANIZATION'S LETTERHEAD]

STATE SINGLE AUDIT
FILING EXEMPTION NOTIFICATION

Date: _____

Lori Stevenson, Executive Secretary
Municipal Finance Services
Office of Policy and Management
450 Capitol Avenue MS#54MFS
Hartford, CT 06106-1308

Dear Ms. Stevenson,

This letter is to inform the Office of Policy and Management that for our fiscal year, which ended _____, the total expenditures of State financial assistance was less than \$300,000 for any fiscal year beginning on or after July 1, 2009. Total expenditures of State Financial Assistance for all programs was \$_____.

Based on the guidelines of C.G.S. 4-231(b), we are exempt from filing a State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person: _____

Name of Nonprofit: _____

Address: _____

_____ Zip _____

Telephone: (____) _____ Facsimile (____) _____ Email _____

Very truly yours,

Chief Executive Officer

Chief Financial Officer

cc: Donald Lapointe, Supervising Accountant
Office of Financial Review
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

This form may be returned to OPM by facsimile (860) 418-6493 and DECD by facsimile (860) 270-8200.
<http://www.opm.state.ct.us/igp/services/Audits.htm>

Item # *174-15 Consent Calendar

Grant Submission: re State of Connecticut Department of Economic & Community Development ("DECD"), State Historic Preservation Office ("SHPO") Grant for the Preservation and Restoration of the Historic Barnum Museum located at 820 Main Street.



**Report
of
Committee
on**

CEA and Environment

City Council Meeting Date: September 6, 2016

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

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

Date Signed: 9/19/16

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12: 33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *174-15 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding a State of Connecticut SHPO Grant
for the Preservation and Restoration of the Historic
Barnum Museum
820 Main Street
Bridgeport, CT 06604**

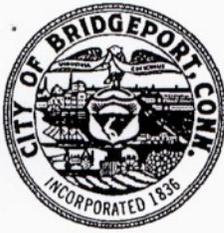
WHEREAS, The Barnum Museum, founded by P.T. Barnum and completed in 1893 ("Barnum Museum") is owned by the City of Bridgeport ("City") and is listed on the National Register of Historic Places as a Nationally Significant Historic Site; and

WHEREAS, The Barnum Museum Foundation, Inc., is the non-profit (501c3) foundation ("Foundation") authorized by the City of Bridgeport pursuant to that certain Lease and Management Agreement dated December 28, 1988, as amended to date ("Lease") to be the tenant of the Barnum Museum and pursuant to an agreement dated December 28, 1988 ("Loan Agreement") to be the steward of the Barnum Museum Building, artifacts collection ("Collection") and to govern and operate the Barnum Museum; and

WHEREAS, an EF1 tornado struck the Barnum Museum in 2010 causing massive structural and environmental damage to the City owned historic building and damaging many artifacts in the Collection; and

WHEREAS, the Barnum Museum Foundation has, over the past 6 years received \$4.1 million in grants, contributions and dispositions that have been used for the benefit of the Museum Building collection, and public programming; and

WHEREAS, the Foundation has completed an extensive Conditions Assessment and Evaluation Report of the physical conditions of the historic structure; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **ECD and Environment**
Item No. *174-15 Consent Calendar

-2-

WHEREAS, in 2015 the Foundation completed Phase I of the Stabilization of the East Wall at a cost of \$423,511 to protect and preserve the shell of the building and ensure the safety of the public and ongoing restoration of the historic Barnum Museum; and

WHEREAS, the Foundation is seeking additional funding from the State Historic Preservation Office ("SHPO") exclusive to National Registered sites for historic preservation, repair and design under the guidelines and standards of the United States Department of the Interior to continue the restoration and re-envisioning of the Barnum Museum; and

WHEREAS, the Board of Directors of the Barnum Museum Foundation, at a meeting duly called and noticed with a quorum present, Resolved that the Director be authorized to apply for and accept a grant from the SHPO for the design and construction of the iconic tower dome and roof structure; and

WHEREAS, a requirement of the SHPO grant is the recording of declaration of preservation restrictions and covenants that will protect the Barnum Museum for future generations; and

WHEREAS, the City Council has previously approved historic preservation restrictions on the building in 2010 ("Endangered Property Grant") and in 2013 ("Historic Restoration Fund Grant") related to prior Connecticut State Historic Preservation Office grants; and

WHEREAS, the Foundation requests that the City Council authorize the City Attorney to work with the Foundation and to approve the placement of said Preservation Restrictions, generally in accordance with the attached Preservation Restriction; Now, therefore be it:

RESOLVED, that the City Council of the City of Bridgeport Allows and Authorizes the placement of a Preservation Restriction on the Barnum Museum by the State of Connecticut SHPO for the purpose of continuing the restoration and re-envisioning of the Barnum Museum in accordance with the Grant Agreement attached; and



City of Bridgeport, Connecticut

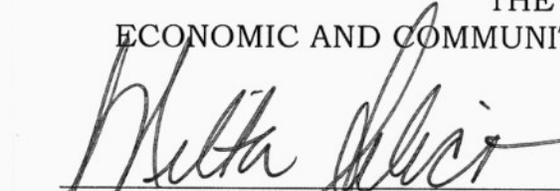
Office of the City Clerk

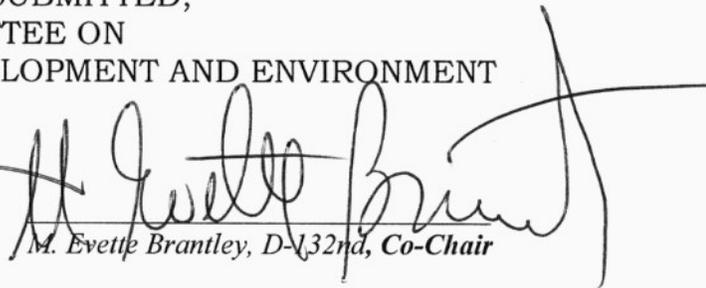
Report of Committee on **ECD and Environment**
Item No. *174-15 Consent Calendar

-3-

BE IT FURTHER RESOLVED, that the Mayor or his Designee, the Director of the Office of Planning & Economic Development is authorized to sign any documents and take all actions necessary to further the goals and intent of this Resolution

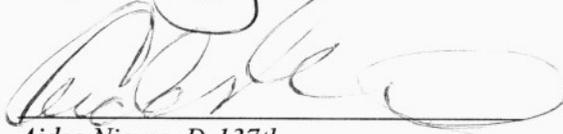
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

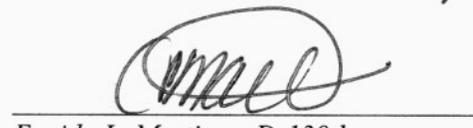

Milta I. Feliciano, D-137th, Co-Chair

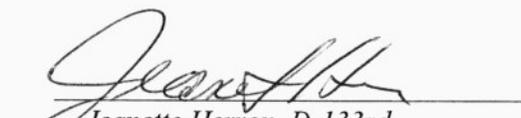

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: September 6, 2016

The BARNUM



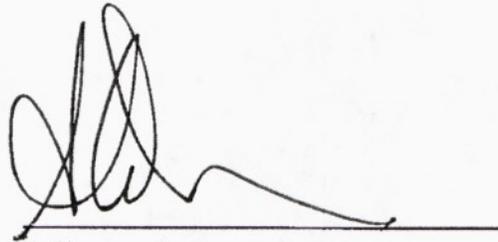
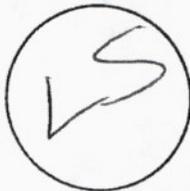
MUSEUM

CERTIFIED RESOLUTION

I Alice Ferreira, Chair of the Barnum Museum Foundation, Inc., a Connecticut corporation, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of this corporation, duly held on March 15, 2016 of board meeting, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that **Kathleen Maher**, who is the **Executive Director** of this corporation, is empowered to execute and deliver in the name and on behalf of this corporation a certain contract with the State of Connecticut, Department of Economic and Community Development, and to affix the corporate seal, if any.

