

AGENDA

CITY COUNCIL MEETING

MONDAY, AUGUST 1, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Update to the City Council on the Mayor's Conservation Corp. by William Murphy, Director.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: June 20, 2011 (Regular) & June 20, 2011 (Special Informational Session).

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 113-10** Communication from Planning Department re Request for the Abandonments of Ocean Place and Anthony Street Associated with the Improvements to Longfellow Elementary School, referred to Public Safety and Transportation Committee.
- 114-10** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Howayne Brown, **ACCEPTED AND MADE PART OF THE RECORD.**
- 115-10** Communication from Mayor re Reappointment of Thomas A. Lyons (D) to the Police Commission, referred to Public Safety and Transportation Committee.
- 116-10** Communication from Central Grants and Community Development re Grant Submission: 2011-2012 Substance Abuse Prevention Program, referred to Economic and Community Development and Environment Committee.
- 117-10** Communication from Central Grants and Community Development re Grant Submission: 2011-2012 YSB Enhancement Grant, referred to Economic and Community Development and Environment Committee.
- 118-10** Communication from Central Grants and Community Development re Grant Submission: U.S. Department of Justice 2011 Edward Byrne Memorial JAG Grant Program, referred to Public Safety and Transportation Committee.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 119-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Economic and Community Development Financial Assistance Grant Program: Brooklawn Avenue Streetscape Improvement Project **FOR IMMEDIATE CONSIDERATION.**
- 120-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Economic and Community Development Financial Assistance Grant Program: Columbia Elevators Remediation Project **FOR IMMEDIATE CONSIDERATION.**
- 121-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Economic and Community Development Financial Assistance Grant Program: Seaview Industrial Park Project **FOR IMMEDIATE CONSIDERATION.**

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

- \*81-10** Public Safety and Transportation Committee Report re: Application for Driveway Permit: #1775 Reservoir Avenue - Wilber Cross Elementary School.
- \*93-10** Economic and Community Development and Environment Committee Report re: Grant Submission: 2010 Long Island Sound Futures Fund Grant.
- \*106-10** Economic and Community Development and Environment Committee Report re: Grant Submission: 2012 Southwestern Connecticut Agency on Aging (SWCAA) for an Elderly Hispanic Grant Program.
- \*107-10** Economic and Community Development and Environment Committee Report re: Grant Submission: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for a Senior Transportation Services Grant.
- \*108-10** Economic and Community Development and Environment Committee Report re: Grant Submission: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for an East Side Senior Services Grant.
- \*109-10** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut OPM Transit Oriented Development (TOD) Pilot Program.
- \*110-10** Economic and Community Development and Environment Committee Report re: (Ref. #35-10) Consolidated Plan for Housing and Community Development Program Year 37 Annual Action Plan Community Development Block Grant Program Substantial Amendment.

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

- \*91-10** Miscellaneous Matters Committee Report re: Appointment of Jack O. Banta (D) to the Harbor Commission.
- \*100-10** Miscellaneous Matters Committee Report re: Appointment of Michael Andre (U) to the Harbor Commission.
- \*102-10** Miscellaneous Matters Committee Report re: Worker's Compensation Full and Final Stipulation with Thomas Lombard.
- \*92-10(PHO)** Contracts Committee Report re: Public Hearing Ordered for September 6, 2011 re: Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous city-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.
- \*105-10** Contracts Committee Report re: License Agreement with State for space on the first floor of the Department of Health and Social Services building, 752 East Main Street, to be used by the State Department of Veterans Affairs.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 1, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

---

Cecil Young  
99 Carroll Avenue  
Bridgeport, CT 06607

The Board of Education being  
turned over to the State.

**CITY of BRIDGEPORT**  
**CITY COUNCIL**  
**PUBLIC SPEAKING SESSION**  
**AUGUST 1, 2011**  
**6:30 PM**

ATTENDANCE: Council members: Vizzo-Paniccia, Bonney, dePara, M. Ayala, Martinez, Paoletto, Baker, Holloway

Majority Leader Council member Bonney called the public speaking session to order at 6:36 pm.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 1, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

Cecil Young  
99 Carroll Avenue  
Bridgeport, CT 06607

The Board of Education being turned over to the State.

Mr. Young mentioned the raw sewage problem at P.T. Barnum Apartments. He recalled that a promise was made that the problem would be resolved and three to four months later, he hasn't heard anything about it.

He went on to talk about the Board of Education take over. He expressed that it was a sad day that the city council sits back to see them wiped out without a chance to defend themselves. He emphasized that the schools have been failing for a long time and many of the students are semi-illiterate and they don't know where to turn or what they will do and many of them aren't equipped to attend college. He further stressed that it was sad and a shame to take away three or four dedicated board members, just because of the other six board members that didn't perform on the board well. He stated that Council member Walsh is the only one out of the twenty council members that spoke up about the issue. He said he was surprised that people haven't been able to sit down and discuss what can be done for the kids in the city; especially those that aren't able to focus and learn. He relayed that he was one of those students that had a learning disability. And as a result, he ended up acting out in class and he was teased. He thought the problem was the need for a new curriculum that will help improve the education system. He ended in saying that there is a need to address the neglect in the schools.

The public speaking session was closed at 6:45 pm.

RECEIVED  
CITY CLERK'S OFFICE  
AUG 1 2011  
6:30 P

## CITY COUNCIL MEETING

Monday, August 1, 2011

7:00 p.m.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Brantley, Bonney, Blunt, dePara, M. Ayala, Martinez, Paoletto, Baker, Holloway

ABSENT: Council members: A. Ayala, Walsh, T. McCarthy, Austin, Lyons, Silva, Curwen, Baker, Holloway

Mayor Finch called the meeting to order at 7:10 pm.

Prayer - the prayer was offered by Council member Brantley.

Pledge of Allegiance - the pledge was led by Council member dePara.

Roll Call - the city clerk took the roll and announced there was a quorum.

Update to the City Council on the Mayor's Conservation Corp. by William Murphy, Director. – *no update was presented.*

Council member Baker requested a point of personal privilege. He spoke about the Board of Education in reference to the right to vote. He stated that some of his constituents perceive the situation as an attack and a violation of the right to vote. There is also the issue that there wasn't a public hearing held concerning the matter. He felt the matter could have waited until the Board of Education election changes took place. He mentioned that with the upcoming elections, there are things that he's running up against; however, he said he encouraged the people to come out and vote and he emphasized that democracy does work and the city council will keep utmost, the best interest of the people.

### MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 20, 2011 (Regular) & June 20, 2011 (Special Informational Session).

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 113-10** Communication from Planning Department re Request for the Abandonments of Ocean Place and Anthony Street Associated with the Improvements to Longfellow Elementary School, referred to Public Safety and Transportation Committee.
- 114-10** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Howayne Brown, **ACCEPTED AND MADE PART OF THE RECORD.**
- 115-10** Communication from Mayor re Reappointment of Thomas A. Lyons (D) to the Police Commission, referred to Public Safety and Transportation Committee.
- 116-10** Communication from Central Grants and Community Development re Grant Submission: 2011-2012 Substance Abuse Prevention Program, referred to Economic and Community Development and Environment Committee.
- 117-10** Communication from Central Grants and Community Development re Grant Submission: 2011-2012 YSB Enhancement Grant, referred to Economic and Community Development and Environment Committee.
- 118-10** Communication from Central Grants and Community Development re Grant Submission: U.S. Department of Justice 2011 Edward Byrne Memorial JAG Grant Program, referred to Public Safety and Transportation Committee.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**  
**\*\* COUNCIL MEMBER MARTINEZ SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**119-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Economic and Community Development Financial Assistance Grant Program: Brooklawn Avenue Streetscape Improvement Project **FOR IMMEDIATE CONSIDERATION.**

**\*\***  
**\*\*** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE ITEM 119-10**  
**\*\*** **COUNCIL MEMBER dePARA SECONDED**  
**\*\*** **MOTION PASSED UNANIMOUSLY**

**120-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Economic and Community Development Financial Assistance Grant Program: Columbia Elevators Remediation Project **FOR IMMEDIATE CONSIDERATION.**

**\*\***  
**\*\*** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**  
**\*\*** **COUNCIL MEMBER BRANTLEY SECONDED**  
**\*\*** **MOTION PASSED UNANIMOUSLY**

**121-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Economic and Community Development Financial Assistance Grant Program: Seaview Industrial Park Project **FOR IMMEDIATE CONSIDERATION.**

**\*\***  
**\*\*** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**  
**\*\*** **COUNCIL MEMBER dePARA SECONDED**  
**\*\*** **MOTION PASSED UNANIMOUSLY**

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

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

There were none heard, so the city clerk read the items into the record:

**\*81-10** Public Safety and Transportation Committee Report re: Application for Driveway Permit: #1775 Reservoir Avenue – Wilber Cross Elementary School.

**\*93-10** Economic and Community Development and Environment Committee Report re: Grant Submission: 2010 Long Island Sound Futures Fund Grant.

- \*106-10 Economic and Community Development and Environment Committee Report re: Grant Submission: 2012 Southwestern Connecticut Agency on Aging (SWCAA) for an Elderly Hispanic Grant Program.
- \*107-10 Economic and Community Development and Environment Committee Report re: Grant Submission: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for a Senior Transportation Services Grant.
- \*108-10 Economic and Community Development and Environment Committee Report re: Grant Submission: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for an East Side Senior Services Grant.
- \*109-10 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut OPM Transit Oriented Development (TOD) Pilot Program.
- \*110-10 Economic and Community Development and Environment Committee Report re: (Ref. #35-10) Consolidated Plan for Housing and Community Development Program Year 37 Annual Action Plan Community Development Block Grant Program Substantial Amendment.
- \*91-10 Miscellaneous Matters Committee Report re: Appointment of Jack O. Banta (D) to the Harbor Commission.
- \*100-10 Miscellaneous Matters Committee Report re: Appointment of Michael Andre (U) to the Harbor Commission.
- \*102-10 Miscellaneous Matters Committee Report re: Worker's Compensation Full and Final Stipulation with Thomas Lombard.
- \*92-10(PHO) Contracts Committee Report re: Public Hearing Ordered for September 6, 2011 re: Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous city-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.
- \*105-10 Contracts Committee Report re: License Agreement with State for space on the first floor of the Department of Health and Social Services building, 752 East Main Street, to be used by the State Department of Veterans Affairs.

\*\*  
\*\*  
\*\*

**COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
COUNCIL MEMBER HOLLOWAY SECONDED  
MOTION PASSED UNANIMOUSLY**

Mayor Finch noted that a Hazardous Waste Collection Day would be held on August 6 at Blackham School. He commented that it's a popular service and he urged everyone to pass on the word to friends and neighbors. He also noted that they would accept technology waste; such as computers etc.

## ADJOURNMENT

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN  
\*\* COUNCIL MEMBER HOLLOWAY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:25 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



City of Bridgeport, Connecticut  
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT  
DEPARTMENT OF CITY PLANNING

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH

Mayor

July 6, 2011

COMM. #113-10 Referred to Public Safety & Transportation  
Committee on 08/01/2011

DONALD C. EVERSLEY

Director of  
Planning and  
Economic Development

Bridgeport City Council  
c/o Office of the City Clerk  
City Hall – Room #204  
45 Lyon Terrace  
Bridgeport, CT 06604

MICHAEL P. NIDOH  
Director of Planning

RE: Request for the Abandonments of Ocean Place and Anthony Street  
Associated with the Improvements to Longfellow Elementary School

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL -8 A 11:16  
ATTEST  
CITY CLERK

Dear Honorable City Councilpersons:

On behalf of the City of Bridgeport's School Building Committee ("SBC"), the Office of Planning & Economic Development ("OPED") respectfully requests your approval of our requests to formally abandon two (2) city streets (see attached Exhibit #1) associated with the renovation and expansion of Longfellow Elementary School in the Black Rock neighborhood of the city. *Ocean Place* and *Anthony Street* are currently city streets that abut the existing school property and the planned school improvements will require that these streets be abandoned and included in the new school campus' plans.

*Ocean Place* is located in front of the existing school (see attached Exhibit #2) and includes a triangular area formed by the intersection of Ocean Terrace, Ocean Place, and Wordin Avenue. This triangular area, appears on the City Engineer's records as the intersection of these three 93' streets however; by an action of the City Council on February 1, 1960, it serves as the Longfellow Playground. In order to cover any issues involving this location, the proposed abandonment of Ocean Place will include this acreage.

The current playground will be improved by the school project and the acreage of this street abandonment will become staff and visitor parking as well as an internal bus and parent drop-off location. In order to be eligible for inclusion in the school improvement project, these locations must be included within the school project's boundaries under the jurisdiction of the SBC. The Board of Parks Commissioners is expected to address these items at their July 12, 2011 meeting.

The proposed abandonment of Ocean Place will have a minimal effect on the traffic in the area as there is ample traffic capacity amongst the abutting street system to accommodate this street's closure.

*Anthony Street* is located to the south of the existing school and separates the school from Longfellow Park (a.k.a. the Cal Ripkin Park) that the school uses for its recreational programs. While the street is listed as an accepted City street, it was never built to City standards nor does it operate as a right-of-way for vehicular traffic. The abandonment of this street will alleviate some of the Zoning setback issues associated with the existing school's footprint and will assist with the proposed school improvements.

Anthony Street never functioned as a traffic artery therefore, there will be no adverse impacts associated with its formal abandonment.

Also attached, please find a draft "Resolution of the City Council" regarding the formal abandonments of both Ocean Place and Anthony Street. We respectfully request your approval of these two (2) street abandonments associated with the improvements to the Longfellow School Campus.

The attached Exhibit #1 is a Map of Survey (A-2 quality) containing all utility easements necessary to complete these abandonments. As the City of Bridgeport is the owner of all abutting parcels, the recipient of the acreage associated with and resulting from these abandonments is the City of Bridgeport.

The required C.G.S. Sec. 8-24 report from the Planning & Zoning Commission is scheduled to be addressed at their July 25, 2011 meeting.

