## ADDENDUM TO AGENDA

## **CITY COUNCIL MEETING**

## MONDAY, MAY 20, 2024

## 7:00 p.m.

## **CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE**

### **BRIDGEPORT, CONNECTICUT 06604**

## ADDED:

### **ITEMS FOR IMMEDIATE CONSIDERATION:**

**90-23** Communication from OPM re: Establishing of Mill Rates for Fiscal Year 2024-2025, **FOR IMMEDIATE CONSIDERATION**.

### AGENDA

## **CITY COUNCIL MEETING**

## MONDAY, MAY 20, 2024

## 7:00 p.m.

## **CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE**

## **BRIDGEPORT, CONNECTICUT 06604**

Prayer

Pledge of Allegiance

Roll Call

- **70-23** Public Hearing re: Proposed Resolution Approving Programs for the 2024 Connecticut Neighborhood Assistance Act Tax Credit Program.
- **77-23** Public Hearing re: Proposed Resolution Authorizing the Disposition of (16) City-Owned Properties.

## MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 15, 2024

## PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

**89-23** Request from OPED to Order a Public Hearing for June 3, 2024 at 7:00 p.m. re: Proposed Lease Agreement with Mozaic Senior Life (formerly known as the Jewish Home for the Elderly) for a portion of the Skane School Property located at 2977 Madison Avenue in order to provide additional parking for the Senior Care Facility.

## COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- **85-23** Communication from Mayor re: Appointment of Thomas Masanotti (D) to the Parks Commission, referred to Miscellaneous Matters Committee.
- **86-23** Communication from Mayor re: Appointment of John Hosier (U) to the Parks Commission, referred to Miscellaneous Matters Committee.
- **87-23** Communication from Mayor re: Appointment of Lillian Ortiz (D) to the Parks Commission, referred to Miscellaneous Matters Committee.
- **88-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation 2011 Ferry Boat Discretionary Program Water Street Dock Project (Project #0C732), referred to Economic and Community Development and Environment Committee.
- **89-23** Communication from OPED re: Proposed Lease Agreement with Mozaic Senior Life (formerly known as the Jewish Home for the Elderly) for a portion of the Skane School Property located at 2977 Madison Avenue in order to provide additional parking for the Senior Care Facility, referred to Contracts Committee.

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

\*49-23 Special Committee on CDBG Report re: Program Year 50 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership Program; and Housing Opportunities for Persons with AIDS (HOPWA). THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 20, 2024 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME		SUBJECT	
1.)	John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Goverannce and Finances.	
2.)	Lisa Becker Jewish Federation of Greater Fairfield County 4200 Park Avenue Bridgeport, CT 06604	Ceasefire.	
3.)	Donald Wilson 56 Fairview Avenue Bridgeport Youth Lacrosse Bridgeport, CT 06606	Peace Week "2024".	

## CITY OF BRIDGEPORT CITY COUNCIL NOTICE OF PUBLIC HEARING

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday** evening, **May 20, 2024** beginning at 7:00 p.m., in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following item listed below.

 Proposed Resolution Approving Programs for 2024 Connecticut Neighborhood Assistance Act Tax Credit Program. (Item# 70-23)

Attest:

Lydia N. Martinez City Clerk

### AD ENDS ABOVE LINE

# Requires Certification 1 Edition, Connecticut Post: PLEASE PUBLISH ON (Sunday, May 12, 2024) Emailed to: Legal Ad Dept. at publicnotices@ctpost.com Account #: 111171 PO: 24000229 Dated: May 7, 2024 Sent By: Althea Williams City Clerk's Office 45 Lyon Terrace Bridgeport, CT 06604 (203) 576-7205 (203) 332-5608 (Fax)

Ec: City Council Members

Mayor Joseph P. Ganim D. Shamas, Chief of Staff

D. Shamas, Chief of Sta

T. Gaudett, CAO

T. Toms, City Attorney

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

B. Coleman, Deputy Director, OPED

M. Perez, Director of Business Development/NAA Coordinator

V. Mobilio, Economic Development Associate

## CITY OF BRIDGEPORT CITY COUNCIL NOTICE OF PUBLIC HEARING

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday** evening, **May 20, 2024** beginning at 7:00 p.m., in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following item listed below.

