

AGENDA

CITY COUNCIL MEETING

MONDAY, AUGUST 2, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

WPCA and Malcom Pirnie, Inc. presentation re the WPCA's Combined Sewer Overflow Long Term Control Plan

**44-09** Public Hearing regarding the Disposition of City Owned Properties by Auction or Sale to Abutter or Housing Authority.

**46-09** Public Hearing regarding the Disposition of City Owned Property 751 Kossuth Street to The Boys and Girls Club of Bridgeport, Inc.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: June 21, 2010

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**117-09** 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.

**119-09** Communication from Airport re (Ref. 94-07) Proposed First Amendment to Agreement with the State for Airport Improvement Projects at Sikorsky Memorial Airport, State File No. AERO 5800-1569, referred to Contracts Committee.

**120-09** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 12.10.130: James O'Neill, **ACCEPTED AND MADE PART OF THE RECORD.**

**121-09** Communication from Mayor re Reappointment of Jose Tiago (D) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES  
CONTINUED:**

- 122-09** Communication from Mayor re Appointment of Bruce Gallo (D) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee.
- 123-09** Communication from Mayor re Appointment of Adrienne Houel (R) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee.
- 124-09** Communication from Mayor re Appointment of Jack E. McGregor (R) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee.
- 125-09** Communication from Mayor re Appointment of Joseph Giaquinto (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.
- 126-09** Communication from Mayor re Appointment of Walter Faherty (D) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.
- 127-09** Communication from Tax Collector re Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 128-09** Communication from OPM re Modification of the State Section of FY 2010-2014 Capital Plan to utilize LoCIP entitlement funds for roadway paving and City Beautification/Improvement projects including rehabilitation caused by recent storm damage (\$5,804,000), referred to Budget and Appropriations Committee.
- 129-09** Communication from OPED re Proposed Lease and Option to Purchase Agreement with Four Kids Enterprise, LLC for property located at 485 Howard Avenue to be used by the Police Department, referred to Contracts Committee.

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

- 118-09** Resolution presented by Council Member Curwen re Recommendation for the transfer of selected City streets to the State of Connecticut, referred to Public Safety and Transportation Committee.

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

- \*108-09** Ordinance Committee Report re Amendment to the Municipal Code of Ordinances, Chapter 13.10 The City of Bridgeport Energy Improvement District and Energy Improvement District Board, amended Section 13.10.030, Board, Subsection A.

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

- \*105-09** Economic and Community Development and Environment Committee Report re Grant Submission: State of Connecticut, Department of Public Health for FY2010-2011 Preventive Health and Health Services Block Grant Program.
- \*106-09** Economic and Community Development and Environment Committee Report re Grant Submission: State of Connecticut, Department of Public Health for FY2010-2011 Per Capita Grant.
- \*110-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered on September 7, 2010 regarding the Acquisition of 405 Knowlton Street.
- \*111-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered on September 7, 2010 regarding the Acquisition of 305 Knowlton Street.
- \*112-09(PHO)** Contracts Committee Report re Public Hearing Ordered on September 7, 2010 regarding Proposed Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations.
- \*104-09** Miscellaneous Matters Committee Report re Settlement Agreement with International Association of Firefighters, Local 843.

**MATTERS TO BE ACTED UPON:**

- 97-09** Miscellaneous Matters Committee Report re Workers' Compensation Stipulation between the City and Charles Fereira.
- 115-09** Miscellaneous Matters Committee Report re Settlement of Pending Litigation with Ohio Indemnity.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 2, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Mayor's response to medical  
benefits

David L. Armstrong  
750-4 Seaview Avenue  
Bridgeport, CT 06607

Tax Rebate for owners in  
Seaview Village Condominium

CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, AUGUST 2, 2010  
6:30 pm

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG -6 A 10:34

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, J. McCarthy, Vizzo-Paniccia, Bonney, dePara, Martinez, Paoletto, Baker, Holloway, ~~Attest~~

ABSENT: Council members: Taylor-Moye, Brantley, Walsh, Austin, Lyons, Blunt, Silva, M. Ayala, Curwen

Council President McCarthy called the public speaking session to order at 6:40 pm.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 2, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Mayor's response to medical benefits

Mr. Young was called to address the city council. He wasn't present to speak - see below

David L. Armstrong 750-4 Seaview Avenue Bridgeport, CT 06607	Tax Rebate for owners in Seaview Village Condominium
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Mr. Armstrong spoke about presenting a petition for a tax rebate at the Seaview Village Condominium. He explained that they were required to pay higher property taxes and all the residents felt they were being treated unfairly due to the high tax. He said he thought they were being penalized because they chose to live in Bridgeport. He said they should be entitled to the rebate just as it was given to other residents in the area. He requested that the city council grant the residents that have lived there prior to May 10 a property tax rebate. He expressed that it was the right thing to do - *the petition was submitted to the city clerk.*

Council member Holloway stated that he spoke to the developer a couple a weeks ago. He agreed that the matter isn't fair, because the developer assessed the tax abatement and it was wrong to the people who bought their unit first to not be given the square footage tax abatement. So they are looking to work out a deal for the individuals that bought first that could receive the tax rebate.

Council President McCarthy stated that Council members Holloway, Baker and himself could meet with Mr. Armstrong and the developer to come up with a solution to the problem.

Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Mayor's response to medical  
benefits

*Mr. Young arrived to the public hearing at 6:45 pm.*

Mr. Young spoke about his medical benefits and pursuing action against the city for unjust termination of his benefits. He stated that any employee who is terminated is still eligible for medical benefits, but he was still being denied. He emphasized that this has been going on for three or four years. He recalled that he requested the Mayor to look into the matter, but it was never done. He requested the city council to inquire about the issue with the Mayor and get back to him about the status of his benefits.

The public hearing session ended at 6:50 pm.

## CITY COUNCIL MEETING

Monday, August 2, 2010

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Brantley, Walsh, T. McCarthy, Vizzo-Paniccia, Bonney, dePara, Martinez, Paoletto, Baker, Holloway

ABSENT: Council members: Taylor-Moye, Austin, Lyons, Blunt, Silva, M. Ayala, Curwen

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

Prayer the prayer was offered by Council member A. Ayala.

Pledge of Allegiance the pledge was led by Council member Brannelly.

### *Moment of Silence*

*The Mayor asked everyone to observe a moment of silence for the deceased firefighters and he asked that we keep them and their families in our prayers.*

Council President McCarthy expressed that there was a large contingent of council members that attended the funerals. He thanked the Mayor and the administration for all the hard work they put into the funerals. He further expressed that firefighters from around the country came to honor the deceased, as well as the Connecticut Honor Guard that came to organize the funerals and offer their help. It was a very impressive collaboration with everyone being there to show their respect. He said he was proud of the Bridgeport Fire Department, the police department and all those that participated.

Mayor Finch added that the city clerk and town clerk were also a part of the funeral arrangements. He stated that other noted politicians were also present, such as Senator Dodd, Congressman Hines, Senator Blumenthal, Governor Rell and others. He thanked everyone involved for their participation. He went on to say that people told him they never saw anything like it in the city and everyone was very moved. And there were twenty fire departments from other cities that came out to help. He especially thanked Chief Rooney for the extraordinary way he took charge of the situation, as well as all the assistant deputies and Scott Appleby who coordinated the funerals through the emergency operation center. Overall, he thanked everyone that worked so well together to do what was done as the best thing for the city.

Council member Vizzo-Paniccia thanked the American Red Cross for providing water and snacks for the firefighters and their families. She expressed that they should be commended for their help.

Council member Martinez stated that it was a heartbreaking situation for the families and their children. She stressed that they must continue to promote fire prevention in the schools to assure what needs to be done to remain safe.

*Council President McCarthy noted the council members that weren't in attendance tonight: Council members Austin and Silva were ill. Council member Taylor-Moye had a conflict. Council member M. Ayala was in a car accident and recovering and Council member Lyons had surgery.*

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

WPCA and Malcom Pirnie, Inc. presentation re the WPCA's Combined Sewer Overflow Long Term Control Plan

Mayor Finch announced that Phil Robinson was present to review the development of the combined sewer overflow.

The representatives from Malcolm Pirnie addressed the city council to thank them and the Mayor for allowing the presentation.

*The elements of the WPCA Combined Sewer Overflow Long Term Control Plan was reviewed and presented via an overhead visual as it was outlined in the packet distributed. The following topics were reviewed and briefly commented on:*

- ◆ *Why is the LTCP Necessary*
- ◆ *Purpose of the CSO Long-Term Control Plan*
- ◆ *What are Combined Sewer Systems – consists of sanitary components and rain water that enter the system. The representative gave an overview of what happens with sewer overflow, he noted that was the focus of what they were trying to control.*
- ◆ *What is a CSO*
- ◆ *Bridgeport Combined Sewer Overflow Locations*
- ◆ *Elements of the Bridgeport WPCA Study – they will develop a long term control plan with five components to implement the plan.*
- ◆ *Progress to Date & Next Steps*
- ◆ *Study Schedule*
- ◆ *Water Quality Sampling Program Locations - samples were taken during 2009 and the locations were used as reference points to compare the waters in Bridgeport at beach locations. They will take samples at the locations for analyzing and they collected samples during wet weather events for analyzing. The results included findings during wet weather events and there was no impact on the CSO's in larger bodies of water. However, in upstream locations, such as at Ash Creek and the*

Pequonnock River, they discovered some connection to the storm sewer in the upper CSO connections, where the water quality has been improved.

◆ *Water Quality Sampling Program Results*

Council member McCarthy asked if a copy of the presentation could be forwarded to all the city council members. The representative Mark acknowledged the request.

Council member dePara relayed that as a member of the ECDE Committee; he asked about the long term control plan for Steel Pointe. Mark stated that Steel Pointe was considered in the plan.

Council President McCarthy clarified that the presentation should also be forwarded to the council members that weren't present tonight.

Council member Brantley asked what the impact would be on the constituents, in terms of their bill. Mark said the plan will impact rates as time goes on. He noted that they may receive a grant for the balance to fund the project.

Council member Brantley asked if the customers will be notified about the project, and how they will be impacted. Mark said the customers would be notified as the project develops.

Council member Vizzo-Paniccia mentioned the 134<sup>th</sup> District. She asked how the project would impact the streets that currently experience flooding problems. Mark said the project wouldn't affect the Oxbrook flooding area.

Council member Vizzo-Paniccia asked if there was anything they could do to assure that there wouldn't be any additional backup to the areas that currently flood. Mark responded that the sewers would be separated and shouldn't be affected.

Mayor Finch stated that the news was better than they anticipated and it should satisfy the DEP requirements. He said it was good that they made some progress and the water is cleaner than it has been in the past. He stressed that the goal was to clean the water to better the quality of life. He requested that the council members to back the project.

**44-09** Public Hearing regarding the Disposition of City Owned Properties by Auction or Sale to Abutter or Housing Authority.

Council member Vizzo-Paniccia questioned which properties would be sold to the abutter or the Housing Authority. Mr. Peres noted the properties that would go to auction or sold:

- 115 Dodd Avenue – *sold to Housing Authority*
- 216 Cloverhill Street
- 329 Hollister Avenue
- 129 Washington Terrace
- 415 Carroll Street – *sold to Housing Authority*
- 267 James Street
- 145 Andover Street – *sold to Housing Authority*
- 117 Andover Street – *sold to Housing Authority*
- 94 Albion Street - *sold to Housing Authority*

**46-09** Public Hearing regarding the Disposition of City Owned Property 751 Kossuth Street to The Boys and Girls Club of Bridgeport, Inc.

It was stated that this was a very small parcel that was formerly residential located behind the Boys/Girls Club.

Council member Vizzo-Paniccia commented that there was some question about the Boys/Girls Club located on Madison Avenue. She asked how they could sell the building until the Madison Avenue property hadn't been resolved yet.

Council member Martinez said the property was located in her district and the neighbors had some questions of what's going on, in terms of bringing the matter back to the community to make a decision before any planning happens for that piece of land.

Mayor Finch stated that the council would vote in the future on the matter; he clarified that a public hearing was needed first.

Council member Holloway said the property sits between two houses. His concern was with OPED not offering to sell the property to the abutter. He explained that the abutter might want to expand their land, put in additional parking or a park. He felt it was best to make the offer to them first.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: June 21, 2010

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER BAKER MOVED TO REFER TO COMMITTEES WITH THE EXCEPTION OF ITEM #'S 122-09; 123-09 AND 124-09**  
**\*\* COUNCIL MEMBER BRANTLEY SECONDED**

- 117-09** 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.
- 119-09** Communication from Airport re (Ref. 94-07) Proposed First Amendment to Agreement with the State for Airport Improvement Projects at Sikorsky Memorial Airport, State File No. AERO 5800-1569, referred to Contracts Committee.
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- 122-09** Communication from Mayor re Appointment of Bruce Gallo (D) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee. - *exception*
- 123-09** Communication from Mayor re Appointment of Adrienne Houel (R) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee. - *exception*
- 124-09** Communication from Mayor re Appointment of Jack E. McGregor (R) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee. - *exception*
- 125-09** Communication from Mayor re Appointment of Joseph Giaquinto (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.
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**RESOLUTIONS REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**118-09** Resolution presented by Council Member Curwen re Recommendation for the transfer of selected City streets to the State of Connecticut, referred to Public Safety and Transportation Committee.

**\*\* MOTION PASSED UNANIMOUSLY**

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

**\*\* COUNCIL MEMBER dePARA MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER VIZZO-PANICCIA**

Council member dePara requested to remove items 110-09 (PHO) and 111-09 (PHO)

Council member Vizzo-Paniccia noted that item **97-09 Miscellaneous Matters Committee Report re Workers' Compensation Stipulation between the City and Charles Ferreira** should have been on the consent calendar. Her comment was noted by the Mayor and the city clerk.

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

**\*108-09** Ordinance Committee Report re Amendment to the Municipal Code of Ordinances, Chapter 13.10 The City of Bridgeport Energy Improvement District and Energy Improvement District Board, amended Section 13.10.030, Board, Subsection A.

**\*105-09** Economic and Community Development and Environment Committee Report re Grant Submission: State of Connecticut, Department of Public Health for FY2010-2011 Preventive Health and Health Services Block Grant Program.

**\*106-09** Economic and Community Development and Environment Committee Report re Grant Submission: State of Connecticut, Department of Public Health for FY2010-2011 Per Capita Grant.

**\*112-09(PHO)** Contracts Committee Report re Public Hearing Ordered on September 7, 2010 regarding Proposed Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations.