In Witness whereof, the undersigned has affixed his/her signature and the corporate seal of this corporation, if any, this the 15 day of March, 2016.



(Signature)

Alice Ferreira
Chair, Barnum Museum Foundation,

Date: 3/15/2016



**EASEMENTS, DECLARATION OF COVENANTS, AND DECLARATION OF
PRESERVATION RESTRICTIONS**

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the _____ day of _____, 2016 by the Barnum Museum Foundation, Inc. (hereinafter referred to as Grantor”) and in favor of the STATE OF CONNECTICUT (hereinafter referred to as “Grantee”), acting by the STATE HISTORIC PRESERVATION OFFICE (SHPO), an agency of the State of Connecticut having its offices at One Constitution Plaza, 2nd Floor, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of buildings, structures, objects, districts, areas and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the site and improvements thereon (hereinafter referred to cumulatively as the “Property”) which are described in Exhibits A and B hereof, together with any further exhibits to which Exhibit B may refer, attached thereto and made a part hereof, which site and improvements are hereby declared to be significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights, running with the land, to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantor has represented itself as the owner in fee simple of the Property subject only to the encumbrances recited in Exhibit A hereof; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the grant of easements in gross from the Grantor, its heirs, successors and assigns to the Grantee, and the declaration of covenants and preservation restrictions by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the preservation of the historical and architectural qualities of the Property, as provided in Section 10-411 of the Connecticut General Statutes and as set forth in Section 10-411(b)(3) of

said Statutes, and to impose on the Property "preservation restrictions" as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor's and assigns forever, easements in gross and the benefit of covenants, preservation restrictions and obligations (all as more particularly described herein and in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto and made a part hereof) in and to the Property. The easements, covenants, preservation restrictions, and obligations herein described shall constitute binding restrictions, servitudes and obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby grants and covenants as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns, it being the intent of the Grantor and Grantee that said grants and covenants shall run as a binding servitude with the land:

1. The Grantor agrees to assume and pay the total costs of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, archaeological and cultural qualities of the same for a period of 15 years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by their duly authorized representative or representatives, no building or other structure or improvement shall be built or maintained on the Property site other than those buildings, structures and improvements which are as of this date located on the site, as shown in Exhibits A and B hereof, together with any further exhibits to which Exhibits A and B may refer, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on said site which would affect more than marginally and insignificantly the appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the written permission of the Grantee or its successors or assigns, and PROVIDED FURTHER,

HOWEVER, that the Grantor may and shall, at its own expense, restore the existing buildings, structures and improvements on the Property site as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns as provided in this Section 2 shall not be unreasonably withheld. Upon written request for such permission submitted via certified mail, return receipt requested by the then owner or owners of the Property site and the buildings, structures and improvements thereon, the Grantee, or its successors or assigns, shall act upon such request within ninety days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said ninety days, such request shall be deemed approved and such permission shall be deemed granted.

3. The Property shall not be subdivided.

4. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the covenants, restrictions, agreements and obligations recited herein are being adhered to and observed.

5. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any easement, covenant or preservation restriction provided herein, the Grantee may sue for money damages. In addition, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property site, buildings, structures, or improvements thereon to the condition required by this instrument and the attachments hereto. In addition, representatives of the Grantee may do whatever is reasonably necessary, including entering upon the Property, in order to correct any such nonperformance or violation, and the Grantee may then recover the cost of said correction from the then owner or owners of the Property, site, buildings, structures and improvements. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

6. The Grantee may assign the benefit of the easements, covenants, restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

7. Without the express prior written permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other

Historic Site Museum

The procedure for the requesting and granting of such express prior written permission under this section 7 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

8. The Grantor covenants for itself, its heirs, successors and assigns that the Property shall be open to the public for viewing of its exterior and interior(s) at least twelve days a year on an equitably spaced basis between the hours of 11:00AM – 3:00PM Thursday and Friday and on Saturdays from May through August. Additional program hours for special programs and events and additional times by appointment. Hours of public operation will increase as the Museum is restored to full operational capacity. The Grantor shall publish notices, giving dates and times when the Property will be open to the public, in newspapers of general circulation in the community or area in which the Property is located. Documentation of such notices will be furnished annually to the State Historic Preservation Officer during the term of this covenant, easement and preservation agreement. No charges shall be made for the privilege of such viewing except to the extent that such charges have been approved in advance and in writing by the duly authorized representative or representatives of the Grantee. The procedure for submitting and responding to any request to the Grantee or its successors or assigns for permission to make such

charges (which request shall include a proposed schedule of such charges) shall be the same as the procedure set in Section 2 of this instrument.

9. The Grantor, its heirs, successors and assigns, shall maintain for the Property such public liability and fire and extended coverage insurance, and flood insurance if the same is available, as shall, from time to time, be required by the Grantee, its successors or assigns, and shall provide them with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property site, buildings, structures and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 5 of this instrument for failure to repair such damages. The Grantor, its heirs, successors and assigns shall also maintain sufficient liability insurance to render the Grantee, its successors and assigns, harmless in any action arising from the acquisition, restoration, operation, maintenance, alteration or demolition of the Property or any portion of the Property, and shall provide them with satisfactory evidence of said insurance.

10. The Grantor warrants and represents that it is the owner in fee simple of the Property and all appurtenances thereto, and no other person or entity has any Interest therein, except as set forth in Exhibit A hereof.

11. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Grantee. The Grantor, its heirs, successors and assigns agree that discrimination on the basis of race, color, national origin or disability will not occur in implementing public access provisions in accordance with 43 CFR 17.260.

12. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property or any portion of the Property.

13. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.

14. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land.

15. The easements, covenants and restrictions set forth herein shall terminate 15 years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination.

Signed, sealed and delivered In the presence of:

Grantor Name: _____

By: _____

Name: _____

Title: _____

Witness

Name:

Witness

Name:

STATE OF CONNECTICUT
Bridgeport, CT. County of Fairfield

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of _____ and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the _____, by signing the name of the corporation as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT BY THE CONNECTICUT STATE HISTORIC
PRESERVATION OFFICE

_____ By: _____

Witness Daniel T. Forrest Name: State Historic Preservation Officer

Witness Name: STATE OF CONNECTICUT))
ss. City of Hartford COUNTY OF HARTFORD) On this _____ day of _____, _____, before me, the undersigned officer, personally appeared Christopher Bergstrom, who acknowledged that he is the State Historic Preservation Officer (SHPO) of the STATE HISTORIC PRESERVATION OFFICE and that he, as such SHPO,

being authorized so to do, executed the foregoing instrument for the State of Connecticut by signing his name as such SHPO.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND.