 Proposed Resolution authorizing the Disposition of Sixteen (16) City-Owned Properties. (Item# 77-23)

### South End (3 Vacant Parcels)

- 77 Johnson Street
- 119 Johnson Street
- 131 Columbia Street

## East Side (1 Vacant Parcel)

1218 Kossuth Street

### **Reservoir (1 Vacant Parcel)**

• 177 Voight Street

## East End (10 Vacant Parcel and 1 Parcel with a Residence Structure\*)

- 621 Newfield Avenue
- 604 Newfield Avenue
- 34 Revere Street
- 40 Revere Street
- 1148 Stratford Avenue
- 1136 Stratford Avenue
- 1116 Stratford Avenue
- 1095 Stratford Avenue
- 1060 Stratford Avenue
- 46 Suggetts Lane
- 166 Fourth Street\*

Attest:

Lydia N. Martinez City Clerk

AD ENDS ABOVE LINE

Public Hearing May 7, 2024 Page 2 of 2

## Requires Certification 2 Editions, Connecticut Post: PLEASE PUBLISH ON (Friday, May 10, 2024 and Friday May 17, 2024)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com Account #: 111171 PO: 24000229 Dated: May 7, 2024 Sent By: Althea Williams City Clerk's Office 45 Lyon Terrace Bridgeport, CT 06604 (203) 576-7205 (203) 332-5608 (Fax)

Ec: City Council Members Mayor Joseph P. Ganim
D. Shamas, Chief of Staff
T. Gaudett, CAO
T. Toms, City Attorney

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

M. Perez, Director, Business Development, OPED



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

JOSEPH P. GANIM Mayor

Comm. #85-23 Ref'd to Miscellaneous Matters Committee on 5/20/2024

TO:	Lydia N. Martinez
FROM:	Mayor Joseph P. Ganim
DATE:	May 14, 2024
RE:	Boards & Commissions

Please place the following name on the May 20, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Parks Commission**:

Thomas Masanotti (D) 40 Campbell Road Bridgeport, CT 06606

This term shall expire on 12/31/2025

JPG/AT



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

Comm. #86-23 Ref'd to Miscellaneous Matters Committee on 5/20/2024

TO:	Lydia N. Martinez
FROM:	Mayor Joseph P. Ganim
DATE:	May 14, 2024
RE:	Boards & Commissions

Please place the following name on the May 20, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the **Parks Commission**:

John Hosier (U) 1244 Capitol Avenue Bridgeport, CT 06606

This term shall expire on 12/31/2028

JPG/AT



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

JOSEPH P. GANIM Mayor

Comm. #87-23 Ref'd to Miscellaneous Matters Committee on 5/20/2024

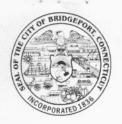
TO:	Lydia N. Martinez
FROM:	Mayor Joseph P. Ganim
DATE:	May 14, 2024
RE:	Boards & Commissions

Please place the following name on the May 14, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Parks Commission**:

Lillian Ortiz (D) 109 Magnolia Street Bridgeport, CT 06610

This term shall expire on 12/31/2025

JPG/AT



City of Bridgeport, Connecticut

## **OFFICE OF CENTRAL GRANTS**

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

ISOLINA DeJESUS Manager Central Grants

JOSEPH P. GANIM Mayor

> COMM. #88-23 Ref'd to ECD& Environment Committee May 15, 2024 on 5/20/2024

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

## RE: Resolution – State of Connecticut Dept. of Transportation 2011 Ferry Boat Discretionary Program -Water Street Dock Project (Project #0C732)

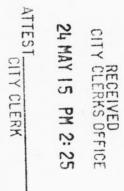
Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Dept. of Transportation 2011 Ferry Boat Discretionary Program** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

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

Thank you,

Joseph Katz Central Grants Office





## GRANT SUMMARY

## PROJECT TITLE: State of Connecticut Dept. of Transportation 2011 Ferry Boat Discretionary Program – Water Street Dock Project (Project #0C732)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:	Joseph Katz

PHONE NUMBER: 203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** Funds will be used to fund the repair and upgrade of the existing fixed loading ramp/apron at the Water Street Dock. The original application submitted in 2011 included the construction of a new secondary offload ramp/berthing facility. The current circumstances in the Bridgeport Harbor Area have eliminated the need for the secondary offload ramp/berthing facility, and due to the current state of repair of the loading ramp, the cost to repair the dock has significantly increased.