**\*104-09** Miscellaneous Matters Committee Report re Settlement Agreement with International Association of Firefighters, Local 843.

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**MOTION PASSED UNANIMOUSLY  
WITH ONE ABSTENTION (COUNCIL MEMBER HOLLOWAY for item  
112-09 only)**

**MATTERS TO BE ACTED UPON:**

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**COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
COUNCIL MEMBER A. AYALA SECONDED**

Council member Walsh stated that he abstained from voting on item 115-09 in committee due to a personal relationship that is in mutual litigation.

**97-09** Miscellaneous Matters Committee Report re Workers' Compensation Stipulation between the City and Charles Ferreira.

**115-09** Miscellaneous Matters Committee Report re Settlement of Pending Litigation with Ohio Indemnity.

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**MOTION PASSED TO APPROVE ITEM 115-09 WITH TWELVE VOTES IN  
FAVOR AND ONE ABSTENTION (COUNCIL MEMBER WALSH)**

*The agenda returned to Communications to be referred to Committees and the items that were excluded from the vote:*

**122-09** Communication from Mayor re Appointment of Bruce Gallo (D) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee. - *exception*

**123-09** Communication from Mayor re Appointment of Adrienne Houel (R) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee. - *exception*

**124-09** Communication from Mayor re Appointment of Jack E. McGregor (R) to the Energy Improvement District Board, referred to Miscellaneous Matters Committee. - *exception*

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

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**OTHER BUSINESS:**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM  
\*\* COUNCIL MEMBER PAOLETTO SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER AN ITEM TO MISCELLANEOUS MATTERS COMMITTEE RE: WORKERS COMPENSATION MATTER (ITEM # 130-09)  
\*\* COUNCIL MEMBER T. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

Council member dePara returned to the items that were removed from the Consent Calendar:

**\*110-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered on September 7, 2010 regarding the Acquisition of 405 Knowlton Street.

**\*111-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered on September 7, 2010 regarding the Acquisition of 305 Knowlton Street.

He explained that the items were on the agenda by error, because a public hearing was required.

Council member Walsh questioned if they were removing the items for the public hearing and he asked if the items were on the agenda for immediate consideration tonight. It was clarified that they needed a formal vote to **not** hold a public hearing.

**\*\* COUNCIL MEMBER dePARA MOVED TO DENY THE REQUEST TO HOLD A PUBLIC HEARING  
\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Holloway questioned why this was being requested. City Attorney Anastasi clarified that the items were on the agenda and the moving party indicated that a public hearing was not a requirement, so the motion was made to deny the public hearing.

**\*\* MOTION PASSED WITH TWELVE VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH)**

**\*\* COUNCIL MEMBER DEPARA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING ITEM 110-09 FOR IMMEDIATE CONSIDERATION Economic and Community Development and Environment Committee Report regarding the Acquisition of 405 Knowlton Street**

Council member Walsh questioned what the urgency was for immediate consideration. Mayor Finch responded that they received over \$6 million for neighborhood stabilization funding and the removal of blight properties and foreclosures. He clarified that the funding will be lost if it's not used. The funds were given to the city to fight blighted properties and one property in particular that is in bad disrepair.

City Attorney Anastasi clarified for the record that that it was **not** a motion for immediate consideration. The matter already went to committee and the item was being added to the agenda under FOI (Freedom of Information) as an action item.

Mayor Finch updated on the details of the property that will be opened up to the public to enjoy the waterfront.

Council member Brannelly questioned if the item was put on the calendar correctly, how would it read.

**\*\* MOTION PASSED WITH TWELVE VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH)**

**\*\* COUNCIL MEMBER dePARA MOVED TO ADD 110-09 TO THE AGENDA TO AUTHORIZE THE ACQUISITION OF 405 KNOWLTON STREET**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED**

Bill Coleman, OPED explained that the matter pertained to the acquisition of the property that was sold to ACME. He apologized that he wasn't aware of the process regarding items being added to the agenda. He stated that stimulus money was given to them and the deadline to spend it was September 30, 2010; otherwise, the property could be sold to a private developer.

Council member Martinez thanked Mr. Coleman for all the work that he did, noting that the east side residents were excited about the project. She asked that the council members support the item.

Council member T. McCarthy clarified that anything on the agenda needs to follow a set of rules, but Mr. Coleman wasn't aware of that process and has since been informed. He said it was an innocent oversight by Mr. Coleman.

Council member Vizzo-Paniccia asked if the property was put out to bid for another use. She also mentioned that the properties developed should be open and used by all residents in the city. And she emphasized the importance of getting the properties on the tax role.

Mayor Finch stated that the motion allows them to remove one of the worst blighted properties on the east side. He encouraged approval of the item.

Council member Brannelly asked if the vote was unanimous in committee. And she mentioned that she would vote in support of the item. Council member dePara replied yes.

Council member Brantley stated that it was an important project that will allow access to the waterside. It will also be an opportunity for all residents in the city to enjoy; with fishing etc. She said she was in support of the item.

Council member Vizzo-Paniccia asked if the taxes on the property were paid. Mr. Coleman said they were current on the taxes.

Council member Walsh stated if there was an issue with the time completion, they should have scheduled a special meeting. He stressed the problem with rushing a land deal and he didn't see any urgency for the approval tonight. He also mentioned potential environmental issues on the property and the matter of foreclosing on the creditor. Mr. Coleman reiterated that they had until September 30, 2010 to spend the funds.

Mayor Finch summarized that the city council went through a lengthy process with the property and it was the reason the NSP money wasn't spent as fast as he would have like it to be, but this was due to the laws of the government that is different than how a private developer operates.

**\*\* MOTION PASSED WITH TEN VOTES IN FAVOR AND THREE VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER, VIZZO-PANICCIA and WALSH)**

#### **ADJOURNMENT**

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO ADJOURN**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:30 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL  
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at regular meeting to be held on Monday evening, August 2, 2010 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to Disposition of the following city-owned properties:

- 1) #44-09 – Disposition of City Owned Properties by Auction or Sale to Abutter or Housing Authority of the City of Bridgeport:
  - 115 Dodd Avenue
  - 216 Cloverhill Street
  - 329 Hollister Avenue
  - 129 Washington Terrace
  - 415 Carroll Street
  - 267 James Street
  - 145 Andover Street
  - 117 Andover Street
  - 94 Albion Street
  
- 2) #46-09 – Disposition of City Owned Property to The Boys and Girls Clubs of Bridgeport, Inc.:
  - 751 Kossuth Street

Attest:

Fleeta C. Hudson  
City Clerk

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AD ENDS ABOVE LINE

**2 Editions, Connecticut Post:**

**PLEASE PUBLISH ON Friday, July 23, 2010 and Friday, July 30, 2010**

**Requires Certification**

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

P.O.: 245

Account #: 111171

Dated: July 15, 2010

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

cc: City Council Members  
Mayor Bill Finch  
A. Nunn, CAO  
D. Eversley, Director, OPED  
M. Perez, Senior Economic Development Associate  
A. Kabel, Deputy CAO, Central Grants  
E. Lavernoich, Deputy Director, OPED  
R. Liskov, Associate City Attorney



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

DONALD C. EVERSLEY  
Director of  
Planning and  
Economic Development

MICHAEL P. NIDOH  
Director of Planning

BILL FINCH

Mayor  
COMM # 117-09 Referred to Public Safety and Transportation Committee on 8/2/10  
July 12, 2010

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

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

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 13 PM 4: 01  
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 consideration on the abandonments of two (2) City streets associated with the redevelopment of Longfellow Elementary School in the Black Rock neighborhood of the city. *Ocean Place* and *Anthony Street* are current City streets that abut the existing school property and the envisioned school improvements will require that these streets be abandoned and included in the renovated school campus' plans.

*Ocean Place* is located in front of the existing school and includes a triangular area that functions as a neighborhood playground although in reality, it is a part of the *Ocean Place* right-of-way. The current playground will be incorporated into the new school layout at a safer location and the abandonment area will become staff and visitor parking replacing the current parking area which will now be used for an internal bus drop off and other school improvements.

*Anthony Street* is located to the south of the school and separates the school from the adjacent Longfellow Park that the school uses for recreational purposes. While this street is listed as an "accepted" city street, it was never built to City standards and does not operate as a traffic right-of-way. The abandonment of this street will alleviate some of the setback issues associated with the proposed school improvements and provide for a direct connection to the adjoining park.

The abandonment of *Ocean Place* will have a very 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* has never functioned as a through city street therefore; there will be no adverse impacts associated with its abandonment.

Attached, please find a map that describes the proposed street abandonments and a Resolution of the City Council regarding this request. We respectfully request your approval on both of these street abandonment requests. A formal Map of Survey is being prepared to document the abandonment areas as well as any and all necessary utility easements located here.

City staff will be available at your Council Committee meeting when this item is 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 via e-mail at [michael.nidoh@bridgeportct.gov](mailto:michael.nidoh@bridgeportct.gov) or by phone at 203.576-7191.

Thank you in advance for your consideration of this item.

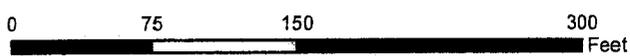
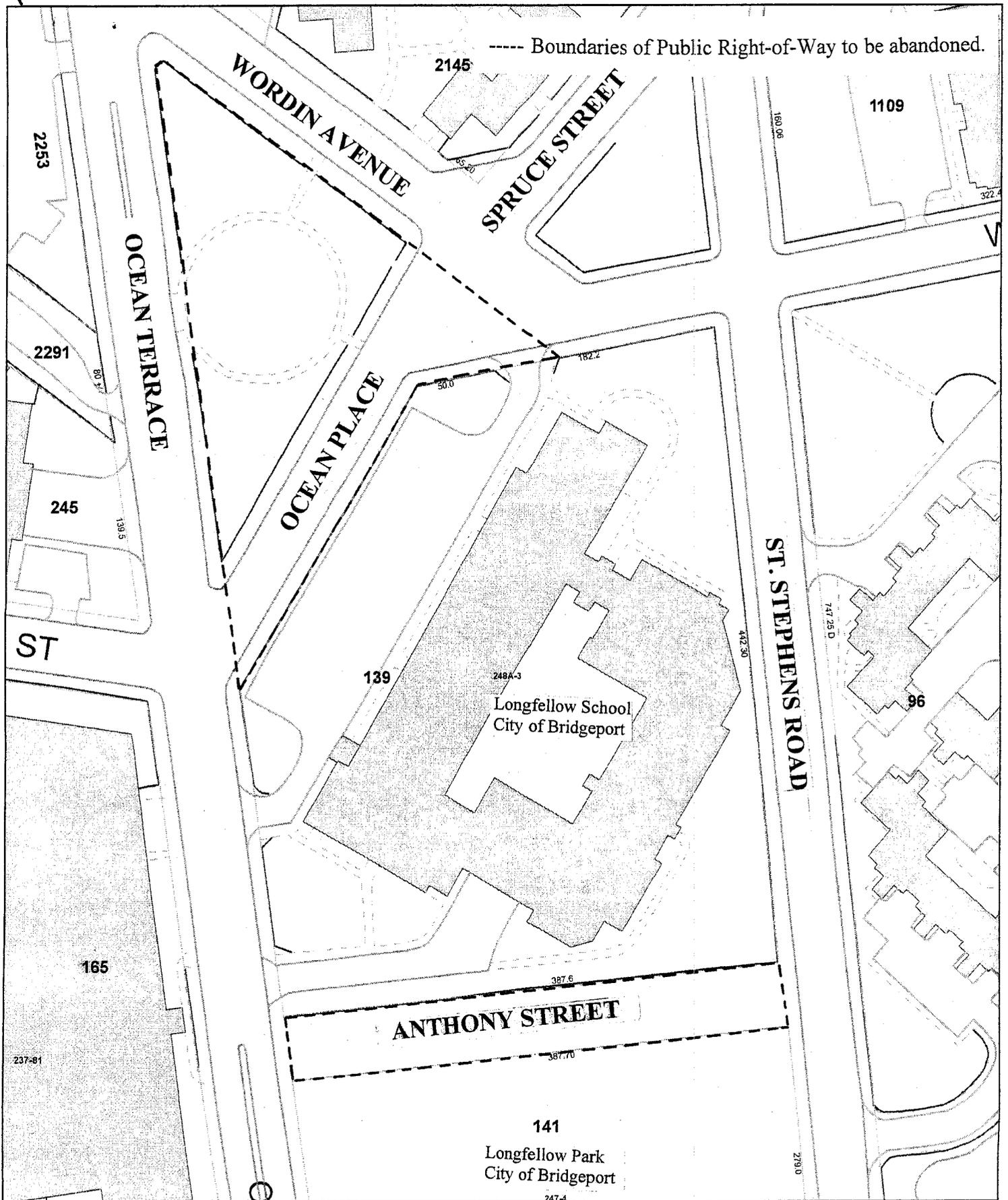
Sincerely,



Michael P. Nidoh  
Director of Planning

Attachments: (2)

Pc: Donald Eversley – OPED (w/ attachments)  
Andrew Nunn – CAO (w/ attachments)  
Mark Anastasi – Office of the City Attorney (w/ attachments)  
Ray Wiley – O&G and SBC (w/ attachments)  
James Foote – O&G (w/ attachments)



**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.

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

**WHEREAS**, the City of Bridgeport's School Building Committee 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 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, is not built to City standards and does not currently function as a city street; and

**WHEREAS**, the Planning & Zoning Commission finds the proposed street abandonments associated with the enhancement of educational facilities in the city of Bridgeport to be in compliance with the current Master Plan of Conservation & Development as required by C.G.S. Section 8-24 and has issued a "positive" report to the City Council at their July 26, 2010 meeting; 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 are in the best interests of the City and hereby approves of the abandonments of Ocean Place and Anthony Street.

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



CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

Comm# 119-09 Referred to Contracts Committee on 8/2/2010  
(Ref #94-07)

MEMO

TO: Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: July 23, 2010

Please place the attached Resolution between the City of Bridgeport and the State of Connecticut for an amendment to State File No. AERO 5800-1569 before the City Council and all appropriate Committee's for approval to authorize the Mayor to sign on behalf of the City. Please note to satisfy State of Connecticut requirements the Resolution must be adopted exactly as submitted herewith.

If you have any questions, please contact me.

JKR:n

attachment

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 23 AM 10:53

**RESOLUTION**

**THE CITY COUNCIL OF BRIDGEPORT, CONNECTICUT**

State of Connecticut, State File No. AERO 5800-1569

A meeting of the City Council of the aforesaid City was held at its City Hall at 45 Lyon Terrace, Bridgeport, CT, with a quorum being present and voting.