Public Name Statutory Authority: C.G.S. § 10-411 Approved as to form: Attorney General Date

Item# *39-15 Consent Calendar

Appointment of Pearl Brooks (U) to the Commission of Persons with Disabilities.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 6, 2016

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

[Signature]

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2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

A To the City Council of the City of Bridgeport:

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

Item No. *39-15 Consent Calendar

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

NAME

TERM EXPIRES

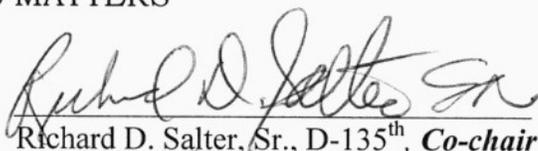
Pearl Brooks (U)
220 Lyon Terrace
Bridgeport, CT 06604

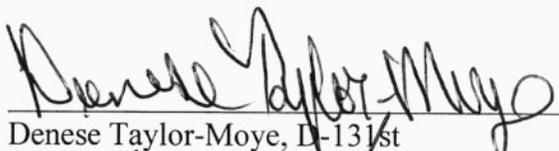
December 31, 2018

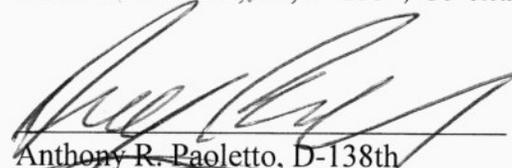
*This will fill a vacancy

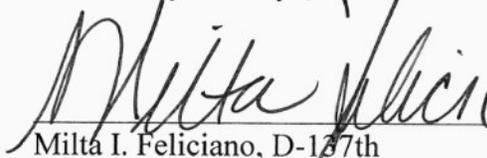
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

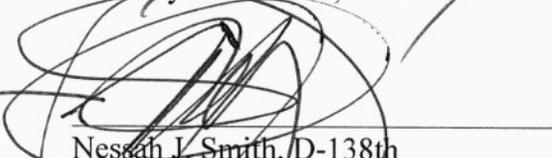
AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

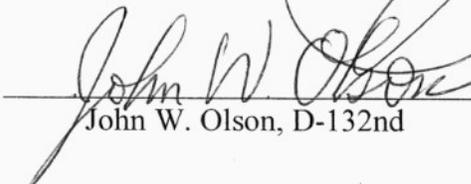

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: September 6, 2016

Item# *83-15 Consent Calendar

Appointment of Michael Piccirillo (D) to the Zoning Board of Appeals.

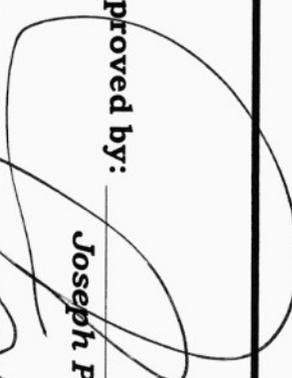


Report
of
Committee
on

Miscellaneous Matters

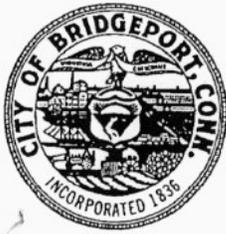
City Council Meeting Date: September 6, 2016

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

Approved by: 
Joseph P. Ganim, Mayor

Date Signed: 9/11/16

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *83-15 Consent Calendar

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

NAME

TERM EXPIRES

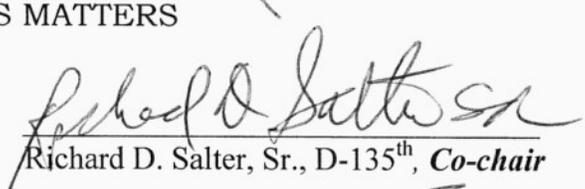
Michael Piccirillo (D)
26 Pearsall Place
Bridgeport, CT 06605

December 31, 2017

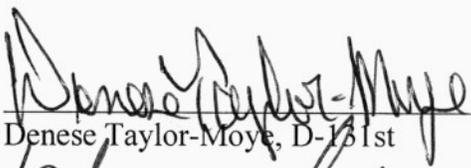
*This will replace the seat held by Kelly Perez.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

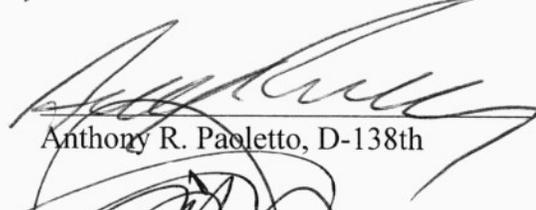
AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*



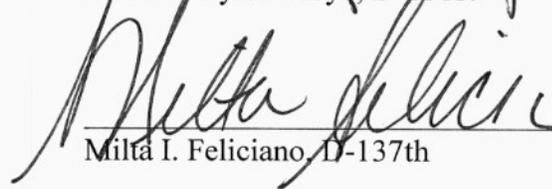
Richard D. Salter, Sr., D-135th, *Co-chair*



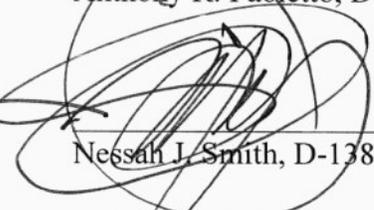
Denese Taylor-Moye, D-131st



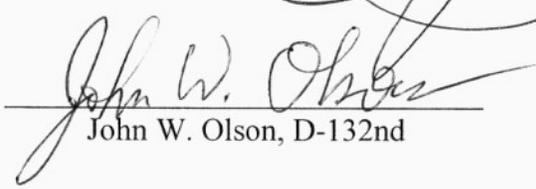
Anthony R. Paoletto, D-138th



Milta I. Feliciano, D-137th



Nessah J. Smith, D-138th



John W. Olson, D-132nd

City Council Date: September 6, 2016

Item# *156-15 Consent Calendar

Refund of Excess Payments - Land Rover Milford.



Report
of
Committee
on

Miscellaneous Matters

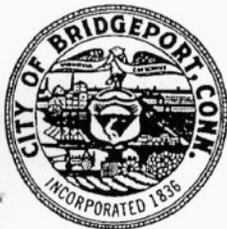
City Council Meeting Date: September 6, 2016

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

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

Date Signed: 9/9/16

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *156-15 Consent Calendar

BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Land Rover Milford 825 Bridgeport Avenue Milford, CT 06460 Re: 2101 Commerce Dr.	12-129	\$155,219.52

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Richard D. Salter, Sr., D-135th, *Co-chair*

Denese Taylor-Moye, D-131st

Anthony R. Paoletto, D-138th

Marta I. Feliciano, D-137th

Nessah J. Smith, D-138th

John W. Olson, D-132nd

City Council Date: September 6, 2016

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2014

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

Land Rover Milford
825 Bridgeport Avenue
Milford, CT 06460

2014-01-0006358
1234--01X-----
2101 COMMERCE DR



To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2015	310,439.04	0.00	0.00	0.00	310,439.04	
Total Paid	01/11/2016	465,658.86	0.00	0.00	0.00	465,658.86	-155,219.82 ***
Adjusted Refund		-155,219.82	0.00	0.00	0.00	155,219.82	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name
LAND ROVER MILFORD