CONTRACT PERIOD: TBD (36-month project period)

FUNDIN	G SOURCES (include matching funds):
Federal:	\$ 0
State:	\$ 1,870,044.00
City:	\$ 467,511.00
Other:	\$ 0
Total:	\$ 2,337,555.00

<b>GRANT FUNDE</b>	D PROJECT FUNDS REQUESTED
Construction:	\$ 1,080,000.00
Other:	\$ 270,000.00
Mobilization:	\$ 108,000.00
Engineering and design:	\$ 564,500.00
Contingency:	\$ 315,055.00

MATCH REQUIRED-		
	CASH	IN-KIND
Source: Municipal Capital Funds (#0C732/9C732)	\$ 467,511.00	

### A Resolution by the Bridgeport City Council

### **Regarding the**

### State of Connecticut Dept. of Transportation 2011 Ferry Boat Discretionary Program Water Street Dock Project (Project #0C732)

WHEREAS, the State of Connecticut Dept. of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Ferry Boat Discretionary Program grant program; and

WHEREAS, funds under this grant will be utilized to repair and upgrade the existing fixed loading ramp/apron at the Water Street Dock; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the State of Connecticut Dept. of Transportation to fund this important work at the ferry terminal.

#### NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

- That it is cognizant of the City's grant application to and contract with State of Connecticut Dept. of Transportation for the purpose of its Ferry Boat Discretionary Program grant program; and
- 2. That it hereby authorizes, directs and empowers the Mayor or his designee to accept any funds that result from the City's application to the **State of Connecticut Dept. of Transportation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



## City of Bridgeport OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

COMM. 89-23 Ref'd to Contracts Committee on 05/20/2024.

JOSEPH P. GANIM Mayor THOMAS F. GILL Director

WILLIAM J. COLEMAN Deputy Director

May 15, 2024

Office of the City Clerk 45 Lyon Terrace Bridgeport, CT 06604

Re: Lease Agreement for a portion of the Skane School Property. Referral to Contracts Committee (Meeting of June 11th) Request for a Public Hearing before the Full City Council (Meeting of June 3rd)

Dear Madam City Clerk:

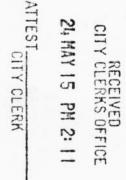
The Office of Planning and Economic Development ("OPED") requests the City Council's consideration of the attached lease agreement (the "Agreement") by which Mozaic Senior Life, located at 4200 Park Avenue, would lease the rearward portion of the Skane School parcel, located at 2977 Madison Avenue, in order to provide additional parking for this senior care facility.

We would ask that the item be referred to the Contracts Committee for its meeting of June 11th. We would ask that a public hearing be ordered before the full City Council at its meeting of June 3<sup>rd</sup>.

Respectfully, Thomas F. Gill

Thomas F. Gill Director

C: Tyisha Toms, Esq., City Attorney Thomas F. Gaudett, Chief Administrative Officer



#### RESOLUTION

WHEREAS, Mozaic Senior Life located at 4200 Park Avenue ("Mozaic Senior Life", formerly known as the "Jewish Home For the Elderly") desires to expand its available visitor parking;

WHEREAS, Mozaic Senior Life requests the use of a small section of the Skane Elementary School property ("Skane School") which is steeply-sloped with trees and brush approximately one-half (1/2) acre in size located on the rear of the Skane School property (the "Parking Area") as more fully set forth on a proposed site plan attached hereto and made a part hereof (the "Site Plan");

WHEREAS, the City recognizes the parking needs of Mozaic Senior Life and would like to accommodate its request in a way that has little or no impact on Skane School, its educational needs and requirements, or the use of the property generally for school purposes;

WHEREAS, the City of Bridgeport owns the property on which the Skane School was constructed and retains all rights to and uses of the Property that do not interfere with the educational use of the Skane School:

WHEREAS, the Bridgeport City Council originally authorized the construction of a "New North End Elementary School" in June 18, 1951 (the "Authorizing Resolution");

WHEREAS, the Bridgeport City Council designated the new school as the "Francis P. Dunigan School" by resolution approved October 15, 1951 (the "Naming Resolution");

WHEREAS, the Bridgeport City Council approved the Bridgeport Board of Education as the building committee for the construction of the Francis P. Dunigan School at 2977 Madison Avenue, Bridgeport, CT by resolution approved May 19, 1958;

WHEREAS, the school was thereafter constructed by the Bridgeport Board of Education ("BBOE") acting as the school building committee which subsequently renamed the school as the "Anna Baum Skane School" in a communication to the Bridgeport City Council received into the record of the City Council at its meeting held on October 20, 1975;