On motion duly made and seconded, the following Resolution was adopted:

Resolved: That Bill Finch is duly authorized in his capacity as Mayor of the City of Bridgeport to enter into an amendment with the State of Connecticut for State FILE for No. AERO 5800-1569 for various projects at Igor Sikorsky Memorial Airport. Dated at Bridgeport, CT, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

By: Frances Wilson

Title: Assistant City Clerk

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
THE CITY OF BRIDGEPORT  
FOR  
AIRPORT IMPROVEMENT PROJECTS  
AT  
BRIDGEPORT SIKORSKY MEMORIAL AIRPORT**

**FILE NO. AERO 5800-1569**

State Project No. DOT00150327CN  
State Project No. DOT00150326CN  
State Project No. DOT00150328CN  
State Project No. DOT00150332CN  
State Project No. DOT00150321CN  
State Project No. DOT00150324CN  
State Project No. DOT00150333CN

FAA Project No. 3-09-0002-16  
FAA Project No. 3-09-0002-17  
FAA Project No. 3-09-0002-19  
FAA Project No. 3-09-0002-20  
FAA Project No. 3-09-0002-21  
FAA Project No. 3-09-0002-22  
FAA Project No. 3-09-0002-23

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ by and between the State of Connecticut, Department of Transportation, hereinafter referred to as the State, and the City of Bridgeport, Connecticut, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the State and the Municipality executed an Agreement, No. 8.01-03(08), dated April 3, 2009, entitled "Agreement Between the State of Connecticut and the City of Bridgeport for Airport Improvement Projects at Bridgeport Sikorsky Memorial Airport (hereinafter "Act"), hereinafter referred to as the Original Agreement, and

WHEREAS, the parties hereto desire to amend the Original Agreement; and

WHEREAS, the State, pursuant to Section 13b-50(e) of the General Statutes of Connecticut, as revised, is authorized to render financial assistance by grant of funds to any municipality for improvement of an airport owned or controlled by such municipality.

NOW, THEREFORE, KNOW YE the parties hereto agree as follows:

1. **That Article 3 of the Original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:**

"3. Payments shall be made by the State upon verification of Project completion and shall be based on final FAA determination of cost and reimbursement."

2. **The Original Agreement is hereby amended by deleting paragraphs 18 and 26 thereof.**

3. **That Article 34 of the Original Agreement is hereby amended by deleting the last two sentences of paragraph B and substituting the following for paragraph C:**

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

4. **That Article 41 of the Original Agreement is hereby deleted and the following language is substituted in lieu thereof:**

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

5. **All terms and conditions of the Original Agreement not specifically amended, deleted, or revised herein are and shall remain in full force and effect.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Jeffrey A. Parker, Commissioner

BY: \_\_\_\_\_ (seal)  
Albert A. Martin  
Deputy Commissioner

DATE: \_\_\_\_\_

SECOND PARTY  
CITY OF BRIDGEPORT

BY: \_\_\_\_\_  
William Finch  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

DATE: \_\_\_\_\_

CITY ATTORNEY  
Mark T. Anastasi

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Melanie J. Howlett  
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  
Eroll V. Skyers  
Telephone (203) 576-7647  
Facsimile (203) 576- 8252

COMM#120-09 ACCEPTED AND MADE PART OF THE RECORD  
8/2/2010

July 23, 2010

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

Re: **James O'Neill v. City of Bridgeport**

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 26 PM 2: 56  
ATTEST  
CITY CLERK

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$20,000 payable to Michelle Holmes, Esq. Trustee for James O'Neill. This case was brought pursuant to Title VII of the Civil Rights Act and alleges that the City discriminated against plaintiff (a former police officer) and retaliated against him because of his religious beliefs. It is alleged that this conduct occurred in 2005-2007. Plaintiff claims emotional distress damages and if successful in this matter plaintiff would be entitled to payment of not only what damages a jury may assess but his legal fees which this Office calculates could be in excess of \$75,000.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Kim Laue, 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



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

COMM#121-09 Referred to Miscellaneous Matters Committee on 8/2/2010  
MEMORANDUM

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: July 23, 2010  
RE: Boards & Commissions

Please place the following name on the August 2, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Planning & Zoning Commission:

Jose Tiago (D)  
2445 Park Avenue #50  
Bridgeport, CT 06604

This term will expire on 12-31-12.

BF/lai

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 27 PM 12:26  
ATTEST  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

Comm#122-09 Referred to Miscellaneous Matters Committee on 8/2/2010  
MEMORANDUM

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: July 23, 2010

RE: Boards & Commissions

Please place the following name on the August 2, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Energy Improvement District:

Bruce Gallo (D)  
50 Battery Park Drive  
Bridgeport, CT 06605

This term will expire on 12-31-13.

BF/lai

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 27 PM 12: 26  
ATTEST  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM#123-09 Referred to Miscellaneous Matters Committee on 8/2/2010  
MEMORANDUM

BILL FINCH  
Mayor

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: July 23, 2010  
RE: Boards & Commissions

Please place the following name on the August 2, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Energy Improvement District:

Adrienne Houel (R)  
1385 Chopsey Hill Road  
Bridgeport, CT 06606

This term will expire on 12-31-14.

BF/lai

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 27 PM 12:26  
ATTEST  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM#124-09 Referred to Miscellaneous Matters Committee on 8/2/2010

BILL FINCH  
Mayor

MEMORANDUM

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: July 23, 2010  
RE: Boards & Commissions

Please place the following name on the August 2, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Energy Improvement District:

Jack E. McGregor (R)  
40 Anchorage Drive  
Bridgeport, CT 06605

This term will expire on 12-31-12

BF/lai

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 27 PM 12: 26



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

COMM#125-09 Referred to Miscellaneous Matters Committee on 8/2/2010  
MEMORANDUM

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: July 23, 2010  
RE: Boards & Commissions

Please place the following name on the August 2, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Ethics Commission:

Joseph Giaquinto (D)  
253 Rosewood Place  
Bridgeport, CT 06610

This will replace the seat held by Jeffrey Kohut and the term will expire 12-31-11

BF/lai

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 27 PM 12: 26



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM#126-09 Referred to Miscellaneous Matters Committee on 8/2/2010  
MEMORANDUM

BILL FINCH  
Mayor

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: July 23, 2010  
RE: Boards & Commissions

Please place the following name on the August 2, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of alternate appointment to the Zoning Board of Appeals:

Walter Faherty (D)  
27 Myrtle Avenue  
Bridgeport, CT 06604

This term will expire on 12-31-11.

BF/lai

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 27 PM 12:26  
ATTEST  
CITY CLERK



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

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

ANNE KELLY-LENZ  
Tax Collector

BILL FINCH  
Mayor

COMM#127-09 Referred to Miscellaneous Matters Committee on 8/2/2010

DATE: July 28<sup>th</sup>, 2010  
TO: Committee on Miscellaneous Matters  
FROM: Anne Kelly-Lenz *AKL*  
SUBJECT: Refund of Excess Payments

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

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

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 28 AM 10:05  
ATTEST  
CITY CLERK

Standard Demolition Services  
Stephen Goldblum  
30 Nutmeg Drive  
Trumbull, CT 06611

STIP judgement

Refund due: **\$13931.25**

Stamford Wrecking Company  
Irving Goldblum  
30 Nutmeg Drive  
Trumbull, CT 06611

STIP judgement

Refund due: **\$6965.64**



CITY OF BRIDGEPORT  
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD  
Director

COM # 128-09 Referred to Budget & Appropriations Committee on 8/2/2010.

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 28 PM 2:11  
ATTEST  
CITY CLERK

July 27, 2010

Robert Curwen, Angel DePara Co-Chairs  
Budget and Appropriations Committee  
Members of the Bridgeport City Council:

Enclosed is a request for application of LoCIP funds. The City of Bridgeport is seeking to modify the state section of the five year capital plan for FY 2010 - 2014 to utilize LoCIP entitlement funds for roadway paving and City Beautification/Improvement projects including rehabilitation caused by recent storm damage.

Per the State of Connecticut, Office of Policy & Management, Intergovernmental Services Division, Bridgeport has an open entitlement of \$5,804,000. Use of the LoCIP entitlement will free-up the city's need to bond for these initiatives.

Finance, OPM and impacted project managers will be available to meet at your committee. As always, I will be available to discuss this program with you if the need should arise.

Sincerely,

Thomas R. Sherwood  
Director, OPM

cc: Mayor Bill Finch  
Andrew Nunn, Chief Administrative Officer  
Ruben Felipe, Acting Chief of Staff  
Michael Feeney, Finance Director  
Dawn Norton, Deputy Finance Director  
attachment

**Fiscal Year 2010-2014  
Five Year Capital Plan**

**LoCIP Funds**

**State Entitlement Section**

STATE PROJ #	PROJECT DESCRIPTION	COUNCIL APPROVED	STATE REIMBURSED	BALANCE AVAILABLE
		465,928.25	465,928.25	0.00
1988 Projects		1,706,939.60	1,706,939.60	0.00
1989 Projects		575,000.00	575,000.00	0.00
1990 Projects		11,692,476.53	11,692,476.53	0.00
1992 Projects		225,000.00	225,000.00	0.00
1993 Projects		917,344.02	917,344.02	0.00
1994 Projects		1,356,976.40	1,356,976.40	0.00
1995 Projects		400,000.00	384,096.48	15,903.52
96-010	City Hall Roof	56,312.51	56,312.51	0.00
96-020	Cleveland Avenue Structure	999,999.91	999,999.91	0.00
96-030	Roadway 95-96	94,170.50	94,170.50	0.00
96-040	Madison Avenue Streetscape	1,550,482.92	1,534,579.40	15,903.52
1996 Projects		105,468.56	105,468.56	0.00
97-010	Misc. Bldg Improvements	115,000.00	115,000.00	0.00
97-020	Congress Street Bridge	2,000,207.75	2,000,207.75	0.00
97-030	Roadway 96-97	2,220,676.31	2,220,676.31	0.00
1997 Projects		1,499,999.80	1,499,999.80	0.00
98-010	Underwood Demolition	249,994.96	249,994.96	0.00
98-020	Army Reserve Building	124,819.91	124,819.91	0.00
98-040	Newfield Library	1,874,814.67	1,874,814.67	0.00
1998 Projects		2,400,162.00	2,400,162.00	0.00
00-010	1999-2000 Roads - Seaside Area	42,572.92	42,572.92	0.00
02-010	Public Facilities Garage (LoCIP Match)	2,222,529.00	2,222,529.00	0.00
03-010	Wonderland of Ice - Rink Complex	800,000.00	469,942.56	330,057.44
05-010	Wonderland of Ice - Final Phase	1,000,000.00	661,358.42	338,641.58
05-020	East Side Sidewalks - G1 Project	2,500,000.00	2,473,145.22	26,854.78
05-030	City Paving / Sidewalks / Streetscapes	2,500,000.00	2,500,000.00	0.00
05-040	ANIMAL SHELTER	200,000.00	3,929.12	196,070.88
05-050	Misc. Bldg Improvements	2,475,000.00	1,870,435.43	604,564.57
06-020	Black Rock Library Renovation	1,000,000.00	1,000,000.00	0.00
06-060	Fairchild Wheeler Golf Course Phase II	1,799,999.50	1,799,999.50	0.00
06-030	Animal Shelter Complex Improvements	500,000.00		500,000.00
06-040	City Paving / Sidewalks / Streetscapes	500,000.00	104,858.00	395,142.00
06-010	Public Park Improvements	500,000.00	4,250.00	495,750.00
06-050	Beardsley Park Improvements	3,300,000.00	3,300,000.00	0.00
07-010	Emergency Communications Center Constr.	383,900.00		383,900.00
09-020	Communication Tower - City Hall	245,980.00		245,980.00
09-010	Communication Tower - Sylvan Avenue	3,000,000.00		3,000,000.00
NEW	Roadway Paving 2010-2011	2,804,000.00		2,804,000.00
NEW	City Beautification / Improvements			
	<b>TOTALS FOR CURRENT PROJECTS 6/3/2010</b>	<b>50,759,782.12</b>	<b>41,422,917.35</b>	<b>9,336,864.77</b>
	<b>TOTAL ENTITLEMENT</b>	<b>50,760,559.00</b>		
	UNAPPROPRIATED BALANCE (JULY 2010)	776.88		

# Local Capital Improvement Program - Summary Report

6/3/2010

Town Name	Year	Project Number	Project Type	Approved Amount	Expended Amount	Project Balance Total Entitlement	Available Balance
Bridgeport(15)	1988	015-88-010	BLDGS	\$200,000.00	\$200,000.00		
	1988	015-88-020	PARKS	\$56,453.25	\$56,453.25		
	1988	015-88-030	PARKS	\$209,475.00	\$209,475.00		
	1989	015-89-010	BLDGS	\$1,500,000.00	\$1,500,000.00		
	1989	015-89-020	PARKS	\$9,367.00	\$9,367.00		
	1989	015-89-030	PARKS	\$20,030.60	\$20,030.60		
	1989	015-89-040	PARKS	\$38,532.00	\$38,532.00		
	1989	015-89-050	PARKS	\$11,998.00	\$11,998.00		
	1989	015-89-060	PARKS	\$5,999.00	\$5,999.00		
	1989	015-89-070	PARKS	\$0.00	\$0.00		
	1989	015-89-090	PARKS	\$121,013.00	\$121,013.00		
	1990	015-90-010	BRIDGE	\$575,000.00	\$575,000.00		
	1992	015-92-010	PARKS	\$350,000.00	\$350,000.00		
	1992	015-92-020	BLDGS	\$123,287.00	\$123,287.00		
	1992	015-92-030	BLDGS	\$69,044.85	\$69,044.85		
	1992	015-92-040	PARKS	\$1,080,534.63	\$1,080,534.63		
	1992	015-92-050	ROADS	\$3,689,728.39	\$3,689,728.39		
	1992	015-92-060	ROADS	\$716,621.16	\$716,621.16		
	1992	015-92-070	ROADS	\$31,155.10	\$31,155.10		
	1992	015-92-080	BLDGS	\$0.00	\$0.00		
	1992	015-92-090	BLDGS	\$2,784.00	\$2,784.00		
	1992	015-92-100	BLDGS	\$107,341.94	\$107,341.94		
	1992	015-92-110	BLDGS	\$0.00	\$0.00		
	1992	015-92-120	BLDGS	\$0.00	\$0.00		
	1992	015-92-130	BLDGS	\$0.00	\$0.00		
	1992	015-92-140	BLDGS	\$21,708.70	\$21,708.70		
	1992	015-92-150	BLDGS	\$25,000.00	\$25,000.00		