Signature of Taxpayer

Date
3/16/16

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or
It is recommended that refund* of property taxes and interest in the amount of 155,219.82 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 30 DAY OF January 2016

TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or approved on the day of 20. It was voted to refund Property Taxes and Interest amounting to \$ to

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that _____

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2014

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

Land Rover Milford
825 Bridgeport Avenue
Milford, CT 06460

2014-01-0006358
 1234--01X-----
 2101 COMMERCE DR



To _____ Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2015	310,439.04	0.00	0.00	0.00	310,439.04	
Total Paid	01/11/2016	465,658.56	0.00	0.00	0.00	465,658.56	-155,219.52 ***
Adjusted Refund		-155,219.52	0.00	0.00	0.00	155,219.52	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

 Print Name

 Signature of Taxpayer

 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 155,219.52
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 30 DAY OF January 2016

TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

 Clerk

**Cross out abatement or refund as required.

Fax (203) 234-6324

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

Account: 1918085745 -- TAX ACCOUNT
Check Number: 12641

Webster Web-Link

LAND ROVER MILFORD
825 BRIDGEPORT AVE.
MILFORD, CT 06460
(203) 874-8500

12641

DATE 1/3/16

PAY TO THE ORDER OF Tax Collector, City of Bridgeport \$155219.52

One hundred fifty-five thousand two hundred nineteen and 52/100 DOLLARS

Citizens Bank

FOR LIST # 2014-01-0006358

Mayhew

⑆012641⑆ ⑆211170114⑆ 2202577607⑆

FOR SECURITY PURPOSES THIS DOCUMENT HAS VISIBLE & FLUORESCENT FIBERS & A TRUE WATERMARK-HOLD TO LIGHT TO VIEW.

CHICAGO TITLE AND TRUST COMPANY
10 S LASALLE STREET
CHICAGO IL 60603 312/223-2707

JPMORGAN CHASE BANK, N.A.
ILLINOIS

1201248460
70-2322/719
JULY 22, 2015

PAY ONLY ONE SIX ZERO ZERO ZERO FIVE CT SCTS **45**

Pay **ONE HUNDRED SIXTY THOUSAND FIVE AND 45/100**

To the Order of **CITY OF BRIDGEPORT**** 20160111
LOCKBOX - FOR DEPOSIT ONLY TO WITHIN NAMED PAYEE
Webster Bank, NA Waterbury, CT 06720>211170101<

Memo 1ST INSTALLMENT #2014-1-0006358

FILE NO. SUB LOC'N CLOSER
201512704 001 D2 LJONES

Paul K. Murphy
Charles J. Lopez

\$160,005.45

LAND ROVER MILFORD
825 BRIDGEPORT AVE.
MILFORD, CT 06460
(203) 874-8500

12396

DATE 8/17/15

PAY TO THE ORDER OF Bridgeport CITY OF BRIDGEPORT TAX COLLECTOR \$155219.52

One hundred fifty five thousand two hundred nineteen and 52/100 DOLLARS

Citizens Bank

FOR LIST # 2014-01-0006358

Mayhew

⑆012396⑆ ⑆211170114⑆ 2202577607⑆

DeChello
Law Firm

FACSIMILE COVER PAGE

This transmission consists of 2 Pages (Including This Cover Page)

PLEASE IMMEDIATELY DELIVER THE FOLLOWING PAGES TO:

SENT TO:

FACSIMILE NUMBER

PHONE NUMBER

John Martinsky
Office of Tax Collector
of City of Bridgeport

203-332-5628

203-332-3025

COMMENTS: Attached, please find a copy of Land Rover Milford's letter agreement with Extra Space Storage.

FROM: **Michael E. Jarvis**

IF YOU DO NOT RECEIVE LEGIBLE COPIES OR ALL THE PAGES, PLEASE CONTACT

Sender

The information contained in this facsimile is confidential information intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U. S. Postal Service. THANK YOU.

110 Washington Avenue, North Haven, CT 06473
Phone (203) 234-2225 Fax (203) 234-6324 mej@dechellolaw.com

GENERAL DATA REAL ESTATE CITY OF BRIDGEPORT

AS OF 03/22/2016



BILL NO: 2014-01-0006358

UNIQUE ID: 1234--01X-----

LINK#

FILE#

BANK:

ESCROW:

VOL/PAGE: 9269-309

LIEN VOL/PAGE:

DISTRICT:

PROF ASSESSED: 7,356,724

EXEMPTIONS:

COC CHANGE:

NET VALUE: 7,356,724

MILL RATE: 42.1980

*** BILLED ***

INST1: CITY

INST2: 155,219.52

INST3: 155,219.52

INST4: 0.00

ADJS: 0.00

TOT TAX: 310,439.04

TOTAL PAID: 465,658.56

*** PAYMENTS ***

TYPE CYCLE DATE

Pmt 7 01/11/2016 O

Pmt 2 08/21/2015

Pmt 1 07/30/2015

TOTAL BALANCE DUE AS OF 03/22/2016

TOTAL PAYMENTS:

CURRENT OWNER: EXTRA SPACE PROPERTIES FORTY FIVE LLC

ORIGINAL OWNER: EXTRA SPACE PROPERTIES TWO LLC

C/O: PTA - EX #1588 (2101 COMMERCE)

ADDRESS: P O BOX 320099

ADDRESS2: ALEXANDRIA VA 22320

CITY ST ZIP: 2101 COMMERCE DR

COUNTRY: EXR PROP LOC:

PROP LOC.: 18 1234 1 X

EXR PROP LOC: M/B/L:

ELD CODE: 0

EXMPT CHANGE:

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AS OF 03/22/2016

TOTALS

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TOTALS

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*** FLAGS ***
Circuit Breaker Amount: 0
Invalid Address Flag No

Benefit Year: 0

February 10, 2016

Ms. Veronica Jones
Tax Collector of City of Bridgeport
45 Lyon Terrace, Room 123
Bridgeport, CT 06604

VIA FEDERAL EXPRESS

Re: Request for Refund of Property Taxes

Dear Ms. Jones:

Our firm represents Land Rover Milford which is affiliated with One Commerce Drive, LLC ("Owner") which is the owner of the real property known as 2135 Commerce Drive, Bridgeport, CT f/k/a 29 Cornwall Street Rear, Bridgeport, CT ("Property"). The Owner is a real estate entity that owns the Property upon which a dealership building will be constructed and used by our client and its affiliate, Land Rover Milford. On behalf of our clients, I hereby request a Refund of Excess Payments pursuant to Section 12-129 of the Connecticut General Statutes for taxes paid on the assessment list of 10/01/2014.

The Property is on the Assessor's Map 18, Block 1239, Lot 9/B and was assessed at \$251,949 for 2014 resulting in a total tax due of \$10,631.74. These taxes, on List # 2014-01-0027071, have been paid in full by my client but it appears the Owner was also incorrectly notified of or given the tax bills (i) List No. 2014-01-0006358 for the property known as 2101 Commerce Drive, Bridgeport, CT owned by Extra Space Properties Forty Five LLC; and (ii) List No. 2014-01-0006357 for the property known as 1262 State Street #1268, Bridgeport, CT owned by 1262 State Street LLC. Land Rover Milford, on behalf of the Owner, failed to recognize these were not tax bills for its property and paid a total amount of taxes for those bills of \$322,301.12. Attached hereto, please find copies of the checks that were paid by Land Rover Milford for List # 2014-01-0006358 with checks numbered 12396 and 12641 for an amount of \$310,439.04 and for List # 2014-01-0006357 with checks numbered 12397 and 12642 for an amount of \$11,862.08. I also attach the General Data report for List # 2014-01-0027071 reflecting those taxes as being paid in full.