City staff will be available at your Council Committee meeting when this item will be considered to answer any questions that you may have regarding this request. In the interim, should you have any questions of me, please feel free to contact me at 203.576-7191 or via e-mail at [michael.nidoh@bridgeportct.gov](mailto:michael.nidoh@bridgeportct.gov)

Thank you in advance for your consideration of this request.

Sincerely,



Michael P. Nidoh  
Director of Planning

Attachments: (4)

Pc: Donald Eversley – OPED (w/ attachments)  
Andrew Nunn – CAO (w/ attachments)  
Ron Pacacha – Office of the City Attorney (w/ attachments)  
Ray Wiley – O&G Industries (w/ attachments)  
Robert Hedman – O&G Industries (w/ attachments)

**RESOLUTION OF THE CITY COUNCIL  
REGARDING THE  
STREET ABANDONMENTS OF  
OCEAN PLACE AND ANTHONY STREET  
ASSOCIATED WITH THE  
REDEVELOPMENT OF LONGFELLOW ELEMENTARY SCHOOL**

**WHEREAS**, the City of Bridgeport's School Building Committee ("SBC") has been charged with the redevelopment and restoration of the educational infrastructure of the Bridgeport School System; and

**WHEREAS**, the Master Plan of School Facilities has identified Longfellow Elementary School at 139 Ocean Terrace as being in need of substantial renovation and improvement; and

**WHEREAS**, the architects and planners have proposed a redevelopment plan for the school that necessitates the street abandonments of Ocean Place and Anthony Street in order to fully implement the proposed school improvements; and

**WHEREAS**, Ocean Place, located in front of the existing school, is not a significant thoroughfare in the city and Anthony Street, located to the rear/side of the school, was never built to City standards and has never been used for vehicular traffic; and

**WHEREAS**, the Board of Parks Commissioners has approved these street abandonments at their July 12, 2011 meeting; and

**WHEREAS**, the Planning & Zoning Commission has recommended a "positive" report as a part of their C.G.S. Sec. 8-24 review of the proposed abandonments; and

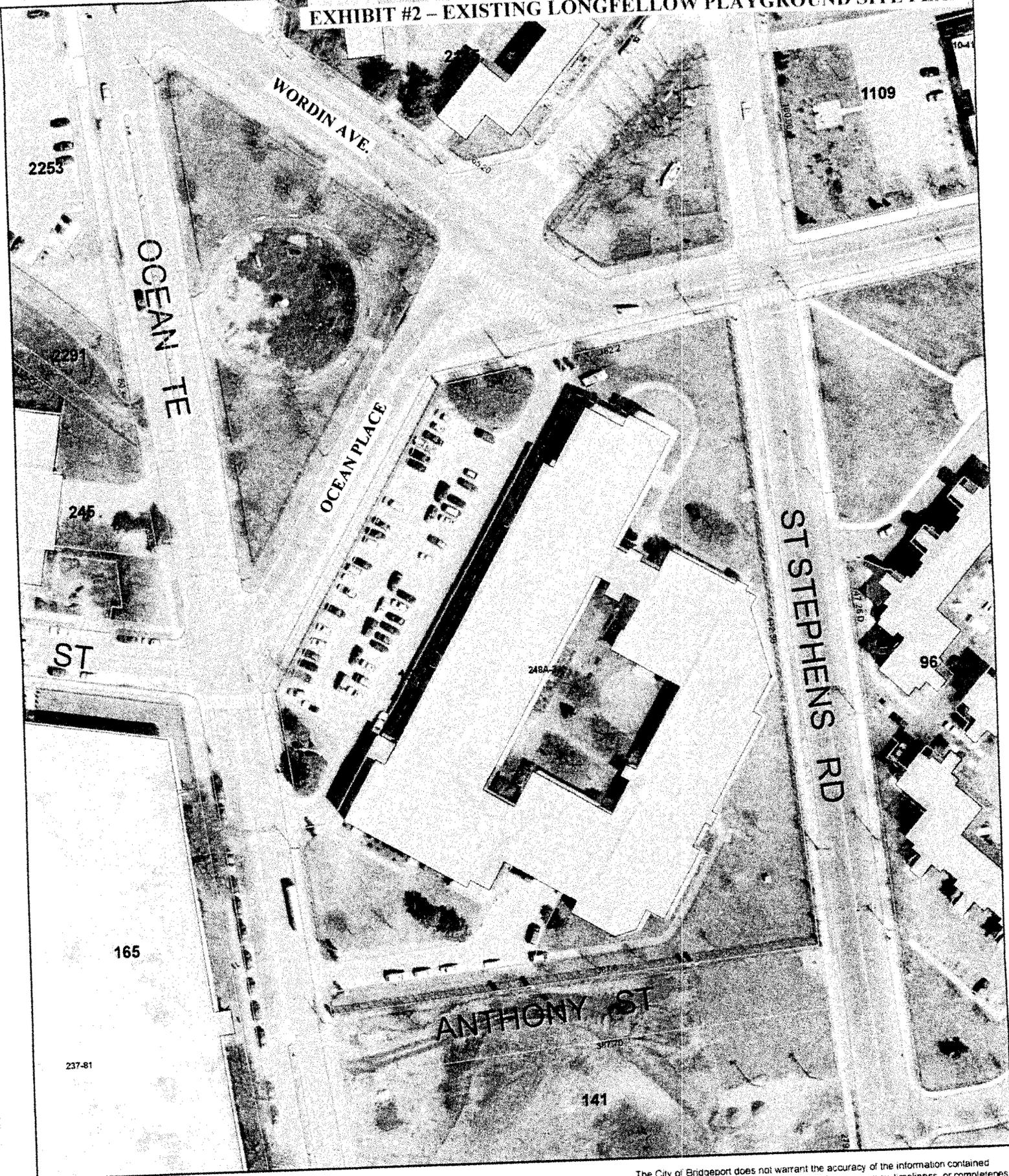
**WHEREAS**, the abandonment of these streets will contribute greatly to the enhancement of the educational facilities of the city of Bridgeport.

**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council has determined that the proposed street abandonments of Ocean Place and Anthony Street are in the best interests of the City and hereby, approves of the abandonments.

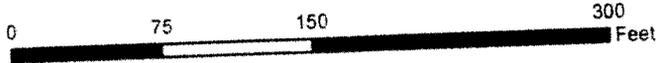
**BE IT FURTHER RESOLVED**, that these street abandonments be forwarded to the "Special Committee" for their report which will then be returned to the City Council for a final approval.



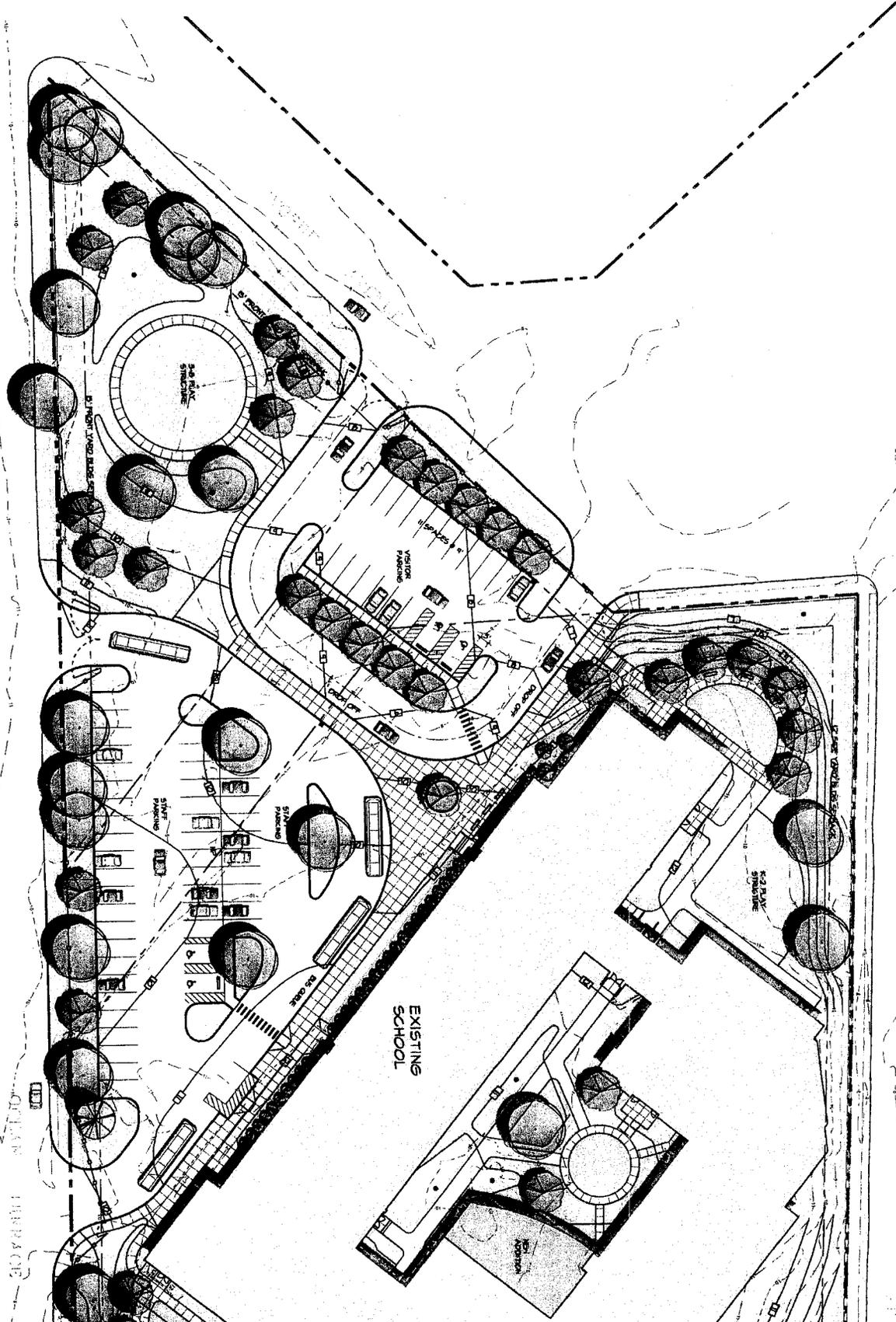
**EXHIBIT #2 – EXISTING LONGFELLOW PLAYGROUND SITE PLAN**



**City of Bridgeport, Connecticut**  
**Geographic Information System**



The City of Bridgeport does not warrant the accuracy of the information contained herein nor is it responsible for any errors or omissions, accuracy, timeliness, or completeness of any of the information provided herein. The City of Bridgeport assumes no liability for its use, availability, or compatibility with users' software or computers. The City of Bridgeport explicitly disclaims any representations and warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City of Bridgeport also shall assume no liability for: 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or 2. Any decision made of action taken or not taken by the user in reliance upon any information or data furnished hereunder.



LONGFELLOW SCHOOL  
BRIDGEPORT PUBLIC SCHOOLS

FLETCHERTHOMPSON  
ELEVATING DESIGN | SHAPING SOLUTIONS

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM. #114-10 ACCEPTED AND MADE PART OF THE RECORD  
08/01/2011

July 15, 2011

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

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 19 P 12:02  
ATTEST  
CITY CLERK

Re: **SETTLEMENT OF CLAIM**  
**Howayne Brown v. City of Bridgeport, et. al.**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,000.00 payable to Shepro & Hawkins, trustee for Howayne Brown. Pursuant to the Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with Associate City Attorney Betsy Edwards, who had primary responsibility for the case, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/kl

cc: Kim Laue



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

MEMORANDUM

COMM # 115-10 Referred to Public Safety & Transportation Committee (08/01/2011)

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: July 5, 2011

RE: Boards & Commissions

---

Please place the following name on the August 1, 2011 City Council agenda for referral to the Public Safety Committee for the purpose of reappointment to the Police Commission:

Thomas A. Lyons (D)  
91 Jewett Avenue  
Bridgeport, CT 06606

This term will expire on December 31, 2012.

BF/lac

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 26 A 11:49



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM. # 116-10 Referred to ECD & Environment Committee (08/01/2011)

July 26, 2011

To: Fleeta Hudson  
From: Renu Gupta  
Re: 2011 - 2012 Substance Abuse Prevention Program

The Central grants Department seeks authorization for Mayor Finch or his designee to enter into contract with the State Department of Mental Health and Addiction Services or its pass-thru, RYASAP, for a Substance Abuse Prevention Program and to sign all related documents, contracts and resolutions.

The grant- \$8,230 provides prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs or, if they have experimented, from shifting to more regular use.

Thank you for your attention to this matter. Please feel free to call me at X7732 with any questions.

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 27 P 1:55  
ATTEST  
CITY CLERK



EXECUTIVE SUMMARY  
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: 2011-2012 Substance Abuse Prevention Program

RENEWAL X NEW \_\_\_\_\_

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

Funds through the Ct. Department of Mental Health and Addiction Services are granted to towns throughout the state with the intention of facilitating the development of substance abuse prevention activities at the local level. The City has received these funds via RYASAP for the past several years. No City match is required.

CONTRACT DATES:

July 1, 2011 – June 30, 2012

PROJECT GOALS AND PROCEDURES:

The goal of the program is to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs or, if they have experimented, from shifting to more regular use.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: DMHAS/RYSAP	Materials/Supplies:
City:	Transportation:
Other:	Other: \$8,230 (see below)
	Subcontracts: Yes <u>X</u> No
	If yes, supply listing and dollar amount (please attach)

Funds will be used to support the CHS Profiles Theatre Group (\$5,000) who will perform skits on substance abuse, alcohol, smoking and other negative behaviors; to purchase, anti-smoking and substance abuse prevention materials to be distributed at health fairs and other community events (\$2,730); and funds (\$500) will be paid to RYASAP to cover partial costs of anti-smoking slides in local movie theatres.