Town Name	Year	Project Number	Project Type	Approved Amount	Expended Amount	Project Balance	Total Entitlement	Available Balance
	1992	015-92-160	BLDGS	\$1,175.01	\$1,175.01			
	1992	015-92-170	BLDGS	\$0.00	\$0.00			
	1992	015-92-180	BLDGS	\$0.00	\$0.00			
	1992	015-92-190	BLDGS	\$75,664.92	\$75,664.92			
	1992	015-92-200	BLDGS	\$0.00	\$0.00			
	1992	015-92-210	BLDGS	\$0.00	\$0.00			
	1992	015-92-220	BLDGS	\$30,233.19	\$30,233.19			
	1992	015-92-230	BLDGS	\$274,483.84	\$274,483.84			
	1992	015-92-240	BLDGS	\$1,980,135.00	\$1,980,135.00			
	1992	015-92-250	ROADS	\$2,835,928.81	\$2,835,928.81			
	1992	015-92-260	PARKS	\$89,322.82	\$89,322.82			
	1992	015-92-270	BRIDGE	\$15,069.32	\$15,069.32			
	1992	015-92-280	BLDGS	\$173,257.85	\$173,257.85			
	1993	015-93-010	BLDGS	\$0.00	\$0.00			
	1993	015-93-040	BLDGS	\$225,000.00	\$225,000.00			
	1994	015-94-010	BLDGS	\$638,000.00	\$638,000.00			
	1994	015-94-020	ROADS	\$200,200.00	\$200,200.00			
	1994	015-94-030	BLDGS	\$79,144.02	\$79,144.02			
	1995	015-95-010	ROADS	\$300,000.00	\$300,000.00			
	1995	015-95-020	BLDGS	\$56,976.40	\$56,976.40			
	1995	015-95-030	ROADS	\$1,000,000.00	\$1,000,000.00			
	1996	015-96-010	BLDGS	\$400,000.00	\$384,096.48	\$15,903.52		
	1996	015-96-020	ROADS	\$56,312.51	\$56,312.51			
	1996	015-96-030	ROADS	\$999,999.91	\$999,999.91			
	1996	015-96-040	ROADS	\$94,170.50	\$94,170.50			
	1997	015-97-010	BLDGS	\$105,468.56	\$105,468.56			
	1997	015-97-020	BRIDGE	\$115,000.00	\$115,000.00			
	1997	015-97-030	ROADS	\$2,000,207.75	\$2,000,207.75			
	1998	015-98-010	BLDGS	\$1,499,999.80	\$1,499,999.80			
	1998	015-98-020	BLDGS	\$249,994.96	\$249,994.96			
	1998	015-98-030	BLDGS	\$0.00	\$0.00			
	1998	015-98-040	BLDGS	\$124,819.91	\$124,819.91			





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

DONALD C. EVERSLEY  
Director of  
Planning and  
Economic Development

COMM#129-09 Referred to Contracts Committee on 8/2/2010

July 28, 2010

MICHAEL P. NIDOH  
Director of Planning

City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: 485 Howard Avenue  
Lease and Option to Purchase Agreement  
Request for Public Hearing

Dear City Clerk:

Please find attached a resolution to approve a "Lease and Option to Purchase Agreement" by which the City would lease and potentially purchase the real property at 485 Howard Avenue for use by the Police Department. Please find attached as well a copy of the "Lease and Option to Purchase Agreement."

I would ask that this item be included on the City Council's Agenda for its August 2<sup>nd</sup> meeting for referral to the Contracts Committee. I would also request that this item be given a public hearing before the City Council at the earliest appropriate meeting.

Thank you.

Sincerely,

Max Perez  
Senior Economic Development Associate

C: Mayor Finch  
Andrew Nunn, CAO  
Donald Eversley, Director OPED  
Ron Pacacha, Associate City Attorney

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 28 PM 3:41  
ATTEST  
CITY CLERK

**A Resolution Approving a “Lease and Option to Purchase Agreement”  
for 485 Howard Avenue**

Whereas, the City of Bridgeport is desirous of leasing and potentially purchasing the real property located at 485 Howard Avenue for use by the Police Department; and

Whereas, “Four Kids Enterprises, LLC,” the owner of 485 Howard Avenue, and the City of Bridgeport have reached an agreement on the terms of the attached “Lease and Option to Purchase Agreement,” and

Whereas, the “Lease and Option to Purchase Agreement,” has been reviewed and approved by the City Hall Committee and has received a favorable 8-24 review from the Planning and Zoning Commission;

Now, therefore, be it Resolved that the attached “Lease and Option to Purchase Agreement” for 485 Howard Avenue is approved; and be it further resolved that the Mayor or his delegate is authorized to execute all documents and do all other things necessary in connection with such transaction.

## LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_ in the year 2010 between **Four Kids Enterprises, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices located at 485 Howard Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "**Lessor**") and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessee**").

### WITNESSETH:

1. **PREMISES.** In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demises and leases unto the Lessee the land and improvements located at 485 Howard Avenue, in the City of Bridgeport, Fairfield County, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**").
2. **TERM; USE; CONFIDENTIALITY.** (a) The Lessor grants to the Lessee the exclusive right to occupy said Premises in quiet and undisturbed possession for a term of three (3) years commencing either (i) the first day of September, 2010 or (ii) such other date that is the first day of the month following approval of this Agreement by the Bridgeport City Council, or (iii) such other date as the parties may mutually agree, provided that Lessee makes all payments hereinafter provided ("**Term**"). The Premises shall be used and occupied by the Lessee for no other purpose than that for which the Premises are leased, namely operations and activities of the Bridgeport Police Department ("**Use**"). Due to the confidential nature of police operations, the Lessor agrees to enter into a confidentiality agreement ("**Confidentiality Agreement**") in the form attached hereto as **Schedule B**.
3. **RENT.** Lessee agrees to pay to the Lessor as rent for the Premises annually the sum of One Hundred Fifty-Seven Thousand (\$157,000.00) Dollars ("**Rent**"), which Rent shall be paid in equal monthly installments of Thirteen Thousand Eighty-Three and 33/100 (\$13,083.33) Dollars on the first day of each and every month during the Term hereof, in advance. The Lessor agrees that the Lessee shall pay the Rent monthly on the Lessor's behalf to the Lessor's lender, the Grow America Fund ("**Lender**") in connection with that certain [promissory note and mortgage dated \_\_\_\_\_ and recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Bridgeport Land Records] at the following address or at such other address as the Lender shall designate from time to time:  
  
[Lender Address]
4. **WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the Term shall deliver the Premises to the Lessor in good order and condition, reasonable wear and tear and deterioration by the elements excepted.
5. **PROHIBITION AGAINST ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The Lessee shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed; nor in any event permit the Premises to be occupied for any business or purpose deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the Premises that will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts of the Lessee, there

shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of Rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice, shall not relieve the Lessee herein from the obligations hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this agreement on account of such assignment, subletting or transfer thereof.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and Municipal Governments, including the City of Bridgeport, and all of their departments applicable to the Premises.

7. INDEMNIFICATION; SELF-INSURANCE.

(a) **Indemnification.** To the fullest extent permitted by law, the Lessee, its contractors and agents (the "**Indemnitor**"), agrees to indemnify, save and hold the Lessor, its employees and agents (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, and reasonable attorneys' fees that arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Premises; and (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

(b) **Insurance.** The Lessee is self-insured as to all of its obligations under this Lease, including but not limited to any damage to the premises. Upon the execution of this Agreement, the Lessee shall provide an original letter from the Office of the City Attorney in the form attached hereto as **Schedule C.**

(c) **Incremental Cost of Insurance.** In the event that the Lessor's insurance costs for the Premises are increased as a direct result of the Lessee's presence and activities, the Lessor will notify the Lessee of such incremental cost increase with backup documentation reasonably satisfactory to the Lessee and the Lessee shall pay the incremental cost increase as part of the monthly Rent next becoming due.

8. EXTRA EXPENDITURES. In the event that the Lessor shall make any expenditure for which the Lessee is responsible under this Agreement within thirty (30) days after written notice, then the amount thereof shall be payable within ten (10) days of written demand or may at the Lessor's sole election be added to and be deemed a part of the installment of Rent next coming due.

9. ADDITIONS AND IMPROVEMENTS. Before Lessee desires to make alterations, additions or improvements to the Premises, it shall request in writing the Lessor's consent ("**Consent**"), which request shall include a disclosure of the Lessee's plans. The Lessor shall not delay, withhold or deny its Consent using its commercial business judgment, reasonably exercised. Upon receipt of Consent, the Lessee shall make the approved alterations, additions or improvements in compliance with all requirements of public agencies and authorities having jurisdiction over the Premises. All alterations, additions and improvements (except trade fixtures) installed at the Lessee's expense shall become the property of the Lessor upon a default by Lessee that is not cured pursuant to this Agreement and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof subject to the terms of the Confidentiality Agreement at all reasonable

hours in the case of an emergency to examine the Premises and the Lessee shall not be entitled to any abatement or reduction of Rent but at all other times shall give the Lessee twenty-four (24) hours prior notice. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under the within paragraph, the Lessor agrees that it will not unreasonably interfere with the Lessee's Use.

11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as and where first approved by the Lessor, and the Lessor shall have the right to remove any sign when and if approved in order to paint the building or Premises or make other repairs or alterations.

12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part, then the term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessor shall be entitled to that portion of the award relating to the ownership of the land and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.

13. REAL ESTATE TAXES. Real estate taxes due and payable by Lessor on the Premises shall be deemed included in the Rent payable hereunder. Real estate taxes must be paid current at the execution of this Lease. Lessor shall be responsible for paying all real estate taxes in a timely manner and shall provide the Lessee with evidence of payment no later than January 31<sup>st</sup> and July 31<sup>st</sup> of each year during the Term, provided, however, that, so long as the Rent is being paid by the Lessee to the Lender, the Lender shall pay all real estate taxes in a timely manner.

14. WAIVER OF BREACH. No waiver at any time of the right to terminate this agreement shall impair the right of the Lessor to insist upon such termination in the event of the Lessor subsequently acquiring such right, nor shall the acceptance of Rent at any time constitute such waiver or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.

15. MORTGAGES. This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a bona fide lending institution, which now or shall at any time be placed upon the Premises, and the Lessee agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Agreement to any such mortgage or mortgages. During the Term, the Lessee may request a non-disturbance agreement from any mortgage holder.

16. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein should the Lessee herein be in default of any payment or other obligation to the Lessor which remains unpaid after notice of default and failure to cure.

17. MODIFICATION. No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.

18. NUISANCES. The business of the Lessee will be conducted in such a manner as not to create any nuisance nor to interfere with, annoy or disturb other tenants or the Lessor in the management of the building.

19. FIRE CLAUSE. In the event that the Premises leased, or the building of which the same is a part, shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the same shall be repaired as speedily as possible (but due allowance shall be made for any delay arising in connection with adjustment of the fire insurance loss, or from other causes beyond the Lessor's or the Lessee's sole control) and the Rent accruing to the Lessor shall not cease. The Lessee shall be responsible for making prompt repairs to the Premises if the damage was caused by Lessee's negligence and in all other cases such repairs shall be the responsibility of the Lessor as beneficiary under

the property, fire and casualty insurance policy kept by Lessor to protect the Premises. In the event a part of the Premises is so damaged as to make a part thereof untenable, the Rent shall not cease but shall be adjusted pro rata for the portion of the Premises that is untenable for the period that it remains so. In the event that the damage should be so extensive as to render a substantial portion of the Premises untenable in the reasonable judgment of the Lessee upon written notice from the Lessee, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Agreement shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination.

20. DEFAULTS; REMEDIES. In the event that the Lessee shall default in the payment of Rent the Lessor shall give ten (10) days written notice of such default, and the Lessee shall cure such default within such period. In the event that the Lessee shall default in said Lease by violating or omitting to perform any of the provisions herein contained, the Lessor shall give thirty (30) days written notice of such default, violation or omission, and the Lessee shall cure said default within such period, unless due to the nature of the default it cannot be cured within such 30-day period in which case the Lessee shall be entitled to additional thirty (30) day period in which to cure such default provided that the Lessee is pursuing such cure with its best efforts and due diligence. If the default has not been cured within such time period, this Agreement shall cease and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination. Upon termination, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings without being liable for prosecution therefor, take possession of said Premises and remove all persons therefrom. If the Lessor shall elect, Lessor may re-let the same as the agent for the Lessee or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Lessor may be put to in entering and letting, and then to the payment of the Rent payable under this Agreement and the fulfillment of the Lessee's covenants hereunder; the balance (if any) to be paid to the Lessee who shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date whereon this Agreement or the Term would have expired by limitation had there been no such default by the Lessee.

21. BANKRUPTCY. In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor, and upon five (5) days' notice to the Lessee of the exercise of such option, this Agreement shall cease and come to an end.

22. RULES AND REGULATIONS. The Lessor shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the Premises and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor. Such rules and regulations are attached hereto as **Schedule D**.

23. QUIET POSSESSION. The Lessor hereby covenants that the Lessee, upon paying the Rent as herein reserved, and performing all of the covenants and agreements herein contained on the part of the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised.

24. BINDING UPON PARTIES, ETC. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

25. HOLDING OVER. No holding over and continuing any occupancy or activities by the Lessee after the expiration of the Term herein shall be considered as a renewal or extension of the Term under this Agreement. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this Agreement, and Rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this Agreement for the period of one month only from the date of such expiration, and occupation thereafter shall operate to extend this Agreement for but one

month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

26. DAMAGE CAUSED BY DEFECTS. Lessor shall not be held liable for damage by reason of any latent defect in the Premises nor shall it be liable for damage to the goods or property of the Lessee caused by water leaks or the failure of water, sewer, or drain pipes. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

27. OBLIGATIONS FOR REPAIRS AND MAINTENANCE. The Lessee shall be responsible, at its sole cost and expense, for the construction of any improvements to the Premises, all of which shall require the Lessor's Consent, except as otherwise specifically referred to herein. Lessee shall also be responsible for all ordinary maintenance, repairs and replacements, and for all other expenses related to the Lessee's use of the Premises during the Term. For purposes of this paragraph 27, "replacements" shall mean the Lessee's obligation to replace building fixtures, features or equipment defined by the Internal Revenue Code, as amended, as having a useful life of five(5) years or longer. Lessee's obligations for maintenance, repair and replacment, include but are not limited to the following:

A.