In short, our client inadvertently paid tax bills for Extra Space Properties Forty Five LLC and 1262 State Street LLC whereby they thought they were paying taxes for their property at 2135

110 Washington Avenue, North Haven, CT 06473
Phone (203) 234-2225 Fax (203) 234-6324 ard@dechellolaw.com

Commerce Drive. This was in error and our client is not in any way affiliated with those companies. Therefore, any payments made by Land Rover Milford, on behalf of One Commerce Drive, LLC, should only be applied to List # 2014-01-0027071 and accordingly, the total amount overpaid for the Property which should be refunded is \$322,301.12. I would like to reiterate that all payments made by Land Rover Milford, on behalf of the Owner, were only intended to satisfy any tax obligations for the Owner's property at 2135 Commerce Drive and should not in any way be credited to List # 2014-01-0006358 or List #2014-01-0006357 nor should any refunds be made to anyone other than Land Rover Milford as the party that made the overpayment.

I respectfully request that appropriate steps be taken to refund excess payments pursuant to Section 12-129 in the total amount of \$322,301.12 to my client, Land Rover Milford, and request the refund payment be mailed to Land Rover Milford, 825 Bridgeport Avenue, Milford, CT 06460. We request your prompt response in confirming that the refund will be provided as well as providing the date by which the refund can be expected. Should you have any questions or comments concerning this request, please contact me at 203-234-2225.

Very truly yours,



Anthony R. DeChello
ARD/cjn

cc: Ryan Ambrifi

DeChello Law Firm

110 Washington Avenue • North Haven, Connecticut 06473

Phone: 203.234.2225 • Fax: 203.234.6324

ard@dechellolaw.com

March 15, 2016

Mr. Chandler Briggs
Extra Space Storage Inc.
2795 East Cottonwood Parkway, Ste. 400
Salt Lake City, UT 84121

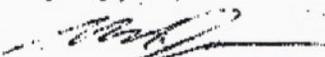
Re: Land Rover Milford Erroneous Tax Payments for 2101 Commerce Drive, Bridgeport, CT/List No. 2014-01-0006358 for property owned by Extra Space Properties Forty Five LLC

Dear Chandler:

I am following up on our conversation regarding the matter referenced above. As you are aware by now, our client, Land Rover Milford, erroneously paid the real property taxes for List # 2014-01-0006358 for a total amount of \$310,439.04 which was a tax liability for your company and/or its subsidiary (collectively "Extra Space"). Our client is currently in the process of seeking a refund from the Tax Collector of City of Bridgeport who appears to be prepared to refund an excess payment of \$155,219.52 to Land Rover Milford because its records are reflecting a total of \$465,658.56 paid towards that tax bill. To fully resolve this issue, Extra Space agrees (i) not to seek any refund for the payments made towards List # 2014-01-0006358 and agrees to a tax refund from the Tax Collector of City of Bridgeport in the amount of \$155,219.52 to our client (the "City Refund"); and (ii) to reimburse our client, Land Rover Milford, for the other erroneous payment in the amount of \$155,219.52 within five business days from the date of this letter (the "Extra Space Reimbursement"). Provided both the City Refund and Extra Space Reimbursement are received by my client on a timely basis, my client agrees not seek any further refunds from the City of Bridgeport or seek collection from Extra Space for any additional amounts in connection with the erroneous tax payments.

The check for the Extra Space Reimbursement can be made payable to Land Rover Milford and you can mail it to my attention at DeChello Law Firm, 110 Washington Avenue, North Haven, CT 06473. Please sign below to confirm your agreement with the terms in this letter. Upon receipt, I will provide a signed copy of this letter to the Tax Collector of City of Bridgeport. Thank you for your cooperation in getting this resolved.

Very truly yours,


Michael E. Jarvis

READ, AGREED & ACCEPTED:

**Extra Space Storage Inc.,
On behalf of itself and Extra Space Properties Forty Five LLC**

By: _____
Chandler Briggs
Sr. Property Accountant

Land Rover Milford/Tax Refund Issue

Item# *157-15 Consent Calendar

Refund of Excess Payments - Industry Consulting Group, Inc.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: September 6, 2016

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

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

Date Signed: 9/19/16

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

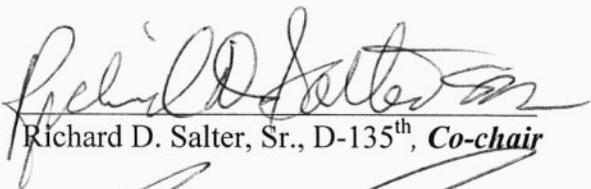
Item No. *157-15 Consent Calendar

BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

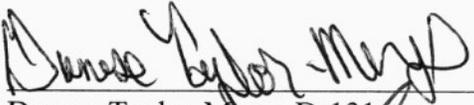
<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Industry Consulting Group, Inc. P.O. Box 35605 Dallas, TX 75235 Re: 0134-40 175 Battery Park Drive	12-129	\$30,778.49

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*



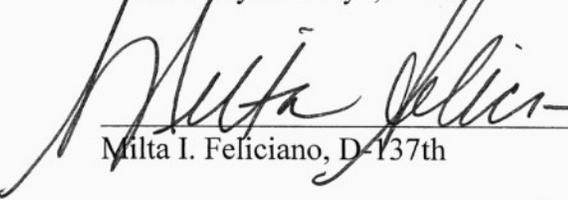
Richard D. Salter, Sr., D-135th, *Co-chair*



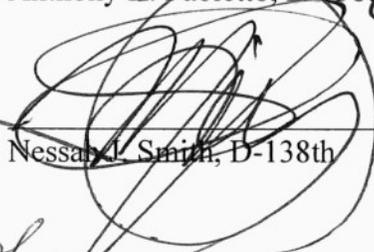
Denese Taylor-Moye, D-131st



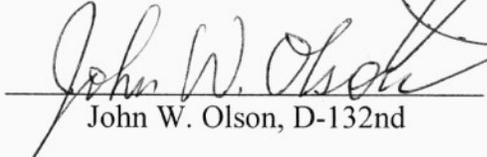
Anthony R. Paoletto, D-138th



Milta I. Feliciano, D-137th



Nessel L. Smith, D-138th



John W. Olson, D-132nd

City Council Date: September 6, 2016

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that SICILIANO DONNA D

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2014
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

SICILIANO DONNA D
 175 BATTERY PARK DR
 BRIDGEPORT CT 06605

2014-01-0027609
 0134--40-----
 175 BATTERY PARK DR

16 FEB 4 AM 10:49



Industry Consulting Group, Inc.
PO Box 35605
Dallas, TX 75235

Collector of **CITY OF BRIDGEPORT** State of Connecticut.

and * of such part of my tax as shall represent:

Check Box if This is a New Address

Refund of Excess Payments.
 (exemption if it does not apply)