**WHEREAS, the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program is authorized to extend financial assistance to municipalities in the form of grants; and,**

**WHEREAS, this funding has been made possible through a grant for the Local Prevention Council Grant and,**

**WHEREAS, funds under this grant will be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs or, if they have experimented, from shifting to more regular use,**

**WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Human Services Department, submit an application to the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program in an amount not to exceed \$8,230 for the purpose of providing prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs or, if they have experimented, from shifting to more regular use; and,**

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program to be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs or, if they have experimented, from shifting to more regular use, and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program for a grant for the Local Prevention Council to provide prevention-oriented programs, and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. McGOLDRICK  
Acting Director  
Office of Central Grants

COMM. 117-10 Referred to ECD & Environment Committee

(08/01/2011)

July 26, 2011

To: Fleeta Hudson  
From: Renu Gupta  
Re: **2011 – 2012 YSB Enhancement Grant**

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

The grant, @ \$10,000, will fund a teen pregnancy prevention program at Bassick High School through subcontract with GBAPP.

Thank you for your attention to this matter and please feel free to call me at X7732 with any questions.

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 27 P 1:55



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

---

PROJECT TITLE : YSB Enhancement Grant

RENEWAL X NEW     

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION: City of Bridgeport will subcontract the services to GBAPP. They will provide a multi-level teen pregnancy prevention intervention to reduce teen pregnancy and improve school attendance among the student population at Bassick High School. Bassick has the highest rate of teen pregnancy in the city. The program will also work with teen fathers from the three public high schools.

CONTRACT DATES:

July 1, 2011 – June 30, 2012

PROJECT GOALS AND PROCEDURES:

Expected outcomes are: 1) 75% of the students participating in the program will practice effective contraception; 2) 75% of the students participating in the program will show an improved school attendance.

**IF APPLICABLE**

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

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

FUNDS REQUESTED

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

Funds will be sub-contracted to GBAPP.

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

**WHEREAS**, this funding has been made possible through a grant for YSB Enhancement and,

**WHEREAS**, funds under this grant will be used to provide a pregnancy prevention program at Bassick High School and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State Department of Education in an amount not to exceed \$10,000 for the purpose of supporting the pregnancy prevention program at Bassick High School, and

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and contract to the State Department of Education to support the pregnancy prevention program at Bassick High School, and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Education for YSB Enhancement Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM. # 118-10 Referred to Public Safety & Transportation Committee (08/01/2011)

July 27, 2011

To: City Clerk  
From: Alexandra McGoldrick, Grants Writer  
Re: Resolution - DOJ 2011 Edward Byrne Memorial JAG Grant

Attached, please find a resolution and grant summary for referral to the Transportation and Public Safety Subcommittee of the City Council.

**Grant:** City of Bridgeport application to the U.S. DOJ – 2011 Edward Byrne Memorial JAG Grant Program

The City of Bridgeport Police Department requests funding in the amount of \$248,305 for the Edward Byrne Memorial Justice Assistance Grant Program for the purchase of a roof structure/canopy to cover the modular shoot house and line of fire shooting range.

The funding will also cover the cost of a backstop/bullet trap for the firing range to retrieve lead during police training exercises. Funding for the modular shoot house and firing range were awarded to the City of Bridgeport by the Dept. of Justice in the 2010 JAG grant.

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 27 P 1:55  
ATTN: CITY CLERK

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

**WHEREAS**, this financial assistance has been made possible through the U.S. DOJ 2011 Edward Byrne Memorial Grant Program and,

**WHEREAS**, financial assistance under this grant will be used to purchase of a roof structure/canopy and backstop/bullet trap for a modular shoot house and line of fire shooting range for the Bridgeport Police Department and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Department of Justice in an amount not to exceed \$248,305 for the purpose of providing the Police Department with equipment related to the shoot house and fire range for target shooting exercises; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

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



## GRANT SUMMARY

---

PROJECT TITLE: \_\_\_\_\_ U.S. DOJ 2011 Edward Byrne Memorial JAG Grant Program

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: \_\_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ 203-332-5665 \_\_\_\_\_

### PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport Police Department requests funding in the amount of \$248,305 for the Edward Byrne Memorial Justice Assistance Grant Program for the purchase of a roof structure/canopy to cover the modular shoot house and line of fire shooting range. The funding will also cover the cost of a backstop/bullet trap for the firing range to retrieve lead during police training exercises. Funding for the modular shoot house and firing range were awarded to the City of Bridgeport by the DOJ in the 2010 JAG grant. Currently, the Bridgeport Police Department does not have its own set up and officers travel to Monroe, CT for target training.

**Project Period:** 3 year grant project period.

**PROJECT GOALS AND PROCEDURES:** The BPD currently has 405 officers that have to train twice per year in order to remain within the required standard. That is 25 officers, 16 hours per month, twice per month. The equipment requested will allow Bridgeport police officers to meet the required training hours within the City they are patrolling so as not to reduce manpower during regular shifts. It will also ensure that the P.D has a place to complete their training hours as the current facility will no longer be available for use.

**IF APPLICABLE**

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

Federal: \$248,305

State:

City:

Other:

**FUNDS REQUESTED**

Salaries/Benefits:

Supplies:

119-10

*Referrals:*

**COMMUNICATION**

**FROM:** Alexandra McGoldrick, Acting Director  
Central Grants & Community Development

**Re:** Grant Submission: re: State DECD Financial Assistance Grant Program:  
Brooklawn Avenue Streetscape Improvement Project.

**REFERRED FOR IMMEDIATE CONSIDERATION**

**CITY COUNCIL:** August 1, 2011

**ADOPTED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_



**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM. # 119-10 FOR IMMEDIATE CONSIDERATION (08/01/2011)

July 27, 2011

To: City Clerk  
From: Alexandra McGoldrick, Acting Director, Central Grants Office *ABM*  
Re: Resolution - State of Connecticut DECD Financial Assistance Grant Program

Attached, please find a resolution and grant summary for Immediate Consideration to the City Council.

**Grant:** State of Connecticut DECD- 2011 Financial Assistance Grant Program

**Summary:** The State of Connecticut DECD is issuing financial assistance to for economic development projects. The City of Bridgeport is seeking \$250,000 for streetscape improvements along Brooklawn Avenue (SR 59).

RECEIVED  
CITY CLERKS OFFICE  
2011 JUL 27 P 3:37  
ATTEST  
CITY CLERK



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

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

Donald C. Eversley  
Director

BILL FINCH  
Mayor  
July 27, 2011

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

**RE: Brooklawn Avenue Streetscape Improvement Project**

Dear Honorable Body:

Please find attached for your review and consideration a resolution that would authorize the Mayor to execute agreements and take all other necessary steps to utilize the funding the State of Connecticut Bond Commission has made available for this project.

This funding would be used by the City of Bridgeport to construct new esplanades, landscaping, sidewalks and other streetscape improvements along Brooklawn Ave. (SR 59) from North Ave. (US Rt 1) northward to connect with the streetscape improvements previously constructed by the Town of Fairfield along SR59.

The City of Bridgeport will not be required to provide a match or any local funding for this project.

It is requested that this matter be handled with **Immediate Consideration** at your August 1, 2011 meeting. A representative of this office will be in attendance at the meeting, prepared to discuss the matter in full detail.

Thank you for your consideration.

Sincerely,

Stephen J. Tyliszczak  
Senior Economic Development Associate

Attach.



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

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

Donald C. Eversley  
Director

**A Resolution by the Bridgeport City Council  
Regarding the  
Brooklawn Avenue Streetscape Improvement Project**

**WHEREAS**, pursuant to the provisions of the Public Act 10 – 44, Section 2(b) of the Connecticut General Statutes, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut make an application to the State for \$250,000 in order to undertake the Brooklawn Avenue Streetscape Improvement Project, and to execute an Assistance Agreement with the State of Connecticut; and

**WHEREAS**, the City of Bridgeport will have no requirements for cost sharing, or local match funding;

**NOW, THEREFORE, BE IT RESOLVED**, by the Bridgeport City Council:

That it is cognizant of the pre-conditions and pre-requisites for the state financial assistance imposed by Public Act 10 – 44, Section 2(b) of the Connecticut General Statutes; and

That the filing of an application for State financial assistance by the City of Bridgeport in an amount not to exceed \$250,000 is hereby approved and that the Mayor is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Bridgeport, Connecticut.



State of Connecticut  
Department of Economic and  
Community Development

July 22, 2011

Mr. Edward Lavernoch  
Deputy Director  
Office of Planning and Economic Development  
City of Bridgeport Annex  
999 Broad Street  
Bridgeport, CT 06605

Dear Ed:

As a follow up to our meetings and conversations between DECD and the City of Bridgeport staff regarding the Columbia Elevator, Seaview Avenue Industrial Park and Brooklawn Streetscape projects, it is of the utmost importance to expedite our processes and move the projects into the construction stage.

In a time of high unemployment in Connecticut and the Greater Bridgeport Region, the expedition of state financial assistance to the City of Bridgeport is critical to generate both the construction jobs and other full-time employment opportunities that these types of projects will create.

The quick action on the part of the city council is necessary, so that DECD can move through its Financial Assistance Proposal process and assign a closing attorney for the projects.

If you need any further assistance, please feel free to contact me directly at 860-270-8149.

Sincerely,

Peter Simmons  
Executive Director

cc: Cowlis Andrews, OBRD  
Ned Moore, ORD



## GRANT SUMMARY

PROJECT TITLE: \_\_\_\_ State of Connecticut Department of Economic and Community Development: Brooklawn Avenue Streetscape Improvement Project

RENEWAL \_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:     Alexandra B. McGoldrick    

PHONE NUMBER:   203-332-5665  

### PROJECT SUMMARY/DESCRIPTION:

The State of Connecticut is currently faced with high unemployment rates and a setback in economic prosperity. In order to combat these obstacles, The Connecticut Department of Economic and Community Development have been authorized to extend financial assistance to municipalities who create economic development projects. The City of Bridgeport is seeking to apply for \$250,000.00 in funding for the Brooklawn Avenue Streetscape Improvement Project, an intricate design and construction project aimed at improving the Brooklawn Avenue Corridor. The City is looking to undertake this development in order to construct new esplanades, landscaping, sidewalks and other streetscape improvements along Brooklawn Avenue (SR-59) from North Avenue (US Route 1) northward to connect with the streetscape improvements previously constructed by the Town of Fairfield along Route 59. The Brooklawn Streetscape Improvement Project is a vital development plan because the City of Bridgeport will be able to improve its aging infrastructure. However, the most critical element to this project is the creation of new employment opportunities for city residents. Obtaining state assistance for this development would generate new construction jobs and other full time employment opportunities in a time when job creation is essential to both the City and the region.

**Project Period:** Project Grant

### IF APPLICABLE

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

Federal:  
State: \$250,000.00  
City:  
Other: NO MATCH

FUNDS REQUESTED

Salaries/Benefits:  
Supplies:

120-10

**COMMUNICATION**

*Referrals:*

**FROM:** Alexandra McGoldrick, Acting Director  
Central Grants & Community Development

**CO-SPONSORED** by Councilman Robert P. Curwen, Sr. and Richard M. Paoletto, Jr. 138<sup>th</sup> District

**Re:** Grant Submission: re: State DECD Financial Assistance Grant Program:  
Columbia Elevators Remediation Project.

**REFERRED FOR IMMEDIATE CONSIDERATION**

**CITY COUNCIL:** August 1, 2011

**ADOPTED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_



**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM. # 120-10 FOR IMMEDIATE CONSIDERATION (08/01/2011)

July 27, 2011

To: City Clerk  
From: Alexandra McGoldrick, Acting Director, Central Grants Office  
Re: Resolution - State of Connecticut DECD Financial Assistance Grant  
Program: Columbia Elevators Remediation Project

Attached, please find a resolution and grant summary for Immediate Consideration to the City Council.

**Grant:** State of Connecticut DECD- 2011 Financial Assistance Grant Program

**Summary:** The State of Connecticut DECD is issuing financial assistance for economic development projects. The City of Bridgeport is seeking \$2,000,000.00 for the Columbia Elevator Remediation Project.

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 27 P 3:35  
ATTEST  
CITY CLERK



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

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

Donald C. Eversley  
Director

July 27, 2011

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

RE: Columbia Elevators Remediation Project

Dear Honorable Body:

Please find attached for your review and consideration a resolution that would authorize the Mayor to execute agreements and take all other necessary steps to utilize the funding the State of Connecticut has made available for this project.

The funding would be passed through to Columbia Elevator Products, Co. for its environmental remediation activities at 380 Horace Street, a property formerly occupied by Conco Medical and Casco Products. Prior to either company occupying the site, the property was contaminated by the actions of a prior owner with a large amount of incinerated landfill materials. With the State funding and other resources committed to the expense of remediation, Columbia Elevators will purchase the property and commence the necessary remediation under the supervision of the State.

The City of Bridgeport's role will be solely as a conduit for the State's funding of the remediation project. The City will hire no contractors, assume no environmental liabilities, have no requirements for cost sharing, and have no responsibilities for the potential remediation cost overruns on the project.

The resolution is co-sponsored by 138<sup>th</sup> District Councilmen Robert P. Curwen, Sr. and Richard M. Paoletto, Jr. It is requested that this matter be handled with **Immediate Consideration** at your August 1, 2011 meeting. A representative of this office will be in attendance at the meeting, prepared to discuss the matter in full detail.

Thank you for your consideration.

Sincerely,

  
Edward P. Lavernoich

Attach.

A Resolution by the Bridgeport City Council  
Regarding the  
Columbia Elevators Remediation Project

WHEREAS, pursuant to the provisions of the Urban Sites Remedial Action Program, Section 22a-113m of the Connecticut General Statutes, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut make an application to the State for \$2,000,000 in order to undertake the Columbia Elevator Remediation Project, and to execute an Assistance Agreement with the State of Connecticut; and

WHEREAS, the City of Bridgeport will hire no contractors, assume no environmental liabilities, have no requirements for cost sharing, and have no responsibilities for the potential remediation cost overruns on the project.

NOW, THEREFORE, BE IT RESOLVED, by the Bridgeport City Council:

That is it cognizant of the pre-conditions and pre-requisites for the state financial assistance imposed by Section 22a-133m of the Connecticut General Statutes; and

That the filing of an application for State financial assistance by the City of Bridgeport in an amount not to exceed \$2,000,000 is hereby approved and that the Mayor is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Bridgeport, Connecticut.