- (a) Salaries, wages, medical and general welfare benefits of Lessee's employees who are used for the operation and maintenance of the Premises and the land on which it stands, including payroll taxes and workers' compensation insurance premiums;
- (b) Electricity, gas, telephone, water, sewer, cable, satellite and other utility costs and fees;
- (c) All heating, air-conditioning and ventilation maintenance costs;
- (d) All utility taxes, if any, surcharges, and all water and sewer charges;
- (e) All personal property taxes and assessments levied against the Lessee's personal property and its leasehold interest in the Premises;
- (f) All costs for construction, repairs, maintenance costs, housekeeping, including building and cleaning supplies, service contracts with others, landscaping, cleaning of parking areas, leaf and snow removal, garbage disposal and the like; and
- (g) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

B. In any case where the Lessee conducts a public bidding process for improvements to the Premises, such improvements shall be performed at Lessee's sole expense. In connection with any such public bidding process, the Lessee will make the Lessor's construction company aware of the requirements of the bid and the Lessor may bid on such work, subject to th City's procurement rules and regulations..

28. ABANDONMENT OF PERSONAL PROPERTY. Lessor shall not be responsible or liable for loss in any event from any of the property of the Lessee brought into the Premises or left therein by the Lessee upon the termination of this Agreement. All personal property (including trade fixtures) left at the Premises, upon removal of the Lessee during or at the end of the Term shall be considered as abandoned by Lessee and may be disposed of by Lessor as it sees fit at the expense of Lessee.

29. DISPUTE RESOLUTION.

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

30. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by delivering such notice by recognized overnight carrier or by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given on the date two (2) days after it is duly delivered to a recognized overnight carrier or after being deposited in any facility of the United States Postal Service.

31. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

32. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules attached hereto contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous agreement or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. PARAGRAPH HEADINGS. The paragraph headings appearing in this Agreement are intended only for the convenience of reference, and are not to be considered in construing this instrument.

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

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

(b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(d) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(e) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

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

### Definitions

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

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

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

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

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

seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

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

(vii) "Premises" means the real property described herein, and its appurtenances.

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

35. OPTION TO PURCHASE. Notwithstanding anything to the contrary contained in this Agreement, the Lessor grants to the Lessee the following option to purchase the Premises:

(a) The Lessor hereby gives, grants, bargains and conveys to the Lessee, an exclusive option to purchase the Premises on the terms and conditions described herein ("**Option**"). The Option shall last for a period commencing on the date first above written and shall expire at 5:00 p.m. on a date sixty (60) days prior to the expiration of the Term ("**Option Period**"). The Option may be exercised at any time during the Option Period, unless this Agreement is earlier terminated as a result of Lessee's default, by the Lessee giving written notice to the Lessor. The purchase price for the Premises shall be determined by establishing the fair market value thereof by independent appraisal. Upon the Lessee's exercise of the Option, each party shall commission an appraisal at its sole cost and expense. The purchase price shall be the average of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the matter of valuation shall be submitted to an independent, neutral appraiser selected by the parties' respective appraisers. The neutral appraiser shall determine the fair market value to be paid by the Lessee within thirty (30) days after the matter is submitted to the neutral appraiser, and such value shall be final and binding. If the Lessee does not agree to purchase the Premises based upon the fair market value of thereof determined by the appraisal procedure described above, it shall give prompt notice to the Lessor, in which case the Lessee may elect to either continue to occupy the Premises in accordance with this Agreement or may terminate, in which case this Agreement shall come to an end and the parties shall have no further obligations to one another except for those obligations arising prior to the termination thereof.

(b) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the Option is exercised and fair market value of the Premises is determined in accordance with this Agreement, subject to the Lessee's acceptance of title, as set forth below. Lessee has the right to conduct inspections and testing of the Premises during such 90-day period and may reject the condition of the Premises and elect not to proceed to close title.

(c) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(d) Within fifteen (15) days after exercising the Option, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy requested by Lessee in accordance with the terms of this Agreement, with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively,

**"Claimed Title Defects"**) disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association (**"Standards of Title"**). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

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

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

### 36. MISCELLANEOUS

(a) **Nondiscrimination.** The Lessee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

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

(c) **Independent Contract.** This Agreement is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.

(d) **Prohibition Against Assignment.** The Lessee may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder. The Lessor may assign its interest in this Agreement at any time to any person or entity that assumes the Lessor's obligations from the date of the assignment hereunder; provided, however, that, absent express consent in writing by the Lessor, such assignment shall not release the Lessor from its obligations to the Lessee hereunder.

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

(f) **Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.

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

(i) Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

(j) Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferrable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

(k) Precedence of Documents. In the event that there exists any ambiguity or conflict between this Agreement and any other document referred to herein, the terms of this Agreement shall govern as to all matters of interpretation.

(l) City Council Approval of Agreement Required. This Agreement shall not become effective until the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and the Lessee delivers a fully-executed original thereof to the Lessor.

(m) No Broker. The parties hereto are signing this Agreement in reliance upon the representations of the other party that there is no broker, agent or finder who brought the Property to the Lessee's attention or in any way negotiated the Agreement with the Lessee. The parties mutually agree that each shall indemnify the other against, and hold the other harmless from, and defend such other party from and against any loss resulting from the claim or lien recorded against the Premises of any broker, salesperson or finder for a fee or commission due where it is claimed that said broker, salesperson or finder brought the Premises to the attention of the Lessee or the Lessee's representatives, or interested the Lessee in the Premises, or in any manner dealt with the Lessee with respect to the Premises. Such indemnity shall include all costs of defending any such claim, including reasonable attorneys' fees. This paragraph shall survive the transfer of the Premises or the earlier termination of this Agreement.

(n) Notice of Lease. The material terms and conditions of this Agreement may be incorporated into a notice of lease and may be recorded on the Bridgeport Land Records.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the day and year first above written.

Signed, Sealed and Delivered

LESSOR

In the Presence of:

---

Name:

Title:

Duly-authorized

Signed, Sealed and Delivered

In the Presence of:

LESSEE

---

Name:

Title:

Duly-authorized

LENDER

The Lender acknowledges and accepts the Lessor's entry into this Lease and acknowledges the Lender's direction that Rent payments be made directly from Lessee to the Lender.

---

Name:

Title:

Duly-authorized

**Schedule A**

**Description of the Demised Premises**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is entered into effective this \_\_\_\_ day of \_\_\_\_, 2010 by and between **Four Kids Enterprises, LLC** ("Lessor") and the **City of Bridgeport** ("Lessee").

**RECITALS**

The parties will be entering or have entered that certain Lease and Option to Purchase Agreement dated \_\_\_\_\_ related to the lease of 485 Howard Avenue, Bridgeport, CT 06605 ("Premises") from Lessor to Lessee;

The Lessee's use of the Premises for police activities has aspects that are confidential in nature and, if divulged, might compromise or adversely affect the health, safety and welfare of the general public;

The Lessor agrees to keep the nature of the Lessee's activities at the Premises in confidence in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual and dependent promises hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**

a. Designation of Confidentiality. The parties acknowledge that the Lessee's use of the Premises is confidential in nature due to the fact that the Lessee will be conducting police activities and storing equipment of various types at the Premises. Police activities, operations, identification of personnel, equipment and the like shall not be disclosed by the Lessor ("Confidential Information") except as may be permitted in this Agreement.

b. Non-Disclosure. At all times during the Term of the Lease and thereafter, the Lessor agrees to keep in confidence all Confidential Information, and shall not use, disclose, disseminate, publish, or otherwise transmit, directly or indirectly, any such Confidential Information.

The Lessor shall be relieved of its obligation of confidentiality and nondisclosure hereunder if Confidential Information is required to be disclosed by any applicable Freedom of Information Act request,

or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided however, that, in connection with any such requested disclosure, the Lessor receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order or agreement providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order or agreement absolving the Lessor of any requirement to disclose the Confidential Information sought. If such orders or agreements cannot be timely obtained by the Lessee, the Lessor shall be permitted to comply with the request.

d. Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Agreement by the Lessor or its attorneys or agents shall no longer be subject to the restrictions of this Agreement. In addition, no information or documentation already in the possession of the Lessor or its attorneys or agents shall be subject to the restrictions of this Agreement.

2. **INJUNCTIVE RELIEF**

The Lessor acknowledges that the injury to the Lessee resulting from any violation of any of the covenants contained in this Agreement will be of such character as cannot adequately be compensated by money damages and, accordingly, the Lessee may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation, and that no bond or other security shall be required in connection with such injunction.

3. **GENERAL**

- a. All notices hereunder shall be in writing in the manner set forth in the Lease.
- b. The laws of the State of Connecticut shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement without regard to conflicts of laws principles.

c. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, supersedes any prior understandings, agreements or representations by or between parties, written or oral, which may have related to the subject matter hereof, and may not be altered except by a writing signed by all parties hereto.

d. The failure of any party hereto to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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

Lessor

By \_\_\_\_\_  
Name  
Title

CITY OF BRIDGEPORT

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

**Self-Insurance Letter**

[Date]

[Addressee]

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

Dear \_\_\_\_\_:

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

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

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

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

Furthermore, the City of Bridgeport, as set forth in the Assistance Agreement, hereby agrees to indemnify and hold harmless the State of Connecticut for any and all claims arising from the negligent actions of the City, its employees, or agents. Notification regarding claims should be addressed to

City Clerk, City of Bridgeport, 45 Lyon Terrace, Bridgeport, CT 06604, with copies to Director of Planning and economic Development, Office of OPED, 999 Broad Street, Bridgeport, CT 06604, and City Attorney, Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

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

Very truly yours,

Mark T. Anastasi, City Attorney

**Rules and Regulations**

RES. # 118-09 Referred to Public Safety & Transportation Committee on 8/2/2010.

Resolution

By Council Member Robert P. Curwen Sr.

For introduction at the meeting of the City Council to be held on August 2, 2010

For referral to the Committee on Public Safety and Transportation.

**Resolution to recommend the transfer of selected City streets to the State of Connecticut.**

**Whereas**, Connecticut General Statutes Section 13a-12 allows the State Transportation Commissioner to take roads into the State highway system from municipalities.

**Whereas**, a transfer of a street from a municipality to the State of Connecticut must conform to the definitions set out in CGS 13a-14.

**Whereas**, there is a track record of transfers of Bridgeport City streets to the State of Connecticut, addressing the needs of the State highway system and reducing the burden of maintenance for Bridgeport taxpayers.

**Whereas**, the City Director of Planning has assembled a listing and rationale for City streets that have potential to meet the criteria of Connecticut General Statutes.

**Whereas**, the City Director of Planning has recommended an in-house review of each road transfer being considered for potential adverse impacts on the City.

**Be it resolved that** the City Council review the listing of potential road transfers and recommendations and precautions assembled by the City Director of Planning.

**Be it resolved that** the City Council forward their recommendation for transfer of City streets to the Mayor for communication to the Connecticut Department of Transportation.



Robert P. Curwen Sr.

7-15-10

Date

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 19 AM 9:07  
LATEST  
CITY CLERKS

**Wilson, Frances**

---

**From:** White, Thomas  
**Sent:** Friday, July 16, 2010 10:33 AM  
**To:** Wilson, Frances  
**Subject:** Resolution for August 2nd meeting

Hello Frances.

Attached is the Word document for a resolution being submitted by Bob Curwen. Bob signed it yesterday and it is in the inter-office mail to you now.

Tom.



Resolution -  
ransfer City Str.

**Thomas J. White**  
Legislative Services Director  
City of Bridgeport  
Office of Legislative Services  
999 Broad Street  
Bridgeport, CT 06604  
Tel. 203-332-3009  
Fax 203-332-3013  
[thomas.white@bridgeportct.gov](mailto:thomas.white@bridgeportct.gov)

RECEIVED  
CITY CLERKS OFFICE  
10 JUL 16 PM 1:46  
ATTEST  
CITY CLERK \_\_\_\_\_



BILL FINCH  
Mayor

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

DONALD C. EVERSLEY  
Director of  
Planning and  
Economic Development

MICHAEL P. NIDOH  
Director of Planning

TO: Mark Anastasi – Office of the City Attorney  
Robert Curwen, Sr. – City Councilman

FROM: Mike Nidoh – City Planning 

DATE: June 2, 2010

RE: State Roads in Bridgeport  
Potential Additions

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CITY CLERKS OFFICE  
10 JUL 30 AM 9:30  
ATTEST  
CITY CLERK

Recently, both of you requested this department to review potential city roads that could become State roads and the rationale for this change. Prior to addressing this potential listing of new State roads, I believe that it is important to understand which roads are currently State roads in the city.

Current State roads in the city of Bridgeport are:

**CT Route #1**

North Avenue, from the Fairfield Town Line easterly to the intersection of Chopsey Hill Road whereby North Avenue becomes Boston Avenue and proceeds easterly to the Stratford Town Line.

CT Route #1 continues into the Towns of Fairfield and Stratford.

**CT Route #59**

Brooklawn Avenue, at the Fairfield Town Line, southerly to CT Route #1 (North Ave.)

Route #59 continues northward into the Town of Fairfield.

**CT Route #127**

East Main Street, from the intersection with Stratford Avenue (CT Route #130) northerly to the Trumbull Town Line.

CT Route #127 continues into the Town of Trumbull.

### CT Route #130

Fairfield Avenue at the Fairfield Town Line, easterly to the intersection of State Street, where the route splits. State Street becomes Route #130 easterly to Water Street while Fairfield Avenue, from Water Street to State St. becomes CT Route #130 westbound. Water Street, from State St. to Fairfield Ave., merges back to the two-way CT Route #130 at the intersection with Stratford Avenue. Stratford Avenue then heads easterly to the intersection with Connecticut Avenue where the route again splits. Stratford Ave. remains Ct Route #130 eastbound to the Stratford Town Line while Connecticut Avenue, from the Stratford Town Line westbound to the intersection with Stratford Ave. is also CT Route #130.

CT Route #130 continues into the Towns of Fairfield and Stratford.

### CT Route #730

Huntington Turnpike, from the intersection with East Main Street (CT Route #127), northerly to the Trumbull Town Line.

CT Route #730 continues into the Town of Trumbull.

The other State roads within the Bridgeport municipal boundaries are **I-95** and **CT Routes #8/25** which are elevated interstate highways.