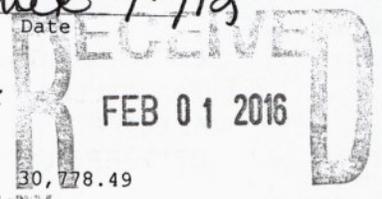
		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2015	29,243.22	0.00	0.00	0.00	29,243.22	
Total Paid	01/14/2016	60,021.71	1,535.27	0.00	0.00	61,556.98	-30,778.49 ***
Adjusted Refund		-30,778.49	0.00	0.00	0.00	30,778.49	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Bridgette Hilstock
 Print Name

Bridgette Hilstock 2/11/16
 Signature of Taxpayer Date



COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 30,778.49
 be made to the above-named taxpayer in accordance with the provisions of Section (s) 12-129:

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 15 DAY OF January 2016

[Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

TO: 1-203-332-5628 COMPANY:



Industry Consulting Group, Inc. • Custom Property Tax Solutions

2777 N Stemmons Frwy • Suite 940 • Dallas, Texas 75207 • P.O. Box 810490 • Dallas, Texas 75381
Email: ICG@icgtax.com • Website: www.icgtax.com
Telephone: (972) 991-0391 • Fax: (972) 980-7740

CITY OF BRIDGEPORT
TAX COLLECTOR
45 LYON TER
BRIDGEPORT, CT 06604

February 19, 2016

RE: Refund Overpayment

To Whom It May Concern:

Celink Reverse Mortgage c/o LERETA LLC formerly ICG is requesting a refund be issued in the amount of \$30,778.49 to Patricia Siciliano due to overpayment of 2014 taxes. Please make check payable to: **DONNA D. SICILIANO**, and mailed to the address below.

Please feel free to contact me at (214) 989-4595.

Referenced Property

Property Located at: **175 BATTERY PARK DRIVE**
Legal Description of Property Index Number: **0134-40-----RE**

Sincerely,

Bridgette Hilstock

Refund Department
LERETA, LLC Company
Bridgette.Hilstock@icgtax.com

TO:1-203-332-5628 COMPANY:

FAX

To: 1-203-332-5628

Company:

Fax: 1-203-332-5628

Phone:

From: BRIDGETTE HILSTOCK

Fax: (626) 543-2916

Phone:

E-mail: BRIDGETTE.HILSTOCK@lereta.com

NOTES:

John,

Per our conversation here is a letter stating to refund the homeowner \$30,778.49. Please feel free to call me if you have any questions.

Thanks,
Bridgette Hilstock

Date and time of transmission: Friday, February 19, 2016 9:03:22 AM
Number of pages including this cover sheet: 02

Item# *158-15 Consent Calendar

Refund of Excess Payments - Engineered Electric CO
DBA Ferromont.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: September 6, 2016

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

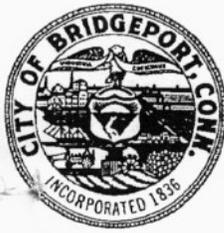
Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

9/16/16

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12:33

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

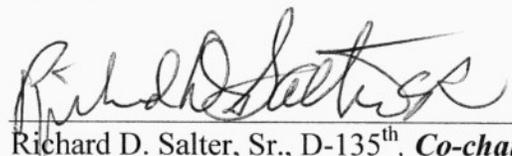
Item No. *158-15 Consent Calendar

BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

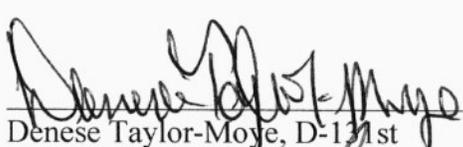
<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Engineered Electric CO DBA Fermont 141 North Avenue Bridgeport, CT 06608 Re: P-2100340 101 Atlantic Street	12-129	\$13,819.86

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

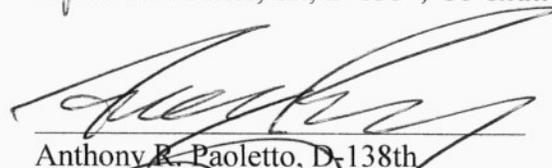
AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*



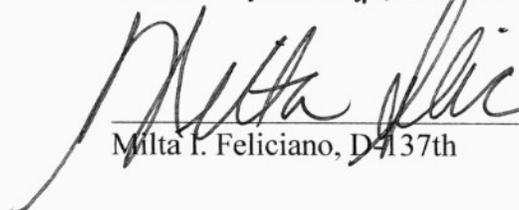
Richard D. Salter, Sr., D-135th, *Co-chair*



Denese Taylor-Moye, D-131st



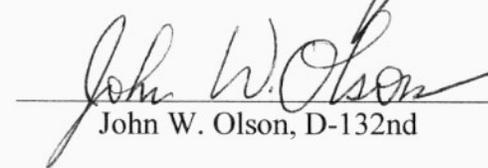
Anthony R. Paoletto, D-138th



Milta I. Feliciano, D-137th



Nessah J. Smith, D-138th



John W. Olson, D-132nd

City Council Date: September 6, 2016

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that ENGINEERED ELEC CO DBA FERMONT

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2012
- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

ENGINEERED ELEC CO DBA FERMONT
141 NORTH AVE
BRIDGEPORT, CT 06608

2012-02-0000102
P--2100340
1010 ATLANTIC ST



2012020000102

To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2013	0.00	0.00	0.00	0.00	0.00	
Total Paid	01/07/2014	13,707.52	0.00	0.00	0.00	13,707.52	-13,707.52 ***
Adjusted Refund		0.00	0.00	0.00	0.00	13,707.52	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Thomas Connolly
Print Name

Thomas Connolly 5/26/16
Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
It is recommended that refund* of property taxes and interest in the amount of 13,707.52
be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 18 DAY OF May 2016

[Signature]
TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
approved on the _____ day of _____ 20____. It was voted to refund
Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

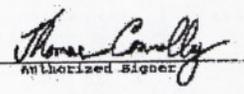
Mail To :

CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604

Site	VIEWPOINTE	Paid Date	08052013	Serial No	89568
Routing	6120975	Account	020799005564 76	PC	000000
Amount	98375.65	Sequence	8887917929	Capture Source	00007456

Front Black & White Image

SHADED AREA MUST GRADUALLY CHANGE FROM BLUE AT TOP TO GREEN AT BOTTOM

BANKING/PLU ELECTRIC COMPANY dba VIEWPOINT 343 North Avenue Bridgeport, CT 06605		88-975/632 Date: 07/25/2013 Check #: 89568
Pay Exactly **Ninety-Eight Thousand Three Hundred Seventy-Five and 65/100 -US Dollars**		Amount \$***98,375.65
TO THE ORDER OF CITY OF BRIDGEPORT, THE		VOID AFTER 90 DAYS
WELLS FARGO BANK, N.A.		 Authorized Signer
0000089568 02612097564 2079900556476*		

Back Black & White Image

55419329

482006 14 14 08/02/2013 0

0000 20130802
 LOCKBOX - FOR DEPOSIT ONLY TO WITHIN NAMED PAYEE
 Webster Bank, NA Waterbury, CT 06720>211170101<

Item# *159-15 Consent Calendar

Refund of Excess Payments - 1313 Connecticut Avenue LLC DBA Westrock Development.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 6, 2016

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

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

Date Signed: *9/19/16*

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *159-15 Consent Calendar

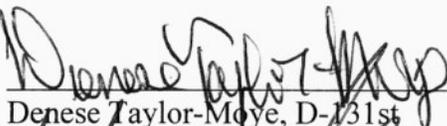
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