July 22, 2011

Mr. Edward Lavernoich  
Deputy Director  
Office of Planning and Economic Development  
City of Bridgeport Annex  
999 Broad Street  
Bridgeport, CT 06605

Dear Ed:

As a follow up to our meetings and conversations between DECD and the City of Bridgeport staff regarding the Columbia Elevator, Seaview Avenue Industrial Park and Brooklawn Streetscape projects, it is of the utmost importance to expedite our processes and move the projects into the construction stage.

In a time of high unemployment in Connecticut and the Greater Bridgeport Region, the expedition of state financial assistance to the City of Bridgeport is critical to generate both the construction jobs and other full-time employment opportunities that these types of projects will create.

The quick action on the part of the city council is necessary, so that DECD can move through its Financial Assistance Proposal process and assign a closing attorney for the projects.

If you need any further assistance, please feel free to contact me directly at 860-270-8149.

Sincerely,

Peter Simmons  
Executive Director

cc: Cowlis Andrews, OBRD  
Ned Moore, ORD



State of Connecticut  
Department of Economic and  
Community Development



## GRANT SUMMARY

PROJECT TITLE: \_\_\_\_\_ State of Connecticut Department of Economic and Community Development: Columbia Elevators Remediation Project

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: \_\_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER:   203-332-5665  

### PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking \$2,000,000.00 through the State of Connecticut Department of Economic and Community Development for the Columbia Elevators Remediation Project. The funding will be passed through to Columbia Elevator Products, Co. for environmental activities at 380 Horace Street, a property formally occupied by Conco Medical and Casco Products. With state funding, Columbia Elevator Products will purchase the property and begin the remediation process under State supervision.

**Project Period:** Project Grant

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$2,000,000.00	Supplies:
City:	
Other: NO MATCH	

121-10

*Referrals:*

**COMMUNICATION**

**FROM:** Alexandra McGoldrick, Acting Director  
Central Grants & Community Development

**Re:** Grant Submission: re: State DECD Financial Assistance Grant Program:  
Seaview Industrial Park Project.

**REFERRED FOR IMMEDIATE CONSIDERATION**

**CITY COUNCIL:** August 1, 2011

**ADOPTED:** \_\_\_\_\_

**ATTEST:** 

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
MAYOR



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM # 121-10 FOR IMMEDIATE CONSIDERATION (08/01/2011)

July 27, 2011

To: City Clerk  
From: Alexandra McGoldrick, Acting Director, Central Grants Office  
Re: Resolution - State of Connecticut DECD Financial Assistance Grant  
Program, Seaview Industrial Park Project

Attached, please find a resolution and grant summary for Immediate Consideration to the City Council.

**Grant:** State of Connecticut DECD- 2011 Financial Assistance Grant Program

**Summary:** The State of Connecticut DECD is awarding financial assistance for economic development projects. The City of Bridgeport is seeking \$450,000.00 in order to continue development of the Seaview Industrial Park Project.

RECEIVED  
CITY CLERK'S OFFICE  
2011 JUL 27 P 3:36  
QUEST  
CITY CLERK



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

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

Donald C. Eversley  
Director

July 27, 2011

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

**RE: Seaview Industrial Park Project**

Dear Honorable Body:

Please find attached for your review and consideration a resolution that would authorize the Mayor to execute agreements and take all other necessary steps to utilize the funding the State of Connecticut has made available for this project.

The funding would be used by the City of Bridgeport in cooperation with the Bridgeport Economic Development Corporation to complete the infrastructure improvements, including sidewalks, roadways, lighting, fencing, landscaping and utilities necessary to complete the Seaview Industrial Park.

The City of Bridgeport will not be required to provide a match or any local funding for this project.

It is requested that this matter be handled with **Immediate Consideration** at your August 1, 2011 meeting. A representative of this office will be in attendance at the meeting, prepared to discuss the matter in full detail.

Thank you for your consideration.

Sincerely,

Stephen J. Tyliszczak  
Senior Economic Development Associate

Attach.



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

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

Donald C. Eversley  
Director

**A Resolution by the Bridgeport City Council  
Regarding the  
Seaview Industrial Park Project**

**WHEREAS**, pursuant to the provisions of Section 33 of Public Act No. 90-270 of the General Assembly of the State of Connecticut, as amended (An Act concerning the Authorization of Bonds of the State for Economic Development and Manufacturing Assistance and Defense Diversification Projects), the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

**WHEREAS**, the State Bond commission has voted to approve a request of the Department of Economic and Community Development for the reauthorization of unexpended funds previously authorized and allocated for Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut make an application to the State for \$450,000 in order to continue the development of the Seaview Industrial Park Project, to finance the completion of roadways, infrastructure and site improvements at the Seaview Industrial Park, and to execute an Assistance Agreement with the State of Connecticut; and

**WHEREAS**, the City of Bridgeport, acting in concert with the Bridgeport Economic Development Corporation will have no requirements for cost sharing or any requirements for any additional local match; and have no responsibilities for any potential cost overruns on the project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Bridgeport City Council:

That is it cognizant of the pre-conditions and pre-requisites for the state financial assistance imposed by Section 33 of Public Act No. 90-270 of the Connecticut General Statutes; and

That the filing of an application for State financial assistance by the City of Bridgeport in an amount not to exceed \$450,000 is hereby approved and that the Mayor is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Bridgeport, Connecticut.



DECD

State of Connecticut  
Department of Economic and  
Community Development

July 22, 2011

Mr. Edward Lavernoch  
Deputy Director  
Office of Planning and Economic Development  
City of Bridgeport Annex  
999 Broad Street  
Bridgeport, CT 06605

Dear Ed:

As a follow up to our meetings and conversations between DECD and the City of Bridgeport staff regarding the Columbia Elevator, Seaview Avenue Industrial Park and Brooklawn Streetscape projects, it is of the utmost importance to expedite our processes and move the projects into the construction stage.

In a time of high unemployment in Connecticut and the Greater Bridgeport Region, the expedition of state financial assistance to the City of Bridgeport is critical to generate both the construction jobs and other full-time employment opportunities that these types of projects will create.

The quick action on the part of the city council is necessary, so that DECD can move through its Financial Assistance Proposal process and assign a closing attorney for the projects.

If you need any further assistance, please feel free to contact me directly at 860-270-8149.

Sincerely,

Peter Simmons  
Executive Director

cc: Cowlis Andrews, OBRD  
Ned Moore, ORD



## GRANT SUMMARY

PROJECT TITLE: \_\_\_\_\_ State of Connecticut Department of Economic and Community  
Development: Seaview Industrial Park Project

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: \_\_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER:   203-332-5665  

### PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking funding of \$450,000.00 in order to complete the infrastructure improvements, including sidewalks, roadways, lighting, fencing, landscaping and utilities necessary to complete the Seaview Avenue Industrial Park. The continuation of the Seaview Industrial Park Project would be implemented by the City of Bridgeport along with the Bridgeport Economic Development Corporation and will have no requirements for cost sharing or any requirements for any additional local match.

**Project Period:** Project Grant.

### IF APPLICABLE

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

Federal:

State: \$450,000.00

City:

Other: NO MATCH

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

**\*81-10 Consent Calendar**

Application for Driveway Permit: #1775 Reservoir Avenue - Wilber Cross Elementary School.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: August 1, 2011**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Shirley A. [Signature]*

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

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

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

## **\*81-10 Consent Calendar**

### **RESOLUTION OF THE BRIDGEPORT CITY COUNCIL Regarding the Width of the Driveways For the Wilbur Cross Elementary School Project:**

**Whereas**, the City of Bridgeport, acting through its School Building Committee, has undertaken a School Construction project resulting in reconfiguring the school's entrance drives; and

**Whereas**, City ordinance Section 12.08.030 regarding "Restrictions as to Driveways: effectively limits driveway openings widths to 20' at the property line; and

**Whereas**, the proposed school building's two driveways are designed to meet the requirements to accommodate cars, delivery vehicles, buses and city fire apparatus that have a turning radii that mandate turning widths to be wider than those permitted under this ordinance; and

**Whereas**, the "southern driveway" needs a width of 54' 9" plus turning radius to accommodate one lane entering the property and on lane exiting the property; and

**Whereas**, this driveway opening is necessary to accommodate the access requirements for the existing school; and

**Whereas**, the City's Fire Department and national traffic circulations industrial standards with regards to point of egress to public sites are designed to protect the life, health and safety of the citizenry; Now, therefore, be it

**Resolved**, that the Bridgeport City Council hereby acknowledges the access issues described above associated with this site and therefore, waives section 12.08.030 and its associated restrictions on the proposed southern driveway for the Wilbur Cross Elementary School project located at 1775 Reservoir Ave, Bridgeport, Connecticut.



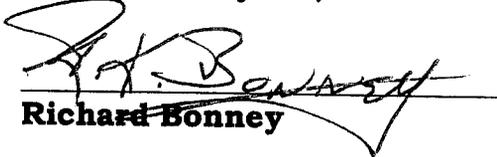
Report of Committee on Public Safety and Transportation  
**\*81-10 CONSENT CALENDAR**

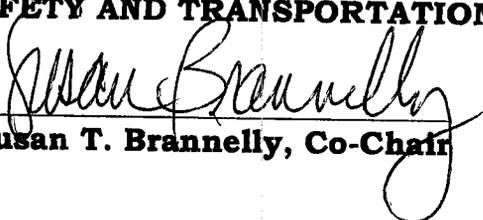
-2-

Respectfully submitted,

**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

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

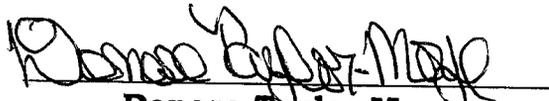
  
\_\_\_\_\_  
**Richard Bonney**

  
\_\_\_\_\_  
**Susan T. Brannelly, Co-Chair**

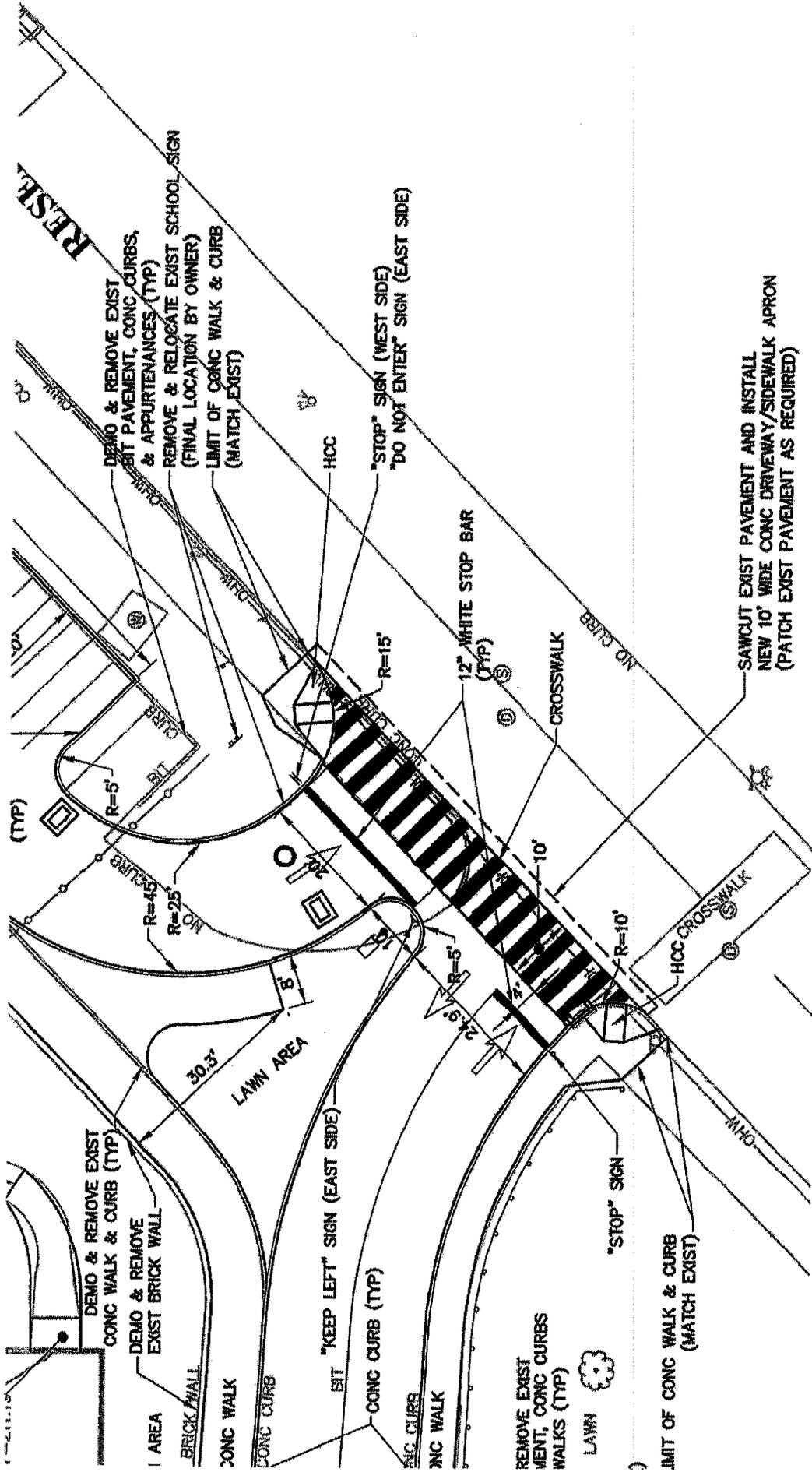
\_\_\_\_\_  
**Anderson Ayala**

\_\_\_\_\_  
**M. Evette Brantley**

\_\_\_\_\_  
**Manuel Ayala**

  
\_\_\_\_\_  
**Denese Taylor-Moye**

City Council Date: August 1, 2011



DEMO & REMOVE EXIST  
BIT PAVEMENT, CONC CURBS,  
& APPURTENANCES (TYP)  
REMOVE & RELOCATE EXIST SCHOOL SIGN  
(FINAL LOCATION BY OWNER)  
LIMIT OF CONC WALK & CURB  
(MATCH EXIST)