WHEREAS, the Bridgeport City Council thereafter assumed the rights, duties and obligations as the school building committee for new schools projects by resolution adopted by the Bridgeport City Council in 1999 which created a new school building committee comprised of members of the City Council, the BBOE, and various City departments (the "School Building Committee") and thereafter approved the bylaws for the School Building Committee on April 2, 2001;

WHEREAS, after the formation of the School Building Committee, the Bridgeport City Council began to take formal action to dedicate newly-constructed schools to the BBOE "for education purposes" by City Council resolution;

WHEREAS, the City Council had never formally dedicated the Skane School for "educational purposes" as it began to do for schools built by the School Building Committee because the Skane School was constructed prior to the time that the City Council adopted this practice;

WHEREAS, the BBOE retains the inherent right to grant temporary use of rooms, halls, school buildings, playgrounds and playing fields pursuant to Sec. 10-239 Connecticut General Statutes, but does not have the power to grant property rights on City-owned property or to grant non-educational uses unrelated to the operation of a school, which are rights that the City of Bridgeport continues to retain;

WHEREAS, the School Building Committee is currently considering the relocation of Skane School in the near future due to its current condition and limitations for special needs students;

WHEREAS, at the time that the Skane School is relocated, the City intends to publicly offer the Property for development, which offer will be made subject to the lease with Mozaic Senior Life;

WHEREAS, the City seeks to accommodate this request by leasing the Parking Area to Mozaic Senior Life for an initial twenty (20) year period, divided into four (4) periods of five (5) years each for fair market value, including regular increases in rent, with two (2) 5-year options to renew, and with an option to purchase the Parking Area for fair market value ("Option to Purchase") on the terms and conditions substantially set forth in the attached agreement (the "Lease Agreement");

WHEREAS, the City and Mozaic Senior Life will take all necessary steps to notify the BBOE in connection with all planning and construction activities during the construction of the Parking Area and during the term of the Lease so that the BBOE is made aware and to avoid any adverse impacts on school activities.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Bridgeport recognizes the operational needs of Mozaic Senior Life and hereby approves the Lease Agreement in substantially the form attached hereto and authorizes either the Mayor or the Director of the Office of Planning and Economic Development to execute the Lease Agreement and all documents related thereto and to take all other actions and do all other things required in furtherance of and consistent with this resolution in the best interests of the citizens of the City of Bridgeport.

## LEASE AGREEMENT

THIS LEASE made as of this \_\_\_\_\_ day of \_\_\_\_\_\_ in the year 2024 between CITY OF BRIDGEPORT, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "Lessor"), and THE JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY INC.a Connecticut nonstock corporation doing business as "Mozaic Senior Life", having a principal place of business located at 4200 Park Avenue, City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "Lessee").

WHEREAS, the Lessee desires to expand its available parking at its senior living facility located on property at 4200 Park Avenue, Bridgeport, Connecticut;

WHEREAS, the premises sought to be used by the Lessee is a steeply-sloped and wooded area on land where Skane Elementary School (the "Skane School") is located, is approximately 0.48 Acres in size, is separated from the Skane Elementary School by a fence, and is unused and unusable for school or educational purposes (the "Demised Premises" or "Premises"); and

WHEREAS, the City of Bridgeport intends to lease the Demised Premises described below to the Lessee for parking with a design, construction, landscaping and operational plan that will safely separate the Demised Premises from the Skane School during the construction period and thereafter as set forth on the plans attached hereto and made a part hereof in a way that the use of the Demised Premises will not interfere with the educational activities of the Skane School.

#### WITNESSETH:

1. <u>PREMISES.</u> In consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor hereby gives, grants, demises and leases unto the Lessee approximately 0.48 Acres of real property set forth and described on **Schedule B** attached hereto and made a part hereof together with construction and landscaping details shown more particularly on eight (8) sheets of drawing prepared for "**MOSAIC SENIOR LIFE**" dated June 19, 2023, prepared by Pereira Engineering, LLC, Shelton, CT, Scale 1" = 60' as set forth on **Schedule C** attached hereto and made a part hereof, as the same may be revised by mutual agreement of the parties hereto (the "**Site Plan**"), located on an unused portion of the real property of the Lessor located at 2977 Madison Avenue, City of Bridgeport, County of Fairfield and State of Connecticut, that abuts the Lessee's property and is the current site of the Skane Elementary School, in the City of Bridgeport, Connecticut as more particularly set forth and described on **Schedule A** (the "**Property**").