Historically, in order for a municipality's roadway to be even considered for inclusion into the State route system, it had to connect to at least two (2) existing State roads as well as meet certain physical roadway standards. There are a couple of City roadways that could possibly meet these requirements and they are as follows:

1. An extension of **CT Route #59** from its current southern terminus at North Ave. (Route #1) to Commerce Drive along **Dewey Street**. **Commerce Drive** should then be incorporated into CT Route #59, at least from Dewey St. to Fairfield Ave. (CT Route #130).
2. An extension of CT Route #730 from its current southern terminus at East Main St. (Route #127) to CT Route #1 at North Ave. via **Noble Avenue**.
3. A new CT Route from North Avenue (Route #1) southerly along **Housatonic Avenue** to State St. (Route #130).

During my 32+ years with the City of Bridgeport, there have been a series of periodic efforts made to have the State assume the responsibility for various current City streets – East Main Street (CT Route #127) was the last successful effort in this regard. Most of these efforts were not well thought out or presented with a reasonable rationale in support of the effort and failed to attract any CT Department of Transportation (CDOT) interest.

Given the specific assignment to identify potential new State roads within the city of Bridgeport, I offer the following for your consideration:

1. **Brewster Street**, from the Fairfield Town Line to Fairfield Ave. (CT Route #130). This roadway is envisioned to absorb a significant amount of traffic that will be generated from the 3<sup>rd</sup> Train Station in Fairfield just across the town line in Ash Creek at Black Rock Turnpike. Making Brewster St. and Black Rock Turnpike a State route and making Commerce Drive a State road will provide State-control over the roadways linking the new train station with other State routes and the I-95 ramps.
2. **Clinton Avenue**, from Brooklawn Ave. (CT Route #59) southerly to State St. (CT Route #130). This is a relatively wide street that can serve as a "cross-connection" between State Routes #1 and #130; the State's primary and secondary I-95 by-pass routes.
3. **Main Street**, from State St. (CT Route #130) to the Trumbull Town Line was formerly a State road – CT Route #25 until the Route #8/25 connector opened. Main St. was decommissioned as a State road within the city of Bridgeport however; Main St., north of the Bridgeport-Trumbull Town Line remains a State road.
4. **Capitol Avenue** from Brooklawn Avenue easterly to North Avenue (CT Route #1). This is a major east-west roadway that supports traffic utilizing CT Route #1 and appears to serve as a passenger vehicle "relief valve" to Route #1's commercial traffic volumes.
5. The proposed **New Seaview Avenue Corridor** roadway should become a State project as this proposed roadway will significantly reduce CT Route #1 traffic between Seaview Avenue and North Avenue seeking to access the I-95 highway via the CT Route #8/25 Connector. From the I-95 (Interchange #29) northward to Boston Avenue (CT Route #1) as well as the lower portion of the existing Seaview Avenue from Central Avenue to Interchange #29 should be a State road.
6. **Bishop Avenue** from Stratford Ave. (CT Route #130) northward to Boston Ave. (CT Route #1) could be another "cross-connection" between State Routes #1 and #130; the State's primary and secondary I-95 by-pass routes.

The attached map indicates the existing State roads within the city of Bridgeport as well as the nine (9) potential State roadways listed above.

I would suggest that prior to pursuing the State's acceptance of these city roads as State roads that an in-house review of each potential road transfer be conducted for any potential adverse impacts on the City. For example, the City Ordinance governing the esplanades on Noble Ave. would be voided should this roadway become a State road. The State may decide to eliminate these esplanades for ease of maintenance and to reduce their liability risks. Even if the State allows these esplanades to remain, they will require the City to maintain and assume any liabilities for them.

Additionally, the City would lose revenue in the form of City Street Opening Permits in lieu of CDOT permitting for State roads. Public improvements along these avenues would now also be subject to State permitting and design standards. How this would impact the WPCA's storm &

sanitary sewer separation plans is unknown. While it would not stop these projects, the CDOT reviews of these plans and their required changes would add both time and costs to these efforts.

The City's integrated traffic signalization plans would have to be reconfigured as the City's traffic signal program is different from that of the State's. This could involve costs of an unknown degree as the City's various "loop" systems could be broken by a State takeover of traffic signals along these routes.

The more roads in the city become State roads will result in redevelopment projects requiring State Traffic Commission (STC) activity; even if the project doesn't meet the State's thresholds for a permit. The redevelopment projects that are located on a State road will still require a signoff before our Building Dept. can issue a building permit

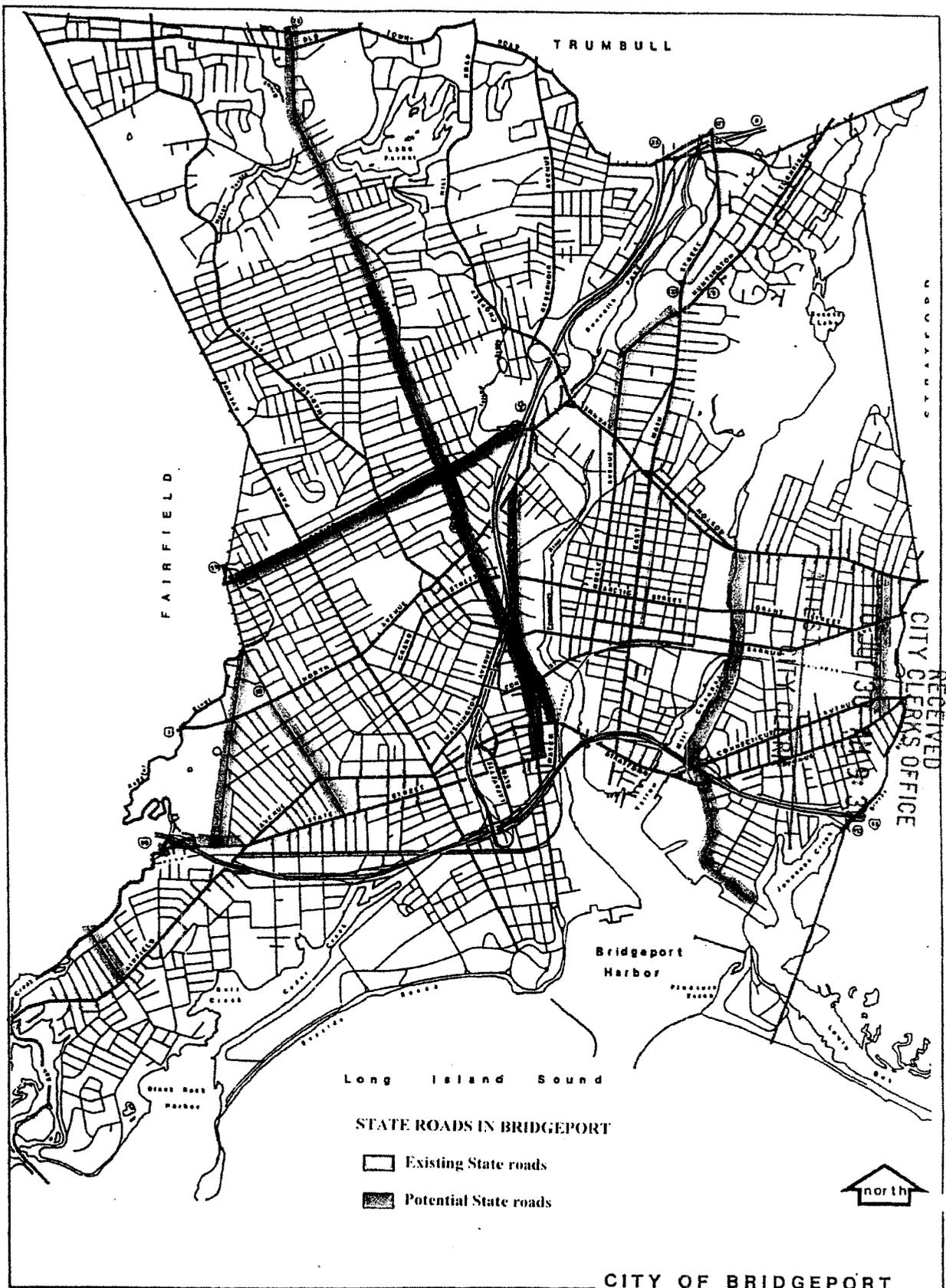
While I do not see any of these concerns being insurmountable; the City should go into this project fully cognizant of the issues associated with such an effort.

Just as an aside, the Office of Planning & Economic Development (OPED) is currently working on the concept of converting State Street to two-way traffic at the direction of the Mayor. Should this effort bear fruit, there is the potential for the State to seek to turn back over to the City - the jurisdiction, operational control, and maintenance of Fairfield Avenue.

Should you have any question of me concerning the above, please feel free to contact me at your convenience. I can be reached via e-mail at [michael.nidoh@bridgeportct.gov](mailto:michael.nidoh@bridgeportct.gov) or by phone at 203.576-7191.

Attachment: (1)

Pc: Don Eversley – OPED (w/ attachment)



CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
R. Christopher Meyer  
Eroll V. Skyers

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

ASSOCIATE CITY ATTORNEYS

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



COMM. # 130-09 Referred to Miscellaneous Matters Committee (08/02/10) OFFICE OF THE CITY ATTORNEY  
The Honorable City Council August 2, 2010 THE FLOOR  
of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

**Re: Proposed Workers' Compensation Full and Final Stipulation  
Between City of Bridgeport and Michael Bauco**

Dear Honorable Councilpersons:

The Office of the City Attorney respectfully recommends the following pending Workers' Compensation Litigation be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

Claimant	Nature of Claim	Claimant's Attorney	Consideration
Michael Bauco	Workers' Compensation	Andrew J. Morrissey 203 Church Street Naugatuck, CT 06770	\$45,000

Kindly place this matter on the agenda for the City Council meeting of August 2, 2010 for referral to the Miscellaneous Matters Committee. Two separate motions will be required: (1) Motion to Add to the Agenda (2/3 majority vote required) and (2) Motion to Refer to Misc. Matters Comm. (Simple majority vote required). Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

Cc: Bill Finch, Mayor  
Fleeta C. Hudson, City Clerk

RECEIVED  
CITY CLERKS OFFICE  
AUG - 3 AM 9:20  
AUSTIN CITY CLERK

Amendment to the Municipal Code of Ordinances, Chapter 13.10  
The City of Bridgeport Energy Improvement District and Energy  
Improvement District Board, amended Section 13.10.030 Board,  
Subsection A.

**Report**  
**of**  
**Committee**  
**on**  
Ordinances

**Submitted: August 2, 2010**

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

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

*Shirley A. Walker*

City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor



# City of Bridgeport, Connecticut

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

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

**\*108-09 CONSENT CALENDAR**

## RESOLUTION

**WHEREAS**, effective June 4, 2007, the State legislature authorized municipalities to create energy improvement districts by the passage of C.G.S. Section 32-80 *et seq.*; and

**WHEREAS**, on May 5, 2008, by majority vote of the City Council, the City of Bridgeport enacted Chapter 13.10 of the Bridgeport Municipal Code wherein it created an energy improvement district within the municipal boundaries of the City; and

**WHEREAS**, in furtherance of the stated goal toward "efficiency, reliability and the furtherance of commerce and industry" within the district, the Mayor established a committee to set the functional, practical, financial and legal foundation for the Energy Improvement Board and District; and

**WHEREAS**, said Committee investigated and analyzed potential project designed to promote efficiency in energy usage and assist its taxpayers in energy costs; and

**WHEREAS**, said Committee pursued extensive research and education in the complexities in the availability of projects, legislation, and grant funding; and

**WHEREAS**, the Committee utilized its collective education and experience to craft founding by-laws and organizational charts for the functional and governing bodies to be devoted to the Districts pursuit and success in the diverse opportunities available; and

**WHEREAS**, the Committee and the City Administration have determined that the District and its accomplishments would be better served by a larger Board, thereby allowing for a more extensive base of education, experience, financial management, technology, staff oversight and continuity from which the District can thrive; and **NOW THEREFORE**,



Report of Committee on Ordinances

**\*108-09 CONSENT CALENDAR**

-2-

**BE IT ORDAINED**, By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 13.10 The City of Bridgeport Energy Improvement District and Energy Improvement District Board, Section 13.10.030 Board, Subsection A is hereby amended as follows:

**Chapter 13.10 THE CITY OF BRIDGEPORT ENERGY IMPROVEMENT DISTRICT AND ENERGY IMPROVEMENT DISTRICT BOARD**

**13.10.030 Board.**

A. The board of the district shall consist of [five] seven voting members. The voting members shall be the City's Chief Administrative Officer or his/her designee, the City's Director of Planning and Economic Development or his/her designee, the City's Director of Public Facilities or his/her designee and four electors or representatives of businesses located in the district, who shall be appointed by the mayor with the approval by the city council. The board of the district shall also consist of five ex officio members, one of which shall be the Mayor, the four remaining of which shall be appointed by the mayor with the approval of the city council. The terms of the City's Directors shall not expire. The terms of the originally appointed [designated] members shall expire as follows: [one] one ex officio member on December 31, [2008] 2011; [one] one voting member and one ex officio member on December 31, [2009] 2012; [one] one voting member on December 31, [2010] 2013; one voting member and one ex officio member on December 31, [2011] 2014; one voting member and one ex officio member on December 31, [2012] 2015. Thereafter, upon the expiration of these original terms, all the terms shall be for a period of five years. Any vacancy shall be filled in the same manner as the original appointment. The mayor shall be ex-officio member of the board. No member may serve more than ten consecutive years. The board members shall serve without compensation, except for reasonable and necessary expenses.

Qualifications of board members

B. To insure that the members of the board have the highest knowledge of energy use and conservation, at least three of the members shall have education or training and three or more years of experience in one or more of the following fields:

Economics, engineering, law, accounting, finance, utility regulation, public or government administration, consumer advocacy, business management, and environmental management. At least three of these fields shall be represented on the Board by individual members at all times.