"STOP" SIGN (WEST SIDE)  
"DO NOT ENTER" SIGN (EAST SIDE)

SAWCUT EXIST PAVEMENT AND INSTALL  
NEW 10' WIDE CONC DRIVEWAY/SIDEWALK APRON  
(PATCH EXIST PAVEMENT AS REQUIRED)

DEMO & REMOVE EXIST  
CONC WALK & CURB (TYP)  
DEMO & REMOVE  
EXIST BRICK WALL

"KEEP LEFT" SIGN (EAST SIDE)

"STOP" SIGN

LIMIT OF CONC WALK & CURB  
(MATCH EXIST)

REMOVE EXIST  
PAVEMENT, CONC CURBS  
& WALKS (TYP)

RESURFACING

CONC DRIVEWAY





**\*93-10 Consent Calendar**

Grant Submission: re: 2010 Long Island Sound  
Futures Fund Grant.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: August 01, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

---

---

Approved: \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

**\*93-10 Consent Calendar**

**WHEREAS**, the National Fish & Wildlife Foundation is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the Long Island Sound Futures Fund (2010); and

**WHEREAS**, funds under this grant will be used to provide restore the cement apron and will provide the construction funds for the fish ramp project; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the National Fish & Wildlife Foundation in an amount not to exceed \$60,425; Now, therefore be it

**RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the National Fish & Wildlife Foundation for funds.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the National Fish & Wildlife Foundation for the Long Island Sound Futures Fund (2010), to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment  
**\*93-10 Consent Calendar**

-2-

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

Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman

Lydia N. Martinez

Warren Blunt

Anderson Ayala

Michelle A. Lyons

M. Evette Brantley

**\*106-10 Consent Calendar**

Grant Submission: re: 2012 Southwestern Connecticut Agency on Aging (SWCAA) for an Elderly Hispanic Grant Program.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: August 01, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*106-10 Consent Calendar**

**WHEREAS**, the Southwestern Ct Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the Southwestern Ct Agency on Aging Title III funds; and

**WHEREAS**, funds under this grant will be used to provide Information and Referral Services to Seniors in Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$17,366; Now, therefore be it

## **RESOLVED BY THE City Council:**

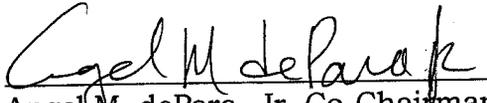
1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging for funds to provide Information and Referral Services to Seniors.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for the Information and Referral Services to Seniors and, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

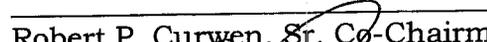


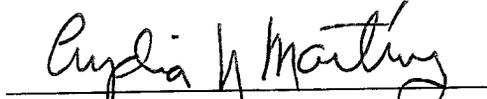
Report of Committee on ECD and Environment  
**\*106-10 Consent Calendar**

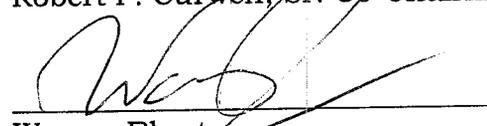
-2-

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

  
Angel M. dePara, Jr. Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

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

\_\_\_\_\_  
M. Evette Brantley

**\*107-10 Consent Calendar**

Grant Submission: re: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for a Senior Transportation Services Grant.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: August 01, 2011**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Heidi A. Kenna*

City Clerk

---

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

**\*107-10 Consent Calendar**

**WHEREAS**, the Southwestern Ct Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the Southwestern Ct Agency on Aging Title III funds; and

**WHEREAS**, funds under this grant will be used to provide Senior Transportation Services in Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$21,750; Now, therefore be it

**RESOLVED BY THE City Council:**

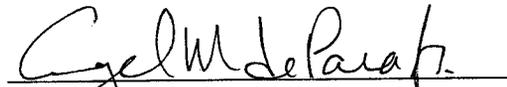
1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging for funds to provide dispatch transportation services to seniors.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for the Senior Transportation Services, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



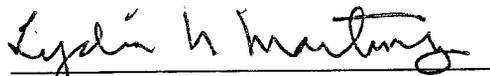
Report of Committee on ECD and Environment  
**\*107-10 Consent Calendar**

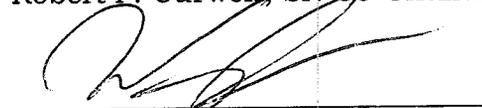
-2-

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

  
\_\_\_\_\_  
Angel M. dePara, Jr. Co-Chairman

\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

  
\_\_\_\_\_  
Lydia N. Martinez

  
\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

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

\_\_\_\_\_  
M. Evette Brantley

**\*108-10 Consent Calendar**

Grant Submission: re: 2011-2012 Southwestern Connecticut Agency on Aging (SWCAA) for an East Side Senior Center Services Grant.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

Submitted: August 01, 2011

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

*City Clerk*

---

---

Approved \_\_\_\_\_

*Mayor*

---

---



# City of Bridgeport, Connecticut

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

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

**\*108-10 Consent Calendar**

**WHEREAS**, the Southwestern Ct Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a grant for the East Side Senior Center; and

**WHEREAS**, funds under this grant will be used to provide social, cultural and health services for seniors; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$17,894 for the purpose of providing social, cultural and health services for seniors; Now, therefore be it

**RESOLVED BY THE City Council:**

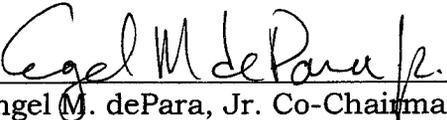
1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging to provide social, cultural and health services for seniors; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for a grant for the East Side Senior Center, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

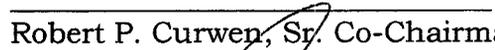


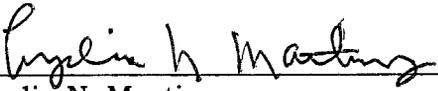
Report of Committee on ECD and Environment  
**\*108-10 Consent Calendar**

-2-

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

  
\_\_\_\_\_  
Angel M. dePara, Jr. Co-Chairman

  
\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

  
\_\_\_\_\_  
Lydia N. Martinez

  
\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

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

\_\_\_\_\_  
M. Evette Brantley

**\*109-10 Consent Calendar**

Grant Submission: re: State of Connecticut OPM,  
Transit Oriented Development (TOD) Pilot Program.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: August 01, 2011**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*109-10 Consent Calendar**

**WHEREAS**, the State of Connecticut has authorized funding for a TOD planning grant available from the Transit-Oriented Development (TOD) Pilot Program, authorized under Section 67 of Public Act 07-7 of the June 2007 Special Session; and

**WHEREAS**, under the terms of this application, the City must enter into a MOU with our respective regional planning organization, in this case the Greater Bridgeport Regional Council, as stipulated within the authorizing legislation; and

**WHEREAS**, The City of Bridgeport has initiated a development strategy for a north - south segment of the City known as the East Bridgeport Development Corridor beginning at Pleasure Beach and extending northward crossing I-95, the MN Railroad, and US Rt.1, encompassing hundreds of acres and holding the potential for new transportation, housing and business development opportunities; and

**WHEREAS**, the City has previously received a federal grant in the amount of \$189,000 as part of the Sustainable Communities Initiative to develop a new East Bridgeport P.T. Barnum Train Station; and

**WHEREAS**, this TOD Grant Application affords the City the opportunity to build upon the prior federal award and develop a Transit Oriented Development Overlay Plan for this area; and

**WHEREAS**, under the terms of this Grant, joint applications or applications supporting surrounding communities may be developed; Now, therefore be it

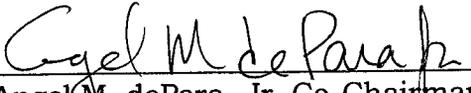
**RESOLVED**, that the City Council of the City of Bridgeport, authorizes the Mayor, Bill Finch, to apply to the State of Connecticut for the TOD planning grant, either individually or in cooperation with surrounding municipalities, enter into a Memorandum of Understanding (MOU) with the Greater Bridgeport Regional Council, and execute all documents and take all actions necessary to accomplish same.



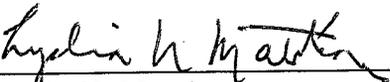
Report of Committee on ECD and Environment  
**\*109-10 Consent Calendar**

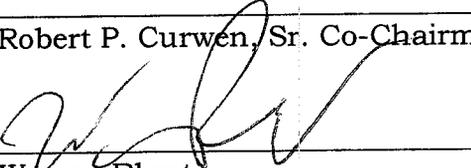
-2-

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

  
\_\_\_\_\_  
Angel M. dePara, Jr. Co-Chairman

\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

  
\_\_\_\_\_  
Lydia N. Martinez

  
\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

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

\_\_\_\_\_  
M. Evette Brantley

**\*110-10 (Ref. #35-10) Consent Calendar**

Consolidated Plan for Housing and Community Development Program Year 37 Annual Action Plan Community Development Block Grant Program Substantial Amendment.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: August 1, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

*City Clerk*

---

---

Approved \_\_\_\_\_

*Mayor*

---

---



# City of Bridgeport, Connecticut

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

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

**\*110-10 (Ref. #35-10) Consent Calendar**

CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT  
PROGRAM YEAR 37 ANNUAL ACTION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SUBSTANTIAL AMENDMENT

RESOLUTION

**WHEREAS**, the City of Bridgeport, Connecticut submitted its Annual Action Plan for PY 37 for the Community Development Block Grant Program on May 13, 2011 to the U.S. Department of Housing and Urban Development (HUD) without benefit of having its final entitlement allocations and for planning purposes had conducted its citizen participation process utilizing an amount at 30% below the PY36 allocation; and

**WHEREAS**, the City Council submitted the Annual Action Plan for PY 37 with a strategy for how it would deal with an increase or a decrease in the final allocations for the four formula grant programs; and

**WHEREAS**, the strategy articulated that an increase in the entitlement grants would be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY 37 process; and

**WHEREAS**, the City received the following additional funds for PY 37 and per the City Council resolution put those funds into a Contingency Account;

Community Development Block Grant Program	\$484,537
Emergency Shelter Grant Program	\$ 44,256
HOME Program	\$280,013
HOPWA Program	\$239,710

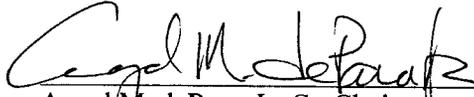
**NOW, THEREFORE BE IT RESOLVED**, that the Contingency Account be allocated to the following projects based upon the criteria set by the City Council:



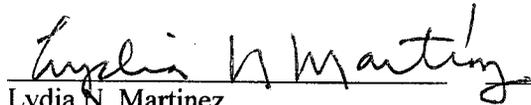
Report of Committee on ECD and Environment  
\*110-10 (Ref. #35-10) Consent Calendar

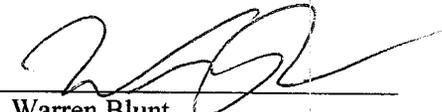
-2-

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

  
Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

Anderson Ayala

Michelle A. Lyons

M. Evette Brantley

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development  
 SUBSTANTIAL AMMENDMENT

City Council Vote  
 August 1, 2011

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend (reprogram)	Year 37 ECDE Recommend	Final Council Approval (reprogram)	Final Council Approval	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
	<b>PUBLIC SERVICES</b>										
	<b>15% Maximum of CDBG Allocation (\$278,701)</b>										
45	Affordable Housing Centers	\$80,000	\$0	\$0	0	0			\$0	\$0	\$0
56	American Red Cross	\$10,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
40	BHA North End Summer Program	\$12,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
41	BHA Unique and Unified	\$20,000	\$7,000	\$7,000	\$7,000	\$7,000			\$7,000	\$1,180	\$1,180
61	BPT YMCA South End Comm. Center	\$22,000	\$8,000	\$8,000	\$8,000	\$8,000			\$0	\$0	\$0
38	Bridgeport Neighborhood Trust Homeownership Program	\$150,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
36	Caroline House	\$20,043	\$0	\$0	\$0	\$0			\$0	\$0	\$0
13	Child Guidance Center SIHRY	\$40,000	\$5,000	\$5,000	\$5,000	\$5,000			\$5,000	\$5,000	\$5,000
C9	CoB Dept. on Aging Senior Center Program	\$39,000	\$33,000	\$33,000	\$37,729	\$37,729			\$5,000	\$5,000	\$5,000
C5	CoB East Side Senior Center RENTAL	\$40,000	\$0	\$0	\$40,000	\$40,000			\$0	\$0	\$0
C6	CoB East Side Senior Center PROGRAM	\$20,000	\$5,000	\$5,000	\$0	\$0			\$0	\$0	\$0
C7	CoB Human Resources YSB Grant Match	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000			\$0	\$5,000	\$5,000
C28	CoB Mayor's Conservation Corp.	\$98,285	\$71,000	\$71,000	\$74,408	\$74,408			\$0	\$0	\$0
C21	CoB ONR NRZ Leadership Training	\$25,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
C27	CoB ONR East End NRZ	\$5,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
C22	CoB East Side NRZ	\$15,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
C23	CoB OPED ONR Financial Literacy	\$60,000	\$0	\$0	\$6,000	\$6,000			\$0	\$0	\$0
C4	CoB Office of Person's w/Disabilities	\$40,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
C8	CoB Parks/Recreation Senior Programs	\$15,000	\$30,886	\$30,886	\$46,035	\$46,035			\$0	\$0	\$0
C19	CoB Social Services Department - Landlord/Tenant Program	\$5,000	\$0	\$0	\$0	\$0			\$0	\$9,000	\$9,000
C13	CoB SS Emergency Relocation	\$55,000	\$40,000	\$40,000	\$2,500	\$2,500			\$2,500	\$0	\$0
C3	CoB Veteran's Affairs	\$48,933	\$33,000	\$33,000	\$55,110	\$55,110			\$0	\$0	\$0
51	CRRA Garbage Museum	\$16,800	\$0	\$0	\$0	\$0			\$14,000	\$14,000	\$14,000
10	CT Free Shakespeare/Dandelion Prod.	\$24,885	\$0	\$0	\$0	\$0			\$4,180	\$0	\$0
64	Beardley Zoo Wild Assemblies	\$15,500	\$0	\$0	\$5,000	\$5,000			\$0	\$0	\$0
60	Downtown Cabaret	\$26,100	\$0	\$0	\$3,828	\$3,828			\$5,000	\$2,000	\$2,000
9	FSW	\$15,000	\$0	\$0	\$5,000	\$5,000			\$2,000	\$4,000	\$4,000
3	GBAPP	\$10,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
35	Groundwork Bridgeport	\$20,307	\$10,000	\$10,000	\$6,091	\$6,091			\$0	\$0	\$0
8	Hall Neighborhood House Ella Jackson Senior Center	\$70,000	\$8,000	\$8,000	\$8,000	\$8,000			\$0	\$10,000	\$10,000
5	IDEA for Autism	\$32,500	\$0	\$0	\$0	\$0			\$0	\$0	\$0
11	McGivney Center	\$12,000	\$5,000	\$5,000	\$4,000	\$4,000			\$4,000	\$0	\$0
27	ML Aery Development Corp.	\$14,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
71	New Beginning Ministry	\$60,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0
14	North End Community Council	\$15,000	\$10,000	\$10,000	\$0	\$0			\$7,500	\$7,500	\$7,500
44	Operation Hope	\$16,000	\$0	\$0	\$0	\$0			\$0	\$0	\$0