## 2. TERM; PERMITTED USE; RENEWALS; OPTION TO PURCHASE.

(a) <u>Initial Term; Permitted Use; Renewals; Option to Purchase</u>. The Lessor grants to the Lessee the right to use and occupy said Demised Premises in quiet and undisturbed possession for four (4) consecutive periods of five (5) years (collectively, the "**Initial Term**"), the Initial Term commencing thirty (30) days after the expiration of all applicable appeal periods from the date on which Lessor has received all necessary City of Bridgeport municipal approvals for the construction of the improvements to the Demised Premises described in Section 1, above, as shall be set forth and disclosed to the Lessor in a letter to the Lessor given promptly thereafter and countersigned by Lessor, which letter shall be incorporated by reference into this Lease as if fully set forth herein and shall become the effective date of this Lease Agreement (the "**Effective Date**"), and such Initial Term shall continue provided that Lessee makes all payments hereinafter provided and that the Premises are to be used and occupied by the Lessee for no other purpose than that for which the Demised Premises are leased, namely: To construct and operate parking for visitors and employees in connection with the operation of Mozaic Senior Life (the "**Permitted Use**").

(b) <u>Renewals</u>. The Lessor grants to the Lessee the right to exercise, in it sole and absolute discretion, the option to renew or extend the Initial Term of this Lease for two (2) additional 5-year periods on the terms set forth herein (each a "**Renewal Term**"). Each Renewal Term identified in this paragraph shall be exercised separately by the Lessee by giving written notice no later than sixty (60) days before the end of the Initial Term or the then-current 5-year Renewal Term; <u>provided</u>, however, that there are no existing Lessee defaults under this Agreement that are uncured at the time of the exercise of such Renewal Term.

(c) <u>Option to Purchase</u>. The Lessor grants to the Lessee the right, in its sole and absolute discretion, to purchase the Demised Premises for its fair market value determined by the average of two appraisals conducted by the parties in 2023 to be **Two Hundred Thirty-Nine Thousand Five Hundred Forty-Four (\$239,544.00) Dollars ("Option to Purchase**"). Such Option to Purchase shall be exercisable by the Lessee upon thirty (30) days written notice during the Initial Term or any Renewal Term and transfer of the Lessor's fee simple interest in the Property by warranty deed shall be made as soon thereafter as the parties mutually agree. The purchase of the Demised Premises shall be free of any liens, charges or encumbrances except for those non-monetary encumbrances that are of record in the Bridgeport Land Records on the Effective Date as evidenced by a title certificate provided by the Lessee to the Lessor and upon such other terms as the parties may mutually agree, such transfer not to be unreasonably withheld or delayed. The Option to Purchase shall be enforceable by a decree of specific performance issued by a court of competent jurisdiction, it being acknowledged by Lessor that its failure to convey the property in accordance with the Option to Purchase shall not be compensable by money damages.

3. <u>RENT.</u> The Lessee agrees to pay to the Lessor as rent for the Demised Premises an annual base rental as hereinafter set forth, which annual rental shall be paid in a lump sum for the entire year on the Effective Date and on each and every anniversary of the Effective Date thereafter (the "**Rent**"). Said Rent shall be payable by the Lessee within thirty (30) days of the day it becomes due to the Lessor at the Lessor's offices, In care of the Finance Director, or at such other place as the Lessor shall designate from time to time in writing.

Lease year commencing on the Effective Date, an annual prepaid Rent of Eighteen Thousand Four Hundred Ninety-Eight and 50/100 (\$18,498.00) Dollars;

the Rent will increase two (2.0%) percent, compounded, annually.

#### 4. IMPROVEMENTS; WASTE AND REPAIR; PROHIBITION AGAINST LIENS.

(a) The Lessor expressly permits the Lessee to construct on the Premises the parking lot and related improvements and landscaping as shown on the Site Plan approved by the Lessor. Lessee shall obtain all land use permits and approvals and building permits necessary to create its improvements and shall obtain a certificate of occupancy therefor or a certificate of zoning compliance and shall promptly provide a copy thereof to the Lessor. The Lessor will support any required land use applications and building permit applications without any cost being incurred. Lessee shall be required to submit copies of its land use and permit applications to the Lessor and shall submit its final construction plans to the Lessor for approval prior to the commencement of construction. The Lessee shall be required to provide its own utility connections to the Demised Premises, including electrical, plumbing, drainage, and the like, and shall stage and conduct all construction activities from the Lessee's property. The Lessee is prohibited from using any other portion of the Skane School site without the prior written consent of the Lessor. Lessee agrees to keep the Premises as so improved in good order and repair during the Term, 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.