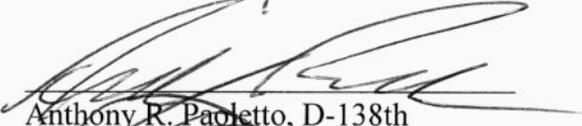
<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
1313 Connecticut Avenue LLC DBA Westrock Development 440 Mamaroneck Avenue, STE N503 Harrison, NY 10528 Re: 0719-01 1313 Connecticut Avenue	12-129	\$11,051.76

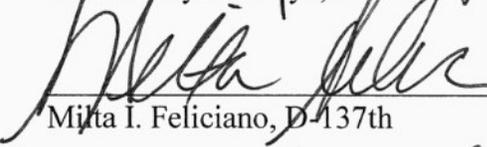
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

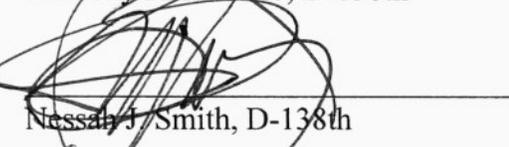
AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

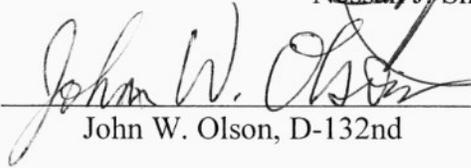

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: September 6, 2016

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that **1313 CONNECTICUT AVENUE LLC**

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2014
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

1313 CONNECTICUT AVENUE LLC *OP/A Westrock Development LLC*
440 MAMARONECK AVENUE Ste N 203
HARRISON NY 10528

2014-01-0036708
 0719--01-----
 1313 CONNECTICUT AV



To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2015	22,103.52	0.00	0.00	0.00	22,103.52	
Total Paid	01/13/2016	33,155.28	0.00	0.00	0.00	33,155.28	-11,051.76 ***
Adjusted Refund		-11,051.76	0.00	0.00	0.00	11,051.76	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Jason L. Friedland
 Print Name

[Signature]
 Signature of Taxpayer

1-29-16
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 11,051.76
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 19 DAY OF January 2016

[Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

 Clerk

*Cross out abatement or refund as required.

W. 2014-01-0036708

LAW OFFICES
COHEN AND WOLF, P.C.
TRUSTEE ACCOUNT No. 2
P.O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601
(203) 368-0211

Re: West Rock Development
Matter #: 277 377026



51-57/119
July 20, 2015

79935

PAY

Eleven Thousand Fifty One & 76/100

\$ **11,051.76**

DOLLARS

TO THE
ORDER OF

TAX COLLECTOR-CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604

TWO SIGNATURES REQUIRED
[Signature]

[Signature]



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈079935⑈ ⑆011900571⑆ 000001718188⑈

Item# *164-15 Consent Calendar

Appointment of Paul L. Errico (U) to the Commission on Harbor Management.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 6, 2016

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

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

Date Signed: 9/16/16

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *164-15 Consent Calendar

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

NAME

TERM EXPIRES

Paul L. Errico (U)
341 Pacific Street
Bridgeport, CT 06604

December 31, 2016

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Richard D. Salter, Sr., D-135th, *Co-chair*

Denese Taylor-Moye, D-131st

Anthony R. Paoletto, D-138th

Mita I. Feliciano, D-137th

Nessah J. Smith, D-138th

John W. Olson, D-132nd

City Council Date: September 6, 2016

Item# *166-15 Consent Calendar

Appointment of Noel Kayo (D) to the Ethics Commissioners.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 6, 2016

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

9/15/16

RECEIVED
CITY CLERK'S OFFICE
2016 SEP 20 P 12:33
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *166-15 Consent Calendar

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

NAME

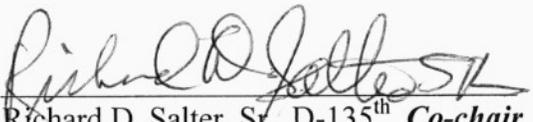
TERM EXPIRES

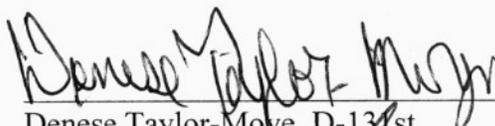
Noel Kayo (D)
39 Calderwood Court
Bridgeport, CT 06605

December 31, 2017

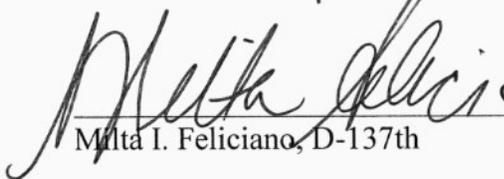
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

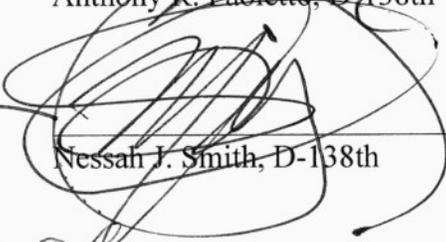
AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

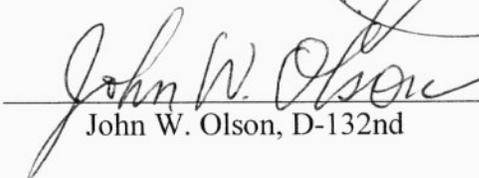

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: September 6, 2016

*Item# 180-15 (Ref. #121-03)

*Discontinue Portions of East Washington Avenue.
("Street")*

Adopted on: June 7, 2004.



**Report
of
Special Committee**

City Council Meeting Date: September 6, 2016
Tabled on: September 6, 2016

Attest: _____
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

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. Ingraham
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

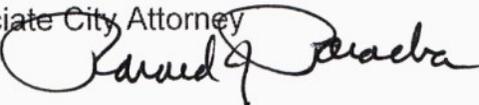


ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
Edmund F. Schmidt
Eroll V. Skyers

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

MEMORANDUM

TO: Honorable City Council President and City Clerk

FROM: Ronald J. Pacacha, Associate City Attorney


DATE: August 31, 2016

RE: Council Agenda Item No. 121-03
Street Discontinuance – Portions of East Washington Avenue ("Street")

In connection with the final acceptance of the discontinuance of the above-identified Street, which the City Council initially approved on June 7, 2004 (Item No. 121-03), we respectfully request that the City Clerk and the Council President place on the City Council Agenda for the meeting to be held on September 6, 2016, the attached Special Committee Report regarding the discontinuance.

The City has sent written notice to the abutting landowners of the date, time and location of a meeting of the abutters before the City Council and has posted signs at the location of such Street at least thirty (30) days prior to the City Council meeting in each case, both of which actions are required by Section 13a-49 of the Connecticut General Statutes, as amended.

Please place this matter on the City Council Agenda. Thank you.