RECEIVED  
 CITY CLERK'S OFFICE

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

City Council Vote  
 August 1, 2011

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
12	Original Works Inc.	\$35,000	\$5,000		\$3,000		\$3,000		\$2,500	\$0	\$0
82	PWOT Ministries	\$17,000	\$5,000		\$0		\$0		\$0	\$0	\$0
62	BPT Police Athletic League	\$20,000	\$5,000		\$3,000		\$3,000		\$0	\$0	\$0
57	Prayer Tabernacle Church of Love	\$85,000	\$15,315		\$0		\$0		\$0	\$0	\$0
58	Prayer Tabernacle Church of Love	\$167,000	\$20,000		\$0		\$0		\$0	\$0	\$0
73	Ralphola Taylor Comm. Center	\$57,953	\$20,000		\$9,000		\$9,000		\$11,000	\$10,000	\$10,000
76	Sickle Cell	\$10,000	\$0		\$2,500		\$2,500		\$2,500	\$0	\$0
79	SWAHEC Give Kids a Smile	\$2,500	\$2,500		\$0		\$0		\$2,500	\$0	\$0
84	Taste and See Outreach Ministries	\$50,000	\$0		\$0		\$0		\$0	\$0	\$0
47	United Congregational Church Community Supper Prgm	\$8,320	\$0		\$2,500		\$2,500		\$3,000	\$0	\$0
49	United Congregational Church Project Learn	\$15,000	\$0		\$0		\$0		\$0	\$0	\$0
72	VIP College Preparation	\$46,400	\$0		\$5,000		\$5,000		\$0	\$0	\$0
	<b>PUBLIC SERVICES SUBTOTAL</b>	<b>\$1,722,526</b>	<b>\$378,701</b>		<b>\$378,701</b>		<b>\$378,701</b>		<b>\$72,680</b>	<b>\$72,680</b>	<b>\$72,680</b>
	<b>HOUSING</b>										
C31	CG&CD Housing Program Delivery	\$140,000	\$0	\$140,000	\$0	\$140,000	\$140,000	\$0	\$0	\$0	\$0
C1	CG&CD Lead Free Families	\$25,000	\$0	\$25,000	\$0	\$25,000	\$25,000	\$0	\$0	\$0	\$0
C33	CG&CD Residential Rehab Program	\$250,000	\$0	\$75,000	\$0	\$175,000	\$0	\$175,000	\$0	\$0	\$0
C10	CoB Housing/Commercial Code	\$143,148	\$110,000	\$0	\$109,225	\$0	\$109,225	\$0	\$0	\$0	\$0
C11	CoB Lead Poisoning Prevention	\$159,103	\$159,103	\$0	\$144,388	\$0	\$144,388	\$0	\$0	\$0	\$0
C20	CoB ONR Residential Rehab Program	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	The Kennedy Center	\$164,015	\$0	\$164,015	\$0	\$0	\$0	\$0	\$164,015	\$54,176	\$54,176
23	Mutual Housing of SW CT	\$45,000	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Supportive Housing Works	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	Third Stone Ridge	\$225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
30	Unity Heights	\$240,000	\$0	\$0	\$0	\$185,000	\$0	\$185,000	\$0	\$0	\$0
	<b>HOUSING SUBTOTAL</b>	<b>\$1,806,266</b>	<b>\$269,103</b>	<b>\$449,015</b>	<b>\$418,613</b>	<b>\$360,000</b>	<b>\$418,613</b>	<b>\$360,000</b>	<b>\$164,015</b>	<b>\$129,176</b>	<b>\$129,176</b>

Program Year 37 Funding Requests and Allocations  
Department of Central Grants and Community Development

SUBSTANTIAL\_AMMENDMENT

City Council Vote  
August 1, 2011

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval	
<b>PUBLIC FACILITIES/INFRASTRUCTURE</b>												
22	ABCD Freeman Homes	\$175,800	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	
78	African American Historical Association	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
77	Ark of Christ Ministries, Building Improvements	\$15,000	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
75	Bridgeport Community Land Trust, 12 new gardens	\$108,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
16	Cardinal Shehan Center Building Repairs	\$22,525	\$0	\$20,000	\$22,525	\$0	\$22,525	\$0	\$0	\$0	\$0	
C16	CoB OPED ONR NRZ Improvement Projects	\$1,973,600	\$250,540	\$350,108	\$8,705	\$97,357	\$8,705	\$97,357	\$100,000	\$160,773	\$160,773	
C24	CoB Parks and Recreation Tree Planting Program	\$119,000	\$20,000	\$0	\$99,000	\$0	\$99,000	\$0	\$0	\$0	\$0	
C25	CoB Parks and Recreation Glenwood Park Tennis Courts	\$300,000	\$0	\$100,000	\$0	\$180,000	\$0	\$180,000	\$0	\$0	\$0	
C26	CoB Parks and Recreation Public Park Improvements	\$92,000	\$29,200	\$0	\$0	\$92,000	\$0	\$92,000	\$0	\$0	\$0	
63	GBAPP	\$71,077	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	
7	Hall Neighborhood House HVAC	\$20,000	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$10,000	\$10,000	
4	IDEA for Autism	\$50,750	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$0	\$0	\$0	
37	Liberation Programs	\$40,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
53	McGivney Center	\$78,110	\$0	\$50,000	\$0	\$30,000	\$0	\$30,000	\$20,000	\$0	\$0	
46	Neighborhood Studios of Ffid County	\$30,770	\$0	\$0	\$0	\$15,000	\$0	\$15,000	\$0	\$15,000	\$15,000	
42	Recovery Network of Programs	\$22,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
83	Taste & See Outreach	\$106,715	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
24	United Cerebral Palsy	\$41,566	\$0	\$0	\$0	\$41,566	\$0	\$41,566	\$0	\$0	\$0	
	<b>PUBLIC FACILITY/INFRASTRUCTURE SUBTOTAL</b>	<b>\$3,367,663</b>	<b>\$299,740</b>	<b>\$598,108</b>	<b>\$130,230</b>	<b>\$545,923</b>	<b>\$130,230</b>	<b>\$545,923</b>	<b>\$120,000</b>	<b>\$185,773</b>	<b>\$185,773</b>	
<b>ECONOMIC DEVELOPMENT</b>												
74	Community Capital Fund Business Loan Fund	\$250,000	\$0	\$50,000	\$47,000	\$0	\$47,000	\$0	\$30,934	\$0	\$0	
C14	CoB OPED Small Business Gap Fund	\$200,000	\$100,000	\$0	\$0	\$125,000	\$0	\$125,000	\$0	\$0	\$0	
C15	CoB OPED, Storefront Improvement Program	\$150,000	\$0	\$100,000	\$0	\$125,000	\$0	\$125,000	\$0	\$0	\$0	
69	Greater BPT Community Enterprises Mattress Recycling	\$163,000	\$50,000	\$0	\$0	\$100,000	\$0	\$100,000	\$0	\$0	\$0	
	<b>ECONOMIC DEVELOPMENT SUBTOTAL</b>	<b>\$763,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$47,000</b>	<b>\$350,000</b>	<b>\$47,000</b>	<b>\$350,000</b>	<b>\$30,934</b>	<b>\$0</b>	<b>\$0</b>	
<b>ANTI-BLIGHT</b>												
C18	CoB OPED ONR Demolition	\$175,000	\$0	\$58,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	<b>SUBTOTAL</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$58,800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>PLANNING/ADMIN</b>												
<b>MAX=20% CDBG ALLOCATION - (\$504,935)</b>												
39	Seaside Village Homes	\$128,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
C17	CoB ONR NRZ Planning - Reservoir and Phase II Black Rock	\$88,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
C32	CG&CD CDBG Administration	\$649,202	\$504,935	\$504,935	\$504,935	\$504,935	\$504,935	\$504,935	\$96,907	\$96,907	\$96,907	
	<b>Planning/Admin SUBTOTAL</b>	<b>\$865,202</b>	<b>\$504,935</b>	<b>\$504,935</b>	<b>\$504,935</b>	<b>\$504,935</b>	<b>\$504,935</b>	<b>\$504,935</b>	<b>\$96,907</b>	<b>\$96,907</b>	<b>\$96,907</b>	

Program Year 37 Funding Requests and Allocations  
Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

City Council Vote  
August 1, 2011

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
	<b>SECTION 108</b>									
	Section 108 Loan Repayment	1,045,196	\$922,196			\$1,045,196		\$0	\$0	\$0
	<b>Section 108 SUBTOTAL</b>	<b>\$1,045,196</b>	<b>\$922,196</b>			<b>\$1,045,196</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>GRAND TOTAL CD&amp;G</b>		<b>\$2,524,875</b>	<b>\$1,255,923</b>	<b>\$1,255,923</b>	<b>\$2,524,875</b>	<b>\$1,255,923</b>	<b>\$484,536</b>	<b>\$484,536</b>	<b>\$484,536</b>
	<b>EMERGENCY SHELTER GRANT</b>									
	<b>CANNOT EXCEED \$1,011,866</b>									
20	ABCD Energy Assistance	\$90,339	\$16,400			\$15,000		\$18,128	\$18,128	\$18,128
21	ABCD Rental Assistance	\$90,339	\$16,400			\$15,000		\$18,128	\$18,128	\$18,128
19	ABCD St. Stephen's	\$41,600	\$9,000			\$6,366		\$0	\$0	\$0
33	Alpha Community Services	\$50,000	\$17,066			\$25,000		\$0	\$0	\$0
81	Ark of Christ Ministries	\$18,466	\$0			\$0		\$0	\$0	\$0
68	Bpt. Tabernacle SDA	\$24,200	\$5,000			\$5,000		\$0	\$3,000	\$3,000
C2	COB Human Services Veterans Food Pantry	\$25,000	\$3,000			\$5,000		\$0	\$0	\$0
85	East End Community Council	\$10,000	\$2,000			\$2,500		\$2,500	\$2,500	\$2,500
1	Frank Habansky Food Pantry	\$10,000	\$4,000			\$5,000		\$0	\$0	\$0
2	Greater Bpt. Adolescent Pregnancy Program	\$26,364	\$8,000			\$3,500		\$0	\$0	\$0
28	Healing Tree Kings Pantry	\$30,000	\$8,000			\$5,000		\$3,000	\$0	\$0
15	North End Community Council	\$10,000	\$3,000			\$2,500		\$2,500	\$2,500	\$2,500
59	Prayer Tabernacle Church of Love	\$70,000	\$0			\$0		\$0	\$0	\$0
43	Recovery Network of Programs/Heat Timer	\$6,000	\$0			\$0		\$0	\$0	\$0
54	Refocus Outreach Ministry/Bright Space	\$12,480	\$0			\$0		\$0	\$0	\$0
50	United Congregation Church/feel the Warmth	\$28,707	\$0			\$0		\$0	\$0	\$0
48	United Congregation/Feel the Warmth Food Pantry	\$15,000	\$3,000			\$5,000		\$0	\$0	\$0
C29	C G & C D Administration	\$7,000	\$7,000			\$7,000		\$0	\$0	\$0
	<b>TOTAL</b>	<b>\$585,495</b>	<b>\$101,866</b>			<b>\$101,866</b>		<b>\$44,256</b>	<b>\$44,256</b>	<b>\$44,256</b>
	<b>HOPWA</b>									
	<b>CANNOT EXCEED \$592,353</b>									
31	AIDS Project Greater Danbury	\$114,000.00	\$101,000			\$75,000		\$26,000	\$26,000	\$26,000
34	Alpha Community Services	\$40,000.00	\$0			\$0		\$0	\$0	\$0
80	Ark of Christ Ministry/Counseling Center	\$6,700.00	\$0			\$0		\$0	\$0	\$0
18	Catholic Charities/Scattered Site Housing	\$217,000.00	\$68,000			\$70,000		\$96,519	\$96,519	\$96,519
17	Chemical Abuse Services Agency	\$98,462.00	\$53,000			\$43,000		\$20,000	\$20,000	\$20,000
32	Mid Fairfield AIDS Project	\$153,000.00	\$125,000			\$120,000		\$10,000	\$10,000	\$10,000
52	Recovery Network of Programs/Prospect House	\$130,634.00	\$77,000			\$80,000		\$20,000	\$20,000	\$20,000
55	Refocus Outreach Ministry, Inc	\$85,369.00	\$40,966			\$75,000		\$10,000	\$10,000	\$10,000
6	St. Luke's Community Service	\$182,968.00	\$101,000			\$111,583		\$50,000	\$50,000	\$50,000
C30	CG&CD Administration	\$26,387.00	\$26,387			\$17,770		\$7,191	\$7,191	\$7,191

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

SUBSTANTIAL AMMENDMENT

City Council Vote  
 August 1, 2011

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)	Year 37 Substantial Amendment Citizen Union Recommendation	Year 37 Substantial Amendment ECDE Recommendation	Year 37 Substantial Amendment Final Council Approval
	TOTAL	\$1,054,520	\$592,353		\$592,353		\$592,353		\$239,710	\$239,710	\$239,710
	<b>HOME ALLOCATION PLAN</b>										
	<u>CANNOT EXCEED \$1,072,062</u>										
	Administration (10%)	\$107,206	\$107,206		\$107,206		\$107,206		\$28,001	\$28,001	\$28,001
	Rental Production	\$800,000	\$800,000		\$800,000		\$800,000		\$252,012	\$252,012	\$252,012
	Home Ownership Activities	\$164,856	\$164,856		\$164,856		\$164,856		\$0	\$0	\$0
		\$1,072,062	\$1,072,062		\$1,072,062		\$1,072,062		\$280,013	\$280,013	\$280,013

**\*91-10 Consent Calendar**

Appointment of Jack O. Banta (D) to the Harbor  
Commission.