(b) The Lessee, its contractors, material suppliers, and agents may not place or allow mechanics liens against the Property or the Premises during the Term and, if any such lien is placed, the Lessee shall remove or bond such lien within thirty (30) days of the filing or discovery thereof. Failure to remove such lien will constitute a default hereunder.

5. <u>PROHIBITION AGAINST ASSIGNMENT, SUBLETTING AND ALTERATIONS.</u> The Lessee shall not assign, sublet, mortgage or pledge this Lease, nor the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent in the exercise of its commercial business judgment; 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 leased Premises which will in any way increase the rate of fire insurance on the Property or on the property kept therein; and in the event that, by reason of acts of the Lessee, there shall be any increase in the rate of insurance on the Property 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 to the Lessor, 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 Lease on account of such assignment, subletting or transfer thereof.

6. <u>LAWS AND GOVERNMENTAL REGULATIONS.</u> The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and Municipal Governments and all of their departments applicable to the Premises, and shall comply promptly with the requirements of the Board of Fire Underwriters.

#### 7. INSURANCE AND INDEMNIFICATION.

Indemnification. To the fullest extent permitted by law, the Lessee, its contractors (a) and agents (the "Indemnitor"), agrees to indemnify, save and hold the Lessor, its elected and appointed officials, department heads, employees, subcontractors, consultants 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 The provisions of this indemnification article shall of this Agreement by the Indemnitor. 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 following insurance coverage is required of the Lessee and it is understood that the Lessee will require other coverage from every contractor in any tier according to the work being performed at the Premises and shall ensure that all insurance coverage is issued and in force and submitted to the Lessor in accordance with the terms hereof. The following insurance must be provided in accordance with the following terms:

**Coverage Required.** The Lessee shall procure, present evidence of, and maintain in effect for the Term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the Lessor and shall provide an original certificate for all required insurance every January 1<sup>st</sup> during the Term.

Commercial General Liability (occurrence form) naming the Lessor as an additional insured party **by policy endorsement** and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen from use of the Premises or activities occurring thereon under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, and property damage, with limitations of a minimum \$1,000,000 per occurrence and

\$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile naming the Lessor as an additional insured party **by policy endorsement** and, as to vehicles owned or leased by the Lessee, insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles by the Lessee. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

(c) General Requirements. All policies shall include the following provisions:

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

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Lessor and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Lessor prior to occupying the Premises and periodically during its occupancy as required by this Agreement.

Additional insured—The Lessee is obligated to ensure that the Lessor shall be named **by policy endorsement**, at no cost to the Lessor, on all policies of primary and excess insurance coverages as additional insured party, except as to workers' compensation coverage, and as loss payee with respect to any damage to property of the Lessor, as its interest may appear. The Lessee shall submit to the Lessor upon commencement of this Agreement and periodically thereafter as required herein, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The Lessor shall be designated on such certificates as follows:

"The City of Bridgeport, ATIMA Attention: Office of Planning and Economic Development 999 Broad Street Bridgeport, Connecticut 06604"

8. <u>EXTRA EXPENDITURES.</u> In the event that the Lessor shall make any expenditure for which the Lessee is responsible, or which the Lessee should make, then the amount thereof, together with interest and costs, may at the Lessor's election, be added to and be deemed a part of the installment of rent next falling due.

9. <u>ADDITIONS AND IMPROVEMENTS.</u> All alterations, additions and improvements (except trade fixtures) put in at the expense of the Lessee, shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises as a part thereof at the termination of this Lease.

10. <u>RIGHT OF ENTRY.</u> The Lessor or its representatives shall have the right to enter into the upon said Demised Premises or any part thereof at all reasonable hours to examine the same and the Lessee shall not be entitled to any abatement or reduction or rent. 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 use.

11. <u>SIGNS.</u> 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. The Lessor agrees the present signs relating to Lessee may remain where located.

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

14. <u>WAIVER OF BREACH.</u> No waiver at any time of the right to terminate this lease 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. INTENTIONALLY DELETED.

16. <u>MODIFICATION</u>. No provisions of this Lease shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.

17. <u>NUISANCES.</u> 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.