EFFECTIVE UPON PUBLICATION

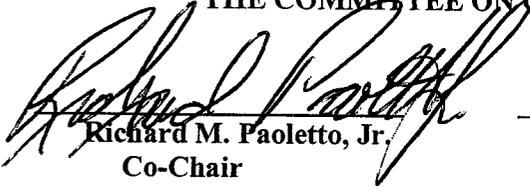


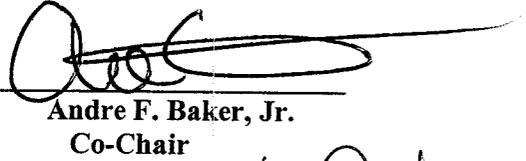
Report of Committee on Ordinances

\*108-09 CONSENT CALENDAR

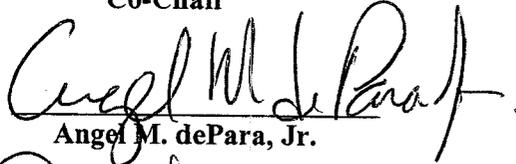
-3-

Respectfully submitted,  
THE COMMITTEE ON ORDINANCES

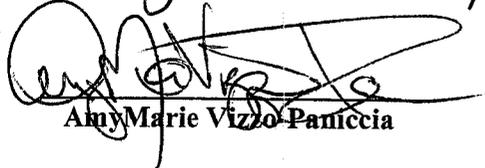
  
Richard M. Paoletto, Jr.  
Co-Chair

  
Andre F. Baker, Jr.  
Co-Chair

  
Martin C. McCarthy

  
Angel M. dePara, Jr.

  
Richard Bonney

  
AmyMarie Vizzo-Paniccia

Anderson Ayala

City Council Date: August 2, 2010

**\*105-09 Consent Calendar**

Grant Submission: re: State of Connecticut,  
Department of Public Health for FY2010-2011  
Preventive Health & Health Services Block Grant  
Program.

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**Report  
of  
Committee  
on  
CEA & Environment**

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Submitted: August 2, 2010

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# 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:

## **\*105-09 Consent Calendar**

**WHEREAS**, the State Department of Public Health 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 Bridgeport Health and Nutrition Education Program; and

**WHEREAS**, funds under this grant will be used to support a community nutrition and physical activity program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Human Services, submit an application to the State Department of Public Health in an amount not to exceed \$27,027 for the purpose of supporting a community nutrition and physical activity program; Now, therefore be it

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

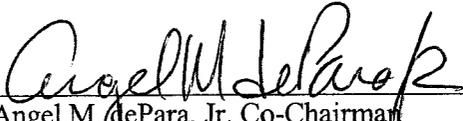
1. That it is cognizant of the City's grant application and contract to the State Department of Public Health to support the community nutrition and physical activity program, and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Bridgeport Health and Nutrition Education Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



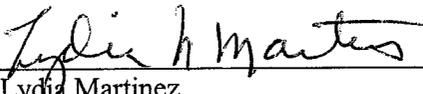
Report of Committee on ECD and Environment  
\*105-09 Consent Calendar

-2-

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

  
Angel M. dePara, Jr. Co-Chairman

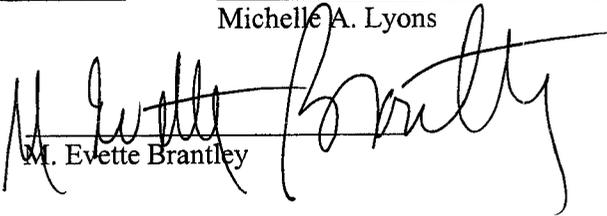
\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

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

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

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

  
M. Evette Brantley

**\*106-09 Consent Calendar**

Grant Submission: re: State of Connecticut,  
Department of Public Health for FY2010-2011 Per  
Capita Grant.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 2, 2010**

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# 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:

**\*106-09 Consent Calendar**

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

**WHEREAS**, this funding has been made possible through the Per Capita Grant; and

**WHEREAS**, funds under this grant will be used to support the Department of Health and Social Services in various health and wellness initiatives; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Ct State Department of Public Health in an amount not to exceed \$160,957.90 to support the Department of Health and Social Services in various health and wellness initiatives; Now, therefore be it

**RESOLVED BY THE City Council:**

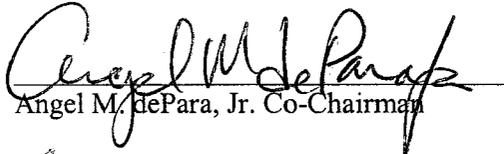
1. That it is cognizant of the City's grant application and contract to the Ct State Department of Public Health for funds to support the Department of Health and Social Services in various health and wellness initiatives.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Ct State Department of Public Health for a Per Capita Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



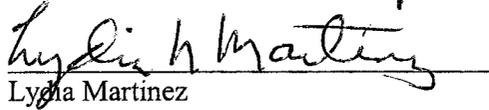
Report of Committee on **ECD and Environment**  
**\*106-09 Consent Calendar**

-2-

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

  
Angel M. dePara, Jr. Co-Chairman

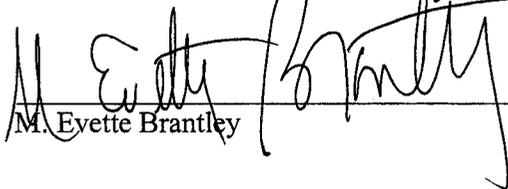
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Robert P. Curwen, Sr. Co-Chairman

  
Lygia Martinez

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Warren Blunt

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Anderson Ayala

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Michelle A. Lyons

  
M. Evette Brantley

**\*110-09 (PHO) Consent Calendar**

Public Hearing Ordered on September 7, 2010 re:  
Acquisition of 405 Knowlton Street. **DENIED**

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 2, 2010**

**DENIED: - HEARING DEEMED UNNECESSARY.**

Attest:



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

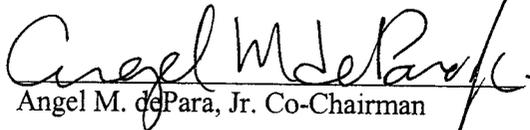
*To the City Council of the City of Bridgeport.*

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

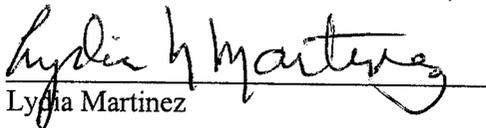
**\*110-09 (PHO) Consent Calendar**

**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Tuesday evening, September 7, 2010 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Acquisition of 405 Knowlton Street.

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

  
Angel M. dePara, Jr. Co-Chairman

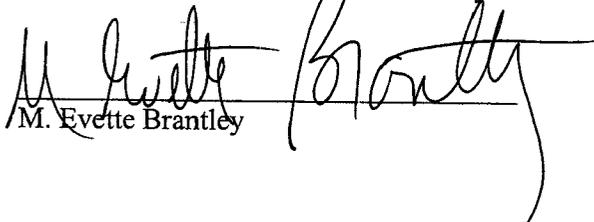
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Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

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

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

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

  
M. Evette Brantley

Council Date: August 2, 2010

**\*111-09 (PHO) Consent Calendar**

Public Hearing Ordered on September 7, 2010 re:  
Acquisition of 305 Knowlton Street. **DENIED**

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**Report  
of  
Committee  
on  
CEA & Environment**

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Submitted: August 2, 2010

**DENIED: HEARING DEEMED UNNECESSARY.**



Attest:

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

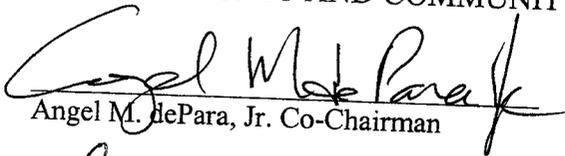
To the City Council of the City of Bridgeport.

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

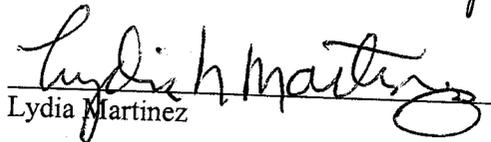
**\*111-09 (PHO) Consent Calendar**

**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Tuesday evening, September 7, 2010 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Acquisition of 305 Knowlton Street.

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

  
Angel M. dePara, Jr. Co-Chairman

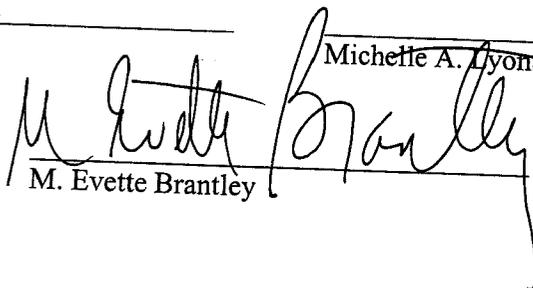
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Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

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

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

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

  
M. Evette Brantley

Council Date: August 2, 2010

**\*112-09 (PHO) Consent Calendar**

Public Hearing Ordered on September 7, 2010 re:  
Proposed Sale and Ground Lease Agreement for  
property located at Sikorsky Memorial Airport with  
GAMA Aviation Inc. for use as a corporate Headquarter  
operation.

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**Report  
of  
Committee  
on  
Contracts**

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**Submitted: August 2, 2010**

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

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



City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

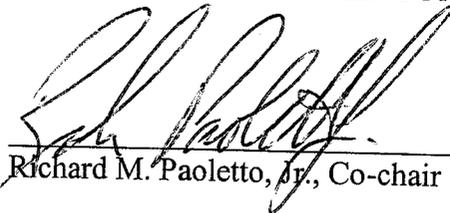
*To the City Council of the City of Bridgeport.*

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

**\*112-09 (PHO) Consent Calendar**

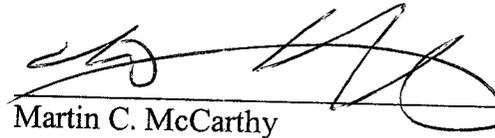
**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Tuesday evening, September 7, 2010 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the sale and ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a corporate Headquarter operations.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Richard M. Paoletto, Jr., Co-chair

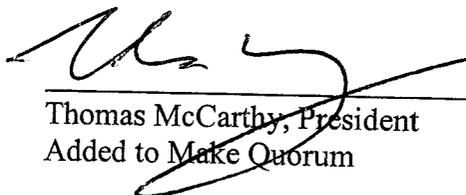
\_\_\_\_\_  
Carlos Silva, Co-chair

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

  
Martin C. McCarthy

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

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

  
Thomas McCarthy, President  
Added to Make Quorum

\_\_\_\_\_  
James Holloway

**\*104-09 Consent Calendar**

Settlement Agreement with International Association of Firefighters, Local 843.

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**Report  
of  
Committee  
on  
Miscellaneous Matters**

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**Submitted: August 2, 2010**

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

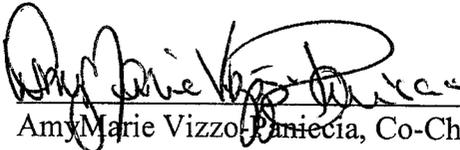
*To the City Council of the City of Bridgeport:*

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

**\*104-09 Consent Calendar**

**RESOLVED**, That the attached Settlement Agreement between the City of Bridgeport and International Association of Firefighters, Local 843, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

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

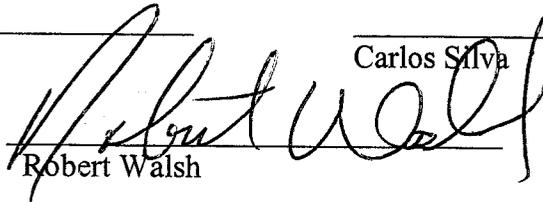
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Warren Blunt, Co-Chair

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Denese Taylor-Moye

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

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

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

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

## SETTLEMENT AGREEMENT

This Agreement is made this 17<sup>th</sup> day of May 2010 between the International Association of Firefighters Local 843 ("Union") and the City of Bridgeport (the "City"),

*WHEREAS*, the Union claims that the City Charter §211(b) requires the personnel director to administer a promotion test within one hundred and twenty (120) days of the creation of a vacancy in the competitive division of the classified service when no appropriate employment list exists, and

*WHEREAS*, the Union has filed a grievance with the State Board of Mediation and Arbitration (SBMA) (Case No. 2009-A-0103) under the grievance-arbitration procedure of the collective bargaining agreement alleging that the City failed to give a timely exam for lieutenant, assistant chief and captain and they claim that its members have been harmed and the Union is seeking broad relief for impacted Union members, and

*WHEREAS*, the City has claimed that such grievances are not proper subjects for arbitration, and has raised that issue at the SBMA, and

*WHEREAS*, the City and the Union recognize that timely administration of promotional examinations is a continuing issue and as such, an agreement as set forth herein will inure to the benefit of both parties and is made to settle the above grievance and move the parties forward on the issue of administering timely promotional exams.

*NOW, THEREFORE*, the Union and the City agree as follows:

1. The Union retains whatever rights it has to seek to compel the administration of promotional examinations by civil action and/or mandamus in a court of competent jurisdiction.
2. "Classification seniority" is defined in the collective bargaining agreement ("CBA") between the Union and the City as, "Seniority except for purposes of pension shall be by

classification and shall consist of the relative length of accumulated service of each employee in the employee's respective classification." If a promotional examination is not administered as required by Section 211 (b) of the City Charter within the 120 days of a vacancy, the Union and the City agree that as to those members who eventually take the examination and are promoted they will be credited with what the parties describe as "classification seniority" and if applicable paid at a higher step in the following manner:

A. The first member ranked number one on a promotional list shall be credited with classification seniority back to the one hundred and twentieth (120th) day after the first vacancy for the position tested and it is agreed that the member's date of promotional appointment is the one hundred and twentieth (120th) day after the first vacancy.

B. Each subsequent member appointed from a promotional list shall receive classification seniority relating back to the one hundred and twentieth (120th) day after the first vacancy or the date of the vacancy such member is appointed to fill, whichever date is later.

C. If applicable, a member's rate of pay under the scenario's described in paragraphs 2A and 2B for purposes of step increases required by the collective bargaining agreement shall be based on the assumption that the member's date of promotional appointment was the one hundred and twentieth (120th) day after the first vacancy or the date of the vacancy such member is appointed to fill, whichever date is later.

D. Neither the Union nor any member shall be entitled to back wages or other monetary relief in settlement of State Board of Mediation and Arbitration Case No. 2009-A-0103.

E. The Union and City agree and understand that the terms and provisions of this Agreement concerning crediting "classification seniority" does not eliminate or supersede the applicable probationary period language found in the Bridgeport City Charter and the collective bargaining agreement (CBA) between the City and Union. Newly appointed promotional candidates must satisfy the probationary periods established in the Charter and CBA.

3. Disputes concerning the interpretation and/or enforcement of this Paragraph 2 shall be resolved through the grievance-arbitration procedure in the collective bargaining agreement.

4. The Union shall withdraw grievance No. 2009-A-0103 and any other similar grievance(s) filed and pending before the State Board of Mediation and Arbitration that concern post test "classification seniority".

5. This Settlement Agreement shall not alter or affect the conduct of the grading of merit examinations, the rating of candidates, and the establishment of lists from such examinations, and the initial appointments from such lists.