---

---

**Report  
of  
Committee  
on  
Miscellaneous Matters**

---

**Submitted: August 1, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

*City Clerk*

---

---

Approved \_\_\_\_\_

*Mayor*

---

---



# City of Bridgeport, Connecticut

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

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

**\*91-10 Consent Calendar**

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

**NAME**

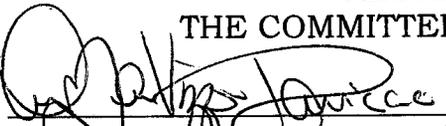
**TERM EXPIRES**

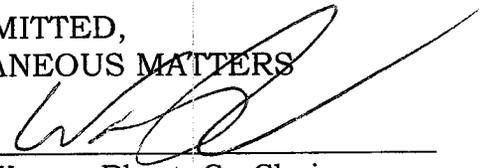
Jack O. Banta (D)  
20 Cole Street  
Bridgeport, CT 06604

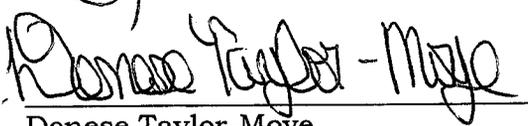
December 31, 2012

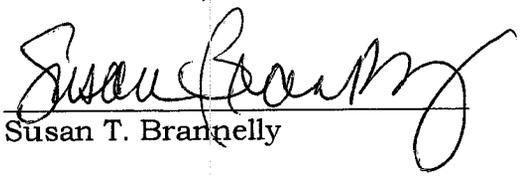
\*This will replace seat held by Thomas Lattin.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, Co-Chair

  
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Robert Walsh

**\*100-10 Consent Calendar**

Appointment of Michael Andre (U) to the Harbor  
Commission.

---

---

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

---

**Submitted: August 1, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*100-10 Consent Calendar**

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

### **NAME**

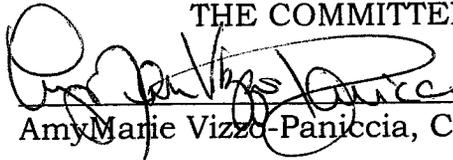
### **TERM EXPIRES**

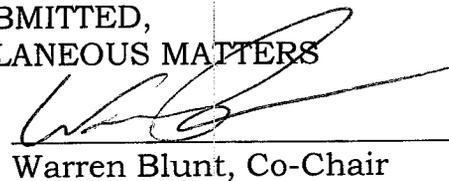
Michael Andre (U)  
80 Ferris Street  
Bridgeport, CT 06605

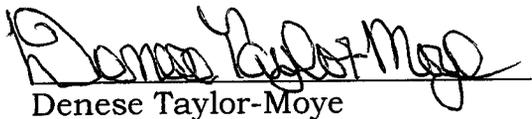
September 30, 2014

\*This will replace the seat held by Jerome Bost.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Paniccia, Co-Chair

  
Warren Blunt, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Brannelly

\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Robert Walsh

**\*102-10 Consent Calendar**

Workers' Compensation Full and Final Stipulation  
with Thomas Lombard.

---

---

**Report  
of  
Committee  
on  
Miscellaneous Matters**

---

**Submitted: August 01, 2011**

Adopted: \_\_\_\_\_

*Mark A. Walker*

Attest: \_\_\_\_\_

City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

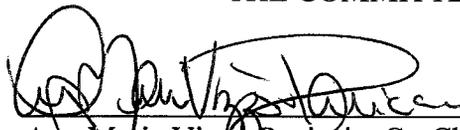
The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

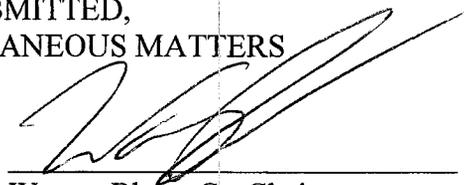
**\*102-10 Consent Calendar**

**BE IT RESOLVED**, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Thomas Lombard upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum of \$45,000.00 as provided for in the stipulation.

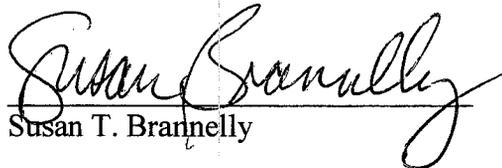
<u>NAME</u>	<u>CLAIMANTS ATTORNEY</u>	<u>NATURE OF CLAIM</u>
Thomas Lombard	Howard Ingal, Esq. 350 Fairfield Avenue Bridgeport, CT 06601	Workers' Compensation

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo Paniccia, Co-Chair

  
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Robert Walsh

Council Date: August 01, 2011

**\*92-10 (PHO) Consent Calendar**

Public Hearing Ordered for September 6, 2011 re:  
Lease Agreement with Green Village Initiative, Inc.  
(GVI) for the contiguous City-owned property located  
at 1469 Reservoir Avenue and 20 Yaremich Drive.

---

---

**Report  
of  
Committee  
on  
Contracts**

**Submitted: August 1, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

---

---

Approved \_\_\_\_\_

---

---

Mayor

---

---



# City of Bridgeport, Connecticut

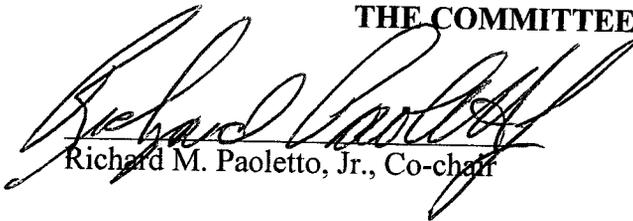
*To the City Council of the City of Bridgeport.*

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

**\*92-10 (PHO) Consent Calendar**

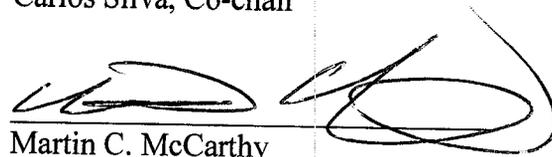
**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Tuesday evening, September 6, 2011 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous city-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Richard M. Paoletto, Jr., Co-chair

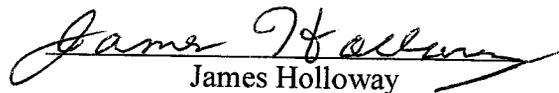
\_\_\_\_\_  
Carlos Silva, Co-chair

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

  
\_\_\_\_\_  
Martin C. McCarthy

\_\_\_\_\_  
Howard Austin, Sr.

\_\_\_\_\_  
Robert P. Curwen, Sr.

  
James Holloway

**\*105-10 Consent Calendar**

License Agreement with State of Connecticut for space on the first floor of the Department of Health and Social Services building, 752 East Main Street, to be used by the State Department of Veterans Affairs.

---

---

**Report  
of  
Committee  
on  
Contracts**

**Submitted: August 01, 2011**

Adopted: \_\_\_\_\_

*Shirley A. Weston*

Attest: \_\_\_\_\_

City Clerk

---

---

Approved \_\_\_\_\_

---

---

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

**\*105-10 Consent Calendar**

**WHEREAS**, the City of Bridgeport is the owner of the building and parking lot located at 752 East Main Street, Bridgeport Connecticut (the "Property"); and

**WHEREAS**, the State of Connecticut desires to use a portion of the Property on the first floor and lower level for the State Department of Veterans Affairs ("DVA"); and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport share space with DVA for the purpose of providing enhanced services to Bridgeport veterans and their family members; Now, therefore be it

**RESOLVED, BY THE City Council:**

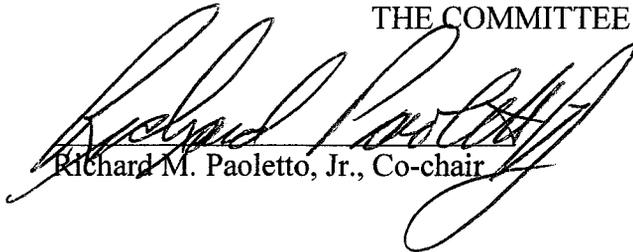
1. That it is cognizant of the City's License Agreement with the State of Connecticut to provide office space and parking space to staff of the Department of Veterans Affairs.
2. That it hereby authorizes, directs and empowers the mayor of his designee to execute and file such license agreement with the State of Connecticut for the purpose of providing office and parking space for DVA and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on Contracts Committee  
\*105-10 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS



---

Richard M. Paoletto, Jr., Co-chair

---

Carlos Silva, Co-chair



---

Martin C. McCarthy

---

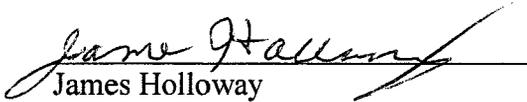
Michelle A. Lyons

---

Howard Austin, Sr.

---

Robert P. Curwen, Sr.



---

James Holloway

---

Thomas McCarthy, President  
(Added to Make Quorum)

## LICENSE AGREEMENT

Draft

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between CITY OF BRIDGEPORT, a Connecticut municipality, (the "Licensor"), with a principal place of business at 752 East Main Street, Bridgeport, CT 06608, acting herein by Kristin duBay Horton, its Director of the Department of Health and Social Services, duly authorized, and the STATE OF CONNECTICUT (the "Licensee" or "State") acting herein by and through Donald DeFronzo, Commissioner of its Department of Administrative Services (the "Agency") with an address of 165 Capitol Avenue, Hartford, Connecticut, 06106, pursuant to the authority conferred upon him pursuant to the provisions of the Connecticut General Statutes Section 4b-1, as revised.

WHEREAS, Licensor is the owner of the building and parking lot located at 752 East Main Street, Bridgeport, Connecticut (the "Property"); and

WHEREAS, Licensee desires to use a portion of the Property on the first floor and lower level.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter and use the Property for the purpose of utilizing a 256 square foot office situated on the first floor, a 320 square foot lower level office and three unreserved parking spaces in the Licensor's parking lot located on the Property (the aforementioned offices and parking referred to hereinafter as the "License Area"), as shown on Exhibit A attached hereto and made a part hereof during the term set forth in Paragraph 5 below.
2. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property or License Area.
3. Duties of Licensor. Licensor shall be responsible for management and operation of the License Area, including but not limited to, providing utilities, maintenance and repair as needed to keep the License Area in good working order and condition, lighting the parking lot, snow and ice removal and sanding Monday through Friday. If precipitation necessitating such work continues throughout a working day, even if intermittently, the Licensor must establish and maintain an open travel area for vehicles and clear walking paths to and from the License Area, at all time during the operating hours set forth in paragraph 6(a) below, and sanding and de-icing of all parking areas, walkways, and sidewalks at the reasonable request of the Licensee.

Licensor will provide all normal operating expenses in connection with the use of the License Area, including janitorial. However, requests by Licensee for services above normal building operating and maintenance expenses will be paid by Licensee. Any such services must be arranged and approved in advance through Licensor.

4. Consideration. Licensor will provide use of the License Area at no charge to the Licensee.

Term. The term of this Agreement will commence upon the date this Agreement is approved by the Office of the Attorney General and shall end at the one-year

anniversary thereafter. The Agreement will automatically renew for successive one year terms unless and until terminated earlier by either party. Licensee and Licensor reserve the right to terminate this Agreement, in either party's sole discretion, at any time upon thirty (30) days prior written notice to the other party. Upon such termination, all rights, duties and obligations hereunder, except for those obligations which specifically survive the termination of this Agreement, shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.

5. Use.

- a. Hours of use shall be approximately 8:00 a.m. to 5 p.m., Monday through Friday.
- b. The Licensee shall use the License Area to carry out activities relating to the Department of Veteran's Affairs.
- c. No dangerous explosives may be brought onto, stored or used on or in the License Area.
- d. The Licensee shall not install any equipment or fixtures or make any alterations to the License Area without proper written consent from the Licensor.
- e. The Licensee will provide their own computer and telephone equipment and installation and all fees associated with their usage and maintenance and coordinate installation and any relocation of its telephones and computers through Licensor's ITS Department. Licensor will provide access to the Property's telephone room.
- f. Licensor will provide a building security system. In the event that Licensee chooses to install additional security, Licensee will be responsible for covering all installation, operating and maintenance fees.