18. <u>DEFAULTS; REMEDIES.</u> In the event that the Lessee shall default in the payment of Rent or shall violate or omit to perform any of the material provisions herein contained, or in the event that the Lessee shall abandon the Premises, the Lessor shall give ten (10) days written notice of such default, violation or omission, and, this Lease, if the Lessor shall so elect, shall terminate five (5) days after notice of such election by the Lessor shall have been sent by the Lessor by mail or otherwise to the demised Premises if the default has not been cured theretofore; and thereupon (unless the Lessee shall have completely removed or cured said default) this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. Thereupon, said Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings or by force or otherwise 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 Lease 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 Lease or the demised term would have expired by limitation had there been no such default by the Lessee.

19. <u>BANKRUPTCY</u>. 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 Lease shall cease and come to an end.

20. <u>RULES AND REGULATIONS</u>. 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.

21. 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.

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

23. <u>HOLDING OVER.</u> No holding over and continuing any business by the Lessee after the expiration of the Term herein shall be considered as or to be a renewal of this Lease. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this Lease, and Rent is accepted from said Lessee, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration, and occupation thereafter shall operate to extend this Lease for but one month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

24. <u>DAMAGE CAUSED BY DEFECTS.</u> Lessor shall not be held liable for damage by reason of any latent of other defect in the demised 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 or from any other cause whatsoever. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

25. <u>OBLIGATIONS FOR REPAIRS AND MAINTENANCE</u>. The Lessee shall be responsible, at its sole cost and expense, for the pre-construction site preparation and the construction of all improvements to the Premises, except as otherwise specifically referred to herein, and for all other expenses related to the improvements to be made or the Lessee's use of the Premises during the Term, including but not limited to the following:

(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, cable, satellite and other utility costs and fees;
- (c) All heating, air-conditioning and ventilation costs;
- (d) All utility taxes, if any, surcharges, and all water and sewer charges;

(e) Casualty, boiler, rent and liability insurance and sprinkler leakage insurance;

(f) All personal property taxes and assessments levied against the Lessee's personal property and its leasehold interest in the Premises;

(g) All costs for construction, structural and non-structural 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

(h) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

26. <u>ABANDONMENT OF PERSONAL PROPERTY.</u> Lessor shall not be responsible or liable for loss in any event from any of the property of the Lessee brought into the demised Premises or left therein by the Lessee upon the termination of this lease. All personal property (including trade fixtures) left in the demised 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.

27. <u>DISPUTE RESOLUTION</u>. 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 jurisdiction located in Fairfield County, Connecticut.

28. <u>GOVERNING LAW.</u> This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut. Lessor and Lessee each hereby consent to the jurisdiction of the Superior Court for the State of Connecticut for the purposes of any action between them arising out of this lease and further consent to service of process in the manner provided for the giving of notice provided for herein.

29. ENTIRE AGREEMENT. This Lease 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. This requirement for a writing may not be waived. 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 lease or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no affect in interpreting this Agreement. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and be enforced to the fullest extent permitted by law.

30. <u>PARAGRAPH HEADINGS</u>. The paragraph headings appearing in this Lease are intended only for the convenience of reference, and are not to be considered in construing this instrument.

31. <u>ENVIRONMENTAL PROVISIONS.</u> [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 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 Lessee's use of the Premises 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.

Notwithstanding anything to the contrary stated in Paragraph 31 above, the Lessee shall have a period of sixty (60) days from the date of execution of this Lease Agreement to conduct environmental due diligence and testing on the Premises to satisfy itself that there is no environmental contamination or areas of environmental concern. If the Lessee finds environmental contamination or areas of environmental concern, it shall promptly notify the Lessor and provide documentation regarding its concerns. Unless the Lessor addresses such concerns to the Lessee's complete satisfaction, then the Effective Date of the Lease Agreement shall not occur and the Lessee shall have the right to terminate the Lease Agreement without liability or recourse from the Lessor or shall have the right to abide by the Lease Agreement and agree to its Effective Date as provided herein.

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

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

(vii) "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.

#### 32. 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 Lease is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Lease, 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) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) City Council Approval of Agreement Required. This Agreement shall not become effective until the City Council of the City of Bridgeport approves the same after the receipt of a favorable report pursuant to Section 8-24 C.G.S. from the Bridgeport Planning and Zoning Commission, the Agreement is executed by the Mayor or other authorized person, and a fully-executed original thereof is delivered to the Lessee.

(I) Notice of Lease. Lessor and Lessee shall, upon Lessee's request, execute a Notice of Lease with such information as set forth in Section 47-19 of the Connecticut General Statutes, Revision of 1958, as amended, for recordation (at Tenant's expense) on the land records of the City of Bridgeport.