6. Nothing herein, shall be construed to diminish the authority of the Fire Department and/or Civil Service Commission to determine a) the number of promotional positions in the Fire Department's Table of Organization; and/or b) whether to fill any vacancy in a promotional position.

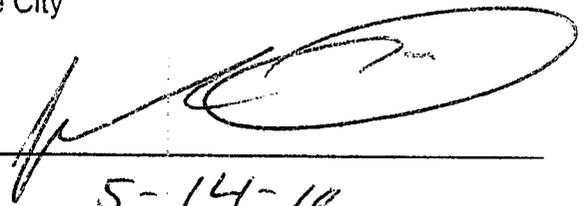
7. The Union agrees not to accept, file and/or process any grievances dealing with the issues raised in grievance Case No. 2009-A-0103 except as authorized under this Agreement.

8. The parties agree that the classification seniority credited pursuant to the terms of this agreement shall apply to the results of the last Assistant Chief and Captain promotional examinations and shall not apply to the results of the last Lieutenant promotional examination which was settled by agreement in case Docket No: 3:08 CV-01320 (JCH) filed in U.S. District Court of Connecticut.

The Union

By:   
5-14-10

The City

By:   
5-14-10  
John R. Mitola

Workers' Compensation Stipulation between the City  
of Bridgeport and Charles Ferreira.

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Report  
of  
Committee  
on  
Miscellaneous Matters

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Submitted: August 2, 2010

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

Attest:   
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# 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:

97-09

**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 Charles Ferreira upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum of \$35,000.00 as provided for in the stipulation.

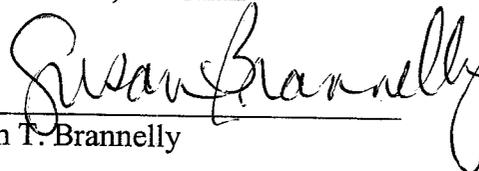
<u>NAME</u>	<u>NATURE OF CLAIM</u>	<u>CLAIMANT'S ATTORNEY</u>
Charles Ferreira	Workers' Compensation	Christopher B. Carveth, Esq., Stevens, Carveth & Carroll 26 Cherry Street Milford, CT 06460

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

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

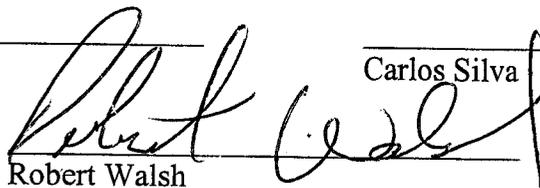
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Warren Blunt, Co-Chair

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Denese Taylor-Moye

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

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Manuel Ayala

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

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

# DRAFT

CHARLES FERREIRA  
235 CHURCH STREET  
MONROE E, CT 06468  
DOB: 09/28/1952

CLAIMANT

: CORAM

: WORKERS' COMPENSATION  
COMMISSION

VS.

: FOURTH DISTRICT

CITY OF BRIDGEPORT  
FIRE DEPARTMENT  
45 LYON TERRACE #222  
BRIDGEPORT, CT 06604

EMPLOYER-RESPONDENT

: COMMISSION FILE NO: 400042196

AND

BERKLEY RISK ADMINISTRATORS OF  
CONNECTICUT, INC.  
P.O. BOX 4012  
FARMINGTON, CT 06034-4012

THIRD PARTY ADMINISTRATOR-  
RESPONDENT : MARCH , 2010

APPEARANCES: The claimant is represented by Christopher B. Carveth, Esq., of Stevens, Carveth & Carroll, 26 Cherry Street, P.O. Box 432, Milford, CT 06460.

The respondents are represented by Frank A. May, Esq., of Montstream & May, L.L.P., 655 Winding Brook Drive, P.O. Box 1087, Glastonbury, CT 06033-6087.

**AWARD BY STIPULATION FOR FULL AND FINAL SETTLEMENT**

Upon the within and foregoing Agreement being this day submitted to and examined by the Undersigned, I find the same is a just and reasonable settlement of a disputed claim and ought in all respects to be ratified and confirmed.

WHEREUPON, IT IS ORDERED, ADJUDGED AND AWARDED that compliance with this Agreement shall constitute a full, final and complete settlement of a disputed claim which is hereby ratified and confirmed.

\_\_\_\_\_  
COMPENSATION COMMISSIONER

\_\_\_\_\_  
DATE

## **AWARD BY STIPULATION FOR FULL AND FINAL SETTLEMENT**

On or about May 10, 1982, March 23, 1984, June 25, 1985, June 7, 1986 and for the entire duration of his employment with the employer-respondent, Charles Ferreira, hereinafter referred to as the claimant, was employed by the City of Bridgeport Fire Department, hereinafter referred to as the employer-respondent.

Both parties were subject to the provisions of the Workers' Compensation Act of the State of Connecticut and the employer had fully complied with the terms thereof by self-insuring its compensation liability with Berkley Risk Administrators of Connecticut, Inc., acting as the Third Party Administrator-Respondent.

Upon due and regular statutory notice, this case was assigned to the Fourth District Commissioner, where representatives of the parties appeared before said Commissioner and with whose assistance have resolved the issues by a full and final settlement.

It is claimant's contention that on or about May 10, 1982, while at work for the employer-respondent, he injured his back and left knee; that on or about March 23, 1984, while at work for the employer-respondent, he injured his back; that on or about June 25, 1985, while at work for the employer-respondent, he injured his right shoulder; that on or about June 7, 1986, while at work for the employer-respondent, he injured his right ankle; that as a result of these accidents, or as a result of repetitive acts, he sustained numerous injuries and conditions, including but not limited to the following: herniated disc at L5-S1; L5 radiculopathy; left sided paraspinous tenderness; paraspinal hypertonicity with point tenderness at the right distal lumbar spine and right sciatic notch; discogenic pain; myospasm, pain, stiffness and discomfort of the low back; restrictive range of motion of the lumbar spine; antalgia; bilateral buttock, leg, thigh and knee pain; osteoarthritis of the left knee; left knee meniscus tears; chondromalacia patella; proximal plantar fasciitis of the left foot; proximal tibial and medial femoral condyle osteophytes; numbness of bilateral feet; right shoulder strain/sprain and/or rotator cuff injury.

The claimant further contends that as a result of said injuries he suffers from a 20% permanent partial disability to the back, 20% permanent partial disability to the left leg, and a significant/substantial permanent partial disability to the right leg and right



SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) to be paid between July 1, 2010 and July 31, 2010.

The same to be in full, final and complete settlement, adjustment, accord and satisfaction of all claims which the aforesaid claimant might otherwise have against the respondents or either of them, known or unknown, and to be made and accepted in lieu of all other compensation payments in accordance with the language of our Compensation Act. The claimant agrees to pay and assume responsibility for all medical, surgical, hospital, nursing and incidental expenses, past, present and future.

The payment as stated above shall be made and accepted as a full and final settlement for all compensation including specific for said injuries, disfigurement for said injuries, scarring for said injuries, and for all results upon the claimant, past, present and future, and for all claims for medical, surgical, hospital and incidental expenses and for all compensation which may be due to anyone in case of the death of the claimant; to the end that the payment of such sum shall constitute a complete satisfaction of all claims due or to become due at any time in favor of anybody on account of the claimed injuries or on account of any condition, known or unknown, in any way resulting out of the said injuries or on account of the claim.

It is expressly understood and agreed that the payment of such sum is in full accord and satisfaction of disputed claims and is not an admission of any liability by the respondents.

It is further stipulated and agreed that before the claimant signed the stipulation he read it or the same was read and interpreted to him in a language that he understood; that he knew that this is a full and final settlement intended to deal with any and all conditions, known or unknown, which exist as of the date hereof, and any changes of conditions which may arise in the future on account of said alleged accidents or injuries.

It is agreed by and between the parties hereto that this stipulation was not induced nor entered into by fraud, accident, mistake or duress and that none of the parties hereafter shall have any further claims under the Workers' Compensation Act of the State of Connecticut; except such rights granted by said Act under Sections 31-293, 31-349, 31-299b and any amendments thereto or any other common law

apportionment remedies are fully reserved.

IN VIEW OF THE FOREGOING, We the undersigned, hereby unite in requesting the Compensation Commissioner for the 4<sup>th</sup> District to make an award by stipulation pursuant to this Agreement.

IN WITNESS WHEREOF, We have hereunto set our hands and seals.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CHARLES FERREIRA  
CLAIMANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHRISTOPHER B. CARVETH, ESQ. DATE  
CLAIMANT'S ATTORNEY  
TAXPAYER ID NUMBER: 06-0968297

\_\_\_\_\_  
CITY OF BRIDGEPORT FIRE DEPARTMENT  
EMPLOYER-RESPONDENT

AND

\_\_\_\_\_  
CITY OF BRIDGEPORT FIRE DEPARTMENT  
THIRD PARTY ADMINISTRATOR-  
RESPONDENT

\_\_\_\_\_  
FRANK A. MAY, ESQ.  
RESPONDENTS' ATTORNEY

\_\_\_\_\_  
DATE

**DRAFT**

**RE: Charles Fereira v. City of Bridgeport/Fire  
D/A: 5.10.82 (left knee and low back)**

This letter will confirm that the health insurance provided by the City of Bridgeport to Mr. Fereira as a retiree of the City will continue to cover reasonable and necessary medical expenses that may arise out of his employment related injuries with the City despite the fact that his workers' compensation claims have been settled by full and final stipulated award in the Workers' Compensation Commission. The coverage under the City's health insurance program will be the same as that provided to retired former employees of the City who were employed in the same department and the same capacity as Mr. Fereira prior to his retirement, and subject to all of the normal deductibles, co-pays and limitations that would be provided to such individuals.

Very truly yours,

Richard Weiner

Report  
of  
Committee  
on

Miscellaneous Matters

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Submitted: August 2, 2010

Adopted:

Attest:



City Clerk

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Approved

Mayor

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# 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:

115-09

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

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

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

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Ohio Indemnity	Michael J. Auger, Esq. 76 Batterson Park Rd. Farmington, CT 06032	Snow Plow Truck Property Damage	\$28,852.49

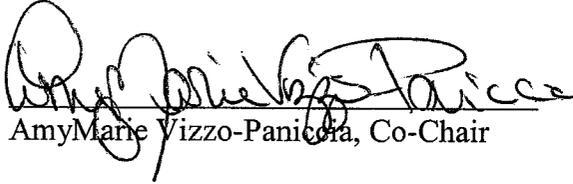
**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the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



Report of Committee on Miscellaneous Matters  
**115-09**

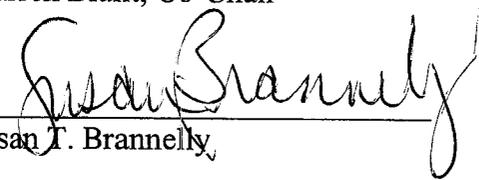
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

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

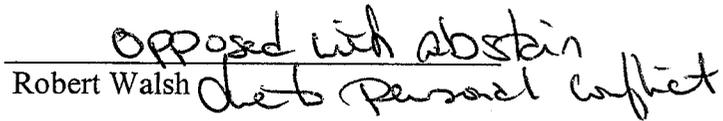
\_\_\_\_\_  
Warren Blunt, Co-Chair

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

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

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

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

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

110-09

Acquisition of 405 Knowlton Street.

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**Report**  
**of**  
**Committee**  
**on**  
**CEA & Environment**

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**Submitted: August 2, 2010 OFF THE FLOOR**

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

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

*Shirley A. Walker*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# 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:

110-09

A Resolution by the Bridgeport City Council  
Authorizing the Acquisition of 405 Knowlton Street

**Whereas**, MAT Holdings LLC, a Creditor-LLC, is foreclosing upon its interest in the approximately 8/10<sup>th</sup> of an acre property known as 405 Knowlton Street; and

**Whereas**, the City's Neighborhood Stabilization Program (NSP) is focused on the strategic acquisition and rehabilitation of foreclosed properties; and

**Whereas**, 405 Knowlton Street is an eligible property under the Neighborhood Stabilization Program; and

**Whereas**, this property is located within an area of the East Side that has seen considerable real estate investment, both privately and within NSP; and

**Whereas**, the property is currently in an abandoned and blighted condition; and

**Whereas**, this property offers approximately 200 linear feet of direct waterfront access to the Pequonnock River and is immediately adjacent to a City owned waterfront parcel at 459 Knowlton Street which offers another approximately 500 linear feet of direct waterfront access; and

**Whereas**, both the City's Master Plan of Conservation and Development and the City's East Side Neighborhood Revitalization Zone Strategic Plan call for the recapture and reclamation of the banks of the Pequonnock River for the use and enjoyment of the citizenry; and



Report of Committee on **ECD and Environment**  
**110-09**

-2-

**Whereas**, the City wishes to see this property redeveloped in a way that returns it to clean productive use and increases waterfront access for the public; and

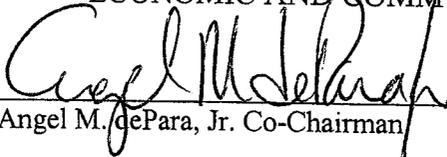
**Whereas**, the City wishes to acquire this property and MAT Holdings LLC wishes to sell the property; and

**Whereas**, the City, proposes to acquire this property at 99% of appraised fair market value using NSP funds; and

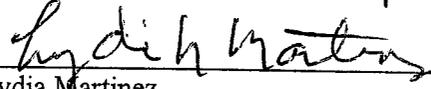
**Whereas**, the City has consulted with environmental counsel and believes that its exposure to environmental liabilities and responsibilities can be addressed and managed; Now, therefore be it

**Resolved**, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to execute any and all necessary documents and to take any and all necessary actions required to effectuate this acquisition in a manner consistent with this resolution.

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

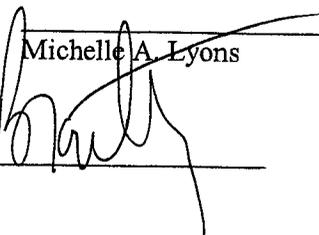
  
\_\_\_\_\_  
Angel M. dePara, Jr. Co-Chairman

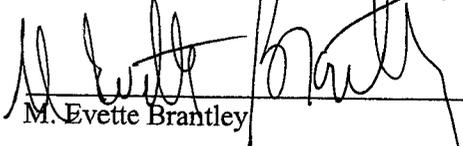
\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

  
\_\_\_\_\_  
Lydia Martinez

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

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

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

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

Council Date: August 2, 2010 OFF THE FLOOR