6. Insurance.

- a. Throughout the Term, Licensor shall maintain, at Licensor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the Licensee and Licensee's officials, agents and employees as additional insureds.
- b. The Licensor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the State of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.
- c. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the License Area against all risks of damage thereto, together

with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations, and, if any portion of the building in which the License Area is located is within a 100 year flood zone, also flood. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the License Area and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the License Area or any portion thereof following a casualty.

d. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

e. The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

f. Nothing herein shall preclude either party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance (other than insurance policies for garage-keeper's liability, workers compensation and employer's liability) maintained by Licensor shall name Licensee and Licensee's officials, agents and employees as additional insureds. Any insurance maintained by the Licensor hereunder shall be primary and non-contributory and not in excess of any other insurance maintained by Licensee and/or any other persons or parties. Any insurance maintained by Licensee shall be in excess of any and all insurance maintained by Licensor and shall not contribute with it.

g. The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies maintained by Licensor in connection with the Property. None of the Licensor's insurers shall have any right of subrogation or recovery against Licensee or any of Licensee's officials, agents or employees, all of which rights are hereby waived by Licensor.

h. The liability of the Licensor to indemnify, defend and save and hold harmless the Licensee shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Licensor shall not in any way limit, reduce or restrict the Licensor's obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

i. The Licensor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

7. Indemnification.

a. The Licensor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum ("Claims") arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Licensor, its members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Licensor is in privity of oral or written contract and the Licensor intends for such other person or entity to perform under the Agreement in any capacity ("Licensor Parties"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Licensor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Licensor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Licensor's bid, proposal or any all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form ("Records"), any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncoprighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Agreement.

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

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

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

e. The Licensor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Licensor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Agreement. The Licensor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

f. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

8. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the License Area on a month-to-month basis at the amount in effect during the previous term and subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at:

Commissioner of Administrative Services  
State Office Building  
Department of Public Works  
165 Capitol Avenue  
Hartford, CT 06106

with copies to:

Department of Administrative Services  
State Office Building  
Leasing and Property Transfer Unit  
165 Capitol Avenue, Room G-1  
Hartford, CT 06106;

Department of Veteran's Affairs  
287 West Street  
Rocky Hill, CT 06067

to the Licensor at :

City of Bridgeport  
Department of Health and Social Services  
752 East Main Street  
Bridgeport, CT 06608

c. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise

of the sovereign immunity of the State of Connecticut. The Licensor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

d. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Office of the Attorney General of the State of Connecticut and delivered to the Licensor.

e. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Office of the Attorney General of the State of Connecticut.

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

g. This Agreement shall not be recorded on the Land Records.

h. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

j. The Agreement is subject to the non-discrimination provisions attached hereto as Exhibit B and made a part hereof.

k. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a

value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C attached hereto.

9. Licensee's Rights of Inspection, Audit and Collection; Maintenance of Records.

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Licensor's and Licensor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

b. The Licensor shall maintain, and shall require each of the Licensor Parties to maintain, accurate and complete Records. The Licensor shall make all of its and the Licensor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Licensor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. All audits and inspections shall be at the State's expense.

e. The Licensor shall keep and preserve or cause to be kept and preserved all of its and Licensor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Licensor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. The Licensor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Licensor shall cooperate with an exit conference.

g. The Licensor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Licensor Party.

Draft

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

CITY OF BRIDGEPORT  
DEPARTMENT OF HEALTH AND SOCIAL  
SERVICES

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

Kristin duBay Horton  
Its Director  
Duly Authorized

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

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

Donald DeFronzo  
Its Commissioner of Administrative Services  
Duly Authorized

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

Draft

STATE OF CONNECTICUT )  
 )  
COUNTY OF FAIRFIELD ) ss: Bridgeport

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned officer, personally appeared Kristin duBay Horton, Director of the City of Bridgeport Department of Health and Social Services, executed the foregoing Agreement as her free act and deed and the free act and deed of said City of Bridgeport Department of Health and Social Services.

In Witness Whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: August 31, 2012

STATE OF CONNECTICUT)  
 )  
COUNTY OF HARTFORD ) ss: Hartford

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned officer, personally appeared Donald DeFronzo, Commissioner of the Department of Administrative Services, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

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

Draft

Accepted:  
DEPARTMENT OF VETERAN'S AFFAIRS

By: \_\_\_\_\_  
Dr. Linda S. Schwartz  
Its Commissioner

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

Approved in conformance with Conn. General Stat. 4-b-23(o)(2), as revised  
OFFICE OF POLICY AND MANAGEMENT:

By: \_\_\_\_\_  
Benjamin Barnes  
Its Secretary

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

Approved:  
STATE PROPERTIES REVIEW BOARD

By: \_\_\_\_\_  
Edwin S. Greenberg  
Its Chairman

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

Approved:  
OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Joseph Rubin  
Its Associate Attorney General

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

EXHIBIT A

Draft

## NON-DISCRIMINATION PROVISIONS

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the License Agreement;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Licensor;
  - iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - v. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  - vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - viii. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, 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; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that

employees are treated when employed without regard to their 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 the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

## SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND  
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND  
SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the

business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

122 - 10

## RESOLUTION

Re: Community Benefits Agreement with Samson Associates, LLC, The East End Neighborhood Revitalization Zone and OPED.

(SEE ATTACHED)

Received Exhibit A - 08/11/2011

By Council Member James Holloway

District: 139<sup>th</sup>

Introduced at a meeting  
of the City Council, held:

August 1, 2011 OFF THE FLOOR

FOR IMMEDIATE CONSIDERATION

Attest:



\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Mayor

## COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (the "Agreement") dated as of August \_\_\_\_, 2011 is entered into by and among, Samson Associates, LLC, a duly formed Connecticut Limited Liability Company, with its principal offices located at 147 Davenport Street, Bridgeport, CT 06607 ("Samson"), The East End Neighborhood Revitalization Zone, c/o The City of Bridgeport, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604 ("NRZ"), and City of Bridgeport, Office of Planning & Economic Development, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604 ("City").

### WITNESSETH:

**Whereas**, it is Samson's objective to operate a Leed Green Volume Reduction Facility ("Project") in the East End of Bridgeport for the purpose of recycling construction and demolition waste, on the property commonly known as 147 Davenport Street, as is more particularly shown on Exhibit A attached hereto; and,

**Whereas**, Samson has filed applications with the City's Planning and Zoning Commission ("P&Z") and such other land use boards and commissions as necessary and appropriate, and has received all required authorizations and approvals, with conditions, from said boards for this Project; and,

**Whereas**, Samson expressly agrees to abide by all said conditions of approval; and,

**Whereas**, the Project shall operate in such a manner that: (1) all activity relating to the unloading of trucks and the sorting and recycling of material shall be confined to the interior of the building, (2) all trucks shall be stored in appropriately fenced off and screened areas, (3) the Project shall not accept or process any contaminated material, perishable material, or soil of any type, and shall accept only Green recyclables, (4) truck traffic entering and exiting the Project shall be regulated as conditioned in the approvals, (5) hours of operation shall be restricted as per the conditions of approval, (6) landscaping, screening, and buffering shall be constructed as conditioned in the approvals, and (6) there shall be no storage equipment, debris or other recyclable materials on the exterior of the building when not in operation.

**Whereas**, Samson is seeking the support of the local community, the NRZ and the City in connection with its application for, and securing all, necessary State and Federal permits related to the operation of the Project; and,

**Whereas**, Samson, the NRZ and the City seek to maximize the benefits of the Project to the residents of the East End in Bridgeport, as well as minority operational workers, hard to employ people, ex-offenders and probationers; and,

**Whereas**, the NRZ and Samson are desirous of establishing a working relationship with the goal of, *inter alia*, establishing educational programs focused on mitigating the impacts of the Project on the environment for the benefit of the community; and,

RECEIVED  
CITY PLANNING OFFICE  
AUG - 2 2011  
BRIDGEPORT, CT

**Whereas**, pursuant to this Agreement, the NRZ and Samson will seek to make the Project an integral part of the local neighborhood by providing community related activities and,

**Whereas**, the Bridgeport City Council has approved this Agreement and has by resolution dated August, \_\_\_\_\_, 2011 has voted to authorize and empower Mayor Bill Finch to execute this Agreement on behalf of the City.

**Now, therefore**, in reliance upon the representations set forth in the *whereas clauses* hereof, and in consideration of the mutual premises and commitments herein contained, the parties agree as follows:

1. Samson will use reasonable, good faith efforts to work with the City and NRZ to target hard to employ people (including ex-offenders) who face barriers to employment for employment training opportunities at the Project. In keeping with this section, priority shall be given to East End residents, and/or low income Bridgeport residents seeking employment. Samson shall use good faith efforts to meet this overall goal during the operation of the Project by seeking to employ persistently unemployed people, minorities, ex-offenders and probationers. All employees hired will be required to follow and submit to Samson's employment policies and rules. A minimum of approximately \_\_\_\_ percent (\_\_\_%) of Project employees shall at all times be East End or low income Bridgeport residents.
2. Samson shall encourage employees to either walk or bicycle to work, or to use public (i. e. bus) transportation. In order to satisfy this commitment, unless special arrangements are made in advance, on a case by case basis, parking on the premises will not be permitted for employee owned automobiles. Special needs employees will be encouraged to car pool and Samson will make every effort to assist such employees in getting to and from the Project worksite.
3. In an effort to help mitigate local community traffic, noise and pollution concerns, Samson shall purchase and donate to the community, and/or in the alternative make available for use by Samson employees for commuting to and from the Project, a minimum of ten (10) unisex adult bicycles, on a yearly basis. Such bicycles, if donated to the community, shall be distributed by the NRZ in accordance with the stated purpose of mitigating local community traffic, noise, and pollution.
4. Samson shall consult with the NRZ and the City to determine additional appropriate mitigation measures that will address the concerns of the community regarding environmental impacts caused by the operation of the Project, including, but not limited to: environmental educational programs; community garden programs; an alternate commuting transportation plan for Project employees; and requirement that all contractors use low sulfur diesel in trucks operating at the Project. Samson shall make an annual contribution in the amount of \$500.00 to the NRZ to help underwrite the costs of planning and implementation of the foregoing. In addition, the Samson shall adopt prudent environmentally sound operational practices that will

take into consideration the goal of promoting sustainable operations in an energy efficient manner.

5. Samson shall sponsor thru the NRZ an annual community party in the amount \$700.00 for the residents of the East End of Bridgeport, for the purpose of promoting alternative transportation, and, in particular, the use of bicycles for commuting to and from work, all attendant safety rules and regulations, and "greener living" in general.
6. Samson shall make annual contributions to the NRZ as follows:
  - a. \$1,000.00 to be used to fund environmental education programs; and,
  - b. \$1000.00 to be used to fund and promote a community garden program.
7. Samson shall sponsor an additional yearly environmentally focused activity and/or program, the cost of which (not to exceed \$\_\_\_\_\_) shall be borne by Samson, and the subject of which shall be at the City's sole discretion.
8. Samson and the NRZ shall use their respective skills, care, judgment and experience to manage, lead, guide, assist, coordinate, oversee and supervise, as appropriate and necessary, all parties, processes and tasks involved in the implementation of this Agreement. At all times, Samson shall adhere to a high professional standard of care and shall dedicate such resources as it deems reasonably necessary to fulfill its obligations hereunder. The City reserves all of its legal rights, powers, and authority to ensure that the terms and commitments of this Agreement are adhered to by Samson.
9. This Agreement shall not become valid and binding until Sampson has received its DEP permit. This agreement has been entered into in the State of Connecticut, and all rights of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Connecticut without regard to principles of conflicts of law.
10. This Agreement embodies and constitutes the entire understanding among the parties with respect to the matters herein contained, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged, and then only to the extent herein set forth.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
12. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Samson and its Affiliates (but only to the extent of such Affiliates interest as owner, lessee, contractor or developer of the Project, or any portion thereof), the NRZ, the City, and their respective successors and permitted assigns.

13. No assent, express or implied, by any party hereto to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof and all parties shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach of or default under this Agreement.

14. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and non-appealable order, decree or judgment of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

15. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

16. This Agreement may not be changed, modified or amended except by an agreement in writing signed by all the parties hereto.

17. This Agreement shall remain in full force and effect for as long as the Project is in operation.

IN WITNESS WHEREOF, the parties hereto have hereby duly executed and delivered this Agreement as of the date first above written.

\_\_\_\_\_

SAMSON ASSOCIATES, LLC

\_\_\_\_\_

By \_\_\_\_\_  
Christopher J. Taylor, Member  
Duly Authorized

\_\_\_\_\_

EAST END NEIGHBORHOOD  
REVITALIZATION ZONE

\_\_\_\_\_

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

Duly Authorized

THE CITY OF BRIDGEPORT

By \_\_\_\_\_

Title:

Duly Authorized

## SCHEDULE A

### FIRST PIECE:

All that certain piece or parcel of land, with all the improvements thereon, situated in the City of Bridgeport, County of Fairfield and State of Connecticut, and known and designated as Lots 68, 69, 70 and 71 on Map No. 3, "Davenport Park", Property belonging to W. O. Laughna dated November 1910 and on file in the Bridgeport Town Clerk's Office and more particularly bounded and described as follows:

- NORTHERLY: on Alex Street, 115 feet, more or less;
- EASTERLY: on Davenport Street, 124 feet, more or less;
- SOUTHERLY: on land now or formerly of William H. Jr. and Robert E. Cooper, 115 feet, more or less;
- WESTERLY: on land now or formerly of the Murphy & Oetjen, Co., Inc. 124, feet, more or less.

Said premises are also known as 155 Davenport Street, 190 and 200 Alex Street.

### SECOND PIECE:

All that certain piece or parcel of land, with the buildings thereon standing, situated in the City of Bridgeport, County of Fairfield and State of Connecticut, known as Lot No. 67 and a portion of Lot No. 66 on Map of "Davenport Park" on file in the Bridgeport Town Clerk's Office and bounded and described as follows:

- NORTHERLY: on Lot No. 68 on said map, 125 feet;
- EASTERLY: on Davenport Street, 52 feet;
- SOUTHERLY: by the remaining portion of Lot No. 66 on said map, 125 feet;
- WESTERLY: on land now or formerly of David F. Hollister in part and In part on land now or formerly of Harriet Road, in all, 52 feet

And further described on map of lots for Peter R. and Ralph P. DiNardo, Bridgeport, Conn. dated March 2, 1955, and certified substantially correct by Frank B. Jaynes & Assoc.

Said premises are also known as 147 Davenport Street.

RECEIVED  
CITY CLERK'S OFFICE  
2011 AUG 11 A 11:08  
CITY CLERK