RECEIVED
CITY CLERK'S OFFICE
2016 AUG 31 P 1:03
ATTEST
CITY CLERK

Item #180-15 (Ref. # 121-03) Special Committee Report

SPECIAL COMMITTEE REPORT

To the City Council of the City of Bridgeport:

Re: Item No. 121 03
Request to Discontinue Portions of East Washington Avenue
("Street")

The Special Committee, consisting of the City Engineer, the Director of Public Facilities and the City Clerk ("Committee") appointed to finalize the street discontinuance approved by the resolution adopted by the City Council on June 7, 2004, respectfully begs leave to report that it has, in compliance with said resolution, completed activities related to the discontinuance of the said Street, and states as follows:

1. The City has sent written notice of the Council Meeting at which a final vote will be taken on the discontinuance of the Street to all of the landowners abutting the Street at least thirty (30) days in advance of such Council Meeting in accordance with Section 13a-49 of the Connecticut General Statutes, as amended (the "Statute").
2. The City has posted a sign at each end of each section of the Street indicating the date on which the Council Meeting is to be held in accordance with the requirements of the Statute.
3. The City Council has held a meeting of the landowners abutting the Street and heard their comments, if any, at its meeting on September 6, 2016.
4. Access to all public utilities lying in the said Street, if any, including those of the City of Bridgeport Water Pollution Control Authority, have either been relocated or shall remain in place with such rights to remain being secured by appropriate easements recorded or to be recorded in the land records if deemed necessary by the City Engineer.

The Committee confirms that the Street shall be discontinued according to the following description thereof:

See Schedule A attached hereto

If a survey has been prepared, the above description is consistent with the following map filed or to be filed in the Bridgeport Land Records and the Office of the City Engineer:

Map # ____ (copy attached)
Filed on July 8, 2016
Map Volume 55 at Page 145
Entitled: Road Discontinuance Plan, City of Bridgeport, East
Washington Avenue
Dated: 6/02/2016
Last Revision: None
Scale: 1" = 50'
Prepared by: BL Companies

The above discontinuance action will be provided to the Tax Assessor for purposes of property assessment for land that is no longer encumbered by a street right-of-way and to other Departments having jurisdiction. A Notice of Discontinuance containing the above description of the Street will be filed in the Bridgeport Land Records.

The City Council's acceptance of the Special Committee Report constitutes its approval of the following resolution:

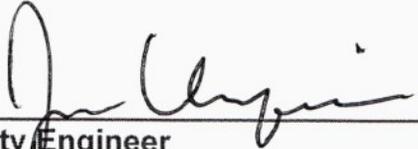
RESOLVED, that the City Council approves the Special Committee Report, the same is hereby accepted into the records of the City Council, and the Council declares that the street discontinuance process described therein has been completed, subject to the City Engineer's requirement that easements be recorded to permit the City of Bridgeport Water Pollution Control Authority sewer lines and the Aquarion Water Company water lines to remain in their present locations, respectively, and an easement to the United Illuminating Company to allow its telephone pole to remain in its present location if it continues to supply power to nearby customers from such pole.

FURTHER RESOLVED, that the City Clerk and the City Engineer are directed to take all further actions and execute all further documents necessary with the advice of the City Attorney in order to achieve

compliance with this resolution and applicable law including the amendment of the official street maps.

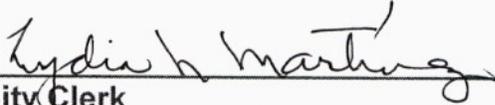
Respectfully submitted this 31st day of August, 2016.

SPECIAL COMMITTEE



City Engineer

Director of Public Facilities



City Clerk

compliance with this resolution and applicable law including the amendment of the official street maps.

Respectfully submitted this 31st day of August, 2016.

SPECIAL COMMITTEE

City Engineer

A handwritten signature in black ink, consisting of several loops and a trailing flourish, positioned between two horizontal lines.

Director of Public Facilities

City Clerk

Schedule A

Description of Discontinued Street

The section of East Washington Avenue, located between the easterly line of East Main Street and westerly line of former Helen Street, in Bridgeport, CT is to be discontinued in three segments.

Segment 1 (Block 1774):

Starting at a point on the easterly street line of East Main Street and having a coordinate of N 628785.41 E 881433.75.

Thence; N82°17'55"E two-hundred fifty-five and ninety-eight hundredths (255.98) feet along the northerly street line of East Washington Avenue to a point.

Thence; N83°44'02"E one-hundred eighty-two and sixty-seven hundredths (182.67) feet along the northerly street line of East Washington Avenue to a point.

Thence; N86°09'32"E one-hundred sixty and forty-one hundredths (160.41) feet along the northerly street line of East Washington Avenue to a point.

Thence; N87°06'05"E ninety-seven and forty hundredths (97.40) feet along the northerly street line of East Washington Avenue to a point having a coordinate of N 628855.32 E 882126.32.

Thence; S07°50'41"W forty-three and eighty-eight hundredths (43.88) along the westerly street line of Pembroke Street to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of five-thousand, seven-hundred fifty-six and sixty-five hundredths (5,756.65) feet and an arc length of six-hundred eighty-five and eighty hundredths (685.80) feet to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of four-thousand, eight-hundred one and seventy-four hundredths (4,801.74) feet and an arc length of six and eighty-four hundredths (6.84) feet to a point.

Thence; N02°42'59"E forty-three and ninety-four hundredths (43.94) along the easterly street line of East Main Street to the point and place of beginning.

Segment 2 (Block 1772):

Starting at a point on the easterly street line of Pembroke Street and having a coordinate of N 628860.57 E 882177.52.

Thence; S89°05'36"E three-hundred forty-six and twenty-eight hundredths (346.28) feet along the northerly street line of East Washington Avenue to a point.

Thence; S87°47'33"E two-hundred twenty-five and ninety-six hundredths (225.96) feet along the northerly street line of East Washington Avenue to a point having a coordinate of N 628846.39 E 882749.54.

Thence; S10°07'51"W forty-three and nine hundredths (43.09) along the westerly street line of Hallett Street to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of five-thousand, seven-hundred and seventy-four and twenty-three hundredths (5,774.23) feet and an arc length of two-hundred thirty-seven and twenty-five hundredths (237.25) feet to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of five-thousand, seven-hundred fifty-six and sixty-five hundredths (5,756.65) feet and an arc length of three-hundred thirty-three and ninety-six hundredths (333.96) feet to a point.

Thence; N07°50'41"E forty-seven and thirty-nine hundredths (47.39) feet along the easterly street line of Pembroke Street to the point and place of beginning.

Segment 3 (Block 1771):

Starting at a point on the easterly street line of Hallett Street and having a coordinate of N 628842.09 E 882799.37.

Thence; S85°49'37"E three-hundred three and eleven hundredths (303.11) feet along the northerly street line of East Washington Avenue to a point having a coordinate of N 628820.03 E 883101.67.

Thence; S03°41'25"W forty-one and fifty-six hundredths (41.56) feet across East Washington Avenue to a point.

Thence; N85°55'08"W three-hundred seven and ninety-nine hundredths (307.99) feet along the southerly street line of East Washington Avenue to a point.

Thence; N10°19'04"E forty-two and thirty-hundredths (42.30) feet along the easterly street line of Hallett Street to the point and place of beginning.

The above bearings are referred to the Connecticut State Plane Coordinate System, North American Datum of 1983.

The discontinuance is more clearly designated and defined by a map entitled:

City of Bridgeport, East Washington Avenue, City of Bridgeport, County of Fairfield, State of Connecticut", Scale 1"=50', Date: 06/02/2016, CAD File BS13S187201;

The map is further entitled:

"Road Discontinuance Plan, Sheet No. BS-1" a copy of which map will be filed at the City of Bridgeport town hall in the Office of the Town Clerk.