IN WITNESS WHEREOF, we have hereunto set our 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

Schedule A

**Description of the Skane School Property** 

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[See attached Plans and Specifications--Schedule C]

Schedule B

**Description of the Demised Premises** 

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[See attached Plans and Specifications--Schedule C]

Schedule C

Pereira Plans and Specifications for Improvements to the Demised Premises (8 sheets)

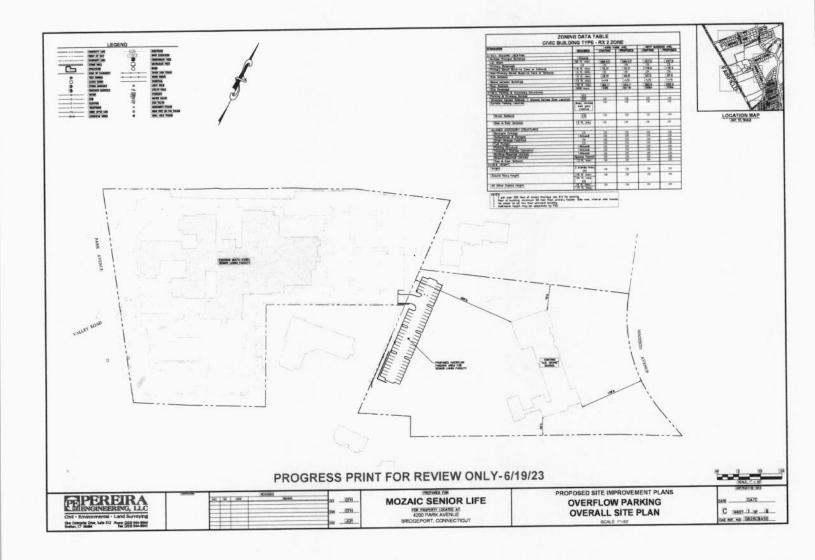
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## Schedule D

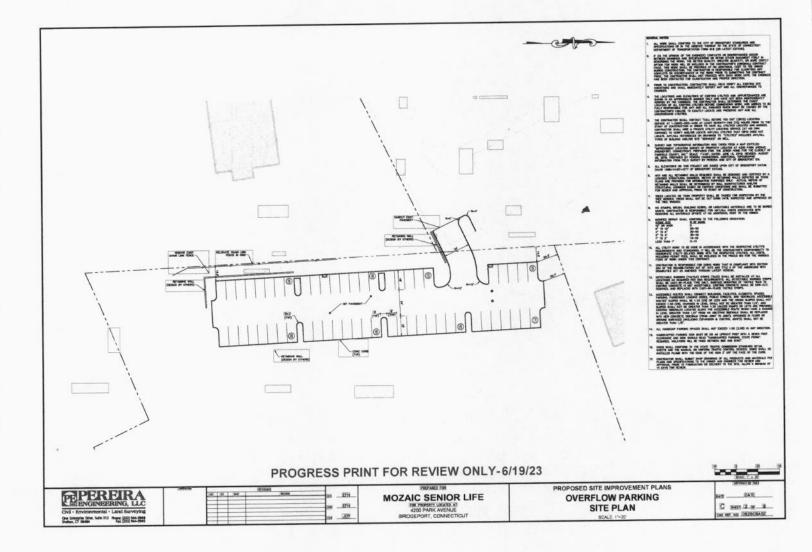
# **Rent Schedule**

Monthly	Total Yearly
1,541.50	18,498.00
1,572.33	18,867.96
1,603.78	19,245.32
1,635.85	19,630.23
1,668.57	20,022.83
1,701.94	20,423.29
1,735.98	20,831.75
1,770.70	21,248.39
1,806.11	21,673.36
1,842.24	22,106.82
1,879.08	22,548.96
1,916.66	22,999.94
1,954.99	23,459.94
1,994.09	23,929.14
2,033.98	24,407.72
2,074.66	24,895.87
2,116.15	25,393.79
2,158.47	25,901.67
2,201.64	26,419.70
2,245.67	26,948.09
	1,541.50 1,572.33 1,603.78 1,635.85 1,668.57 1,701.94 1,735.98 1,770.70 1,806.11 1,842.24 1,879.08 1,916.66 1,954.99 1,994.09 2,033.98 2,074.66 2,116.15 2,158.47 2,201.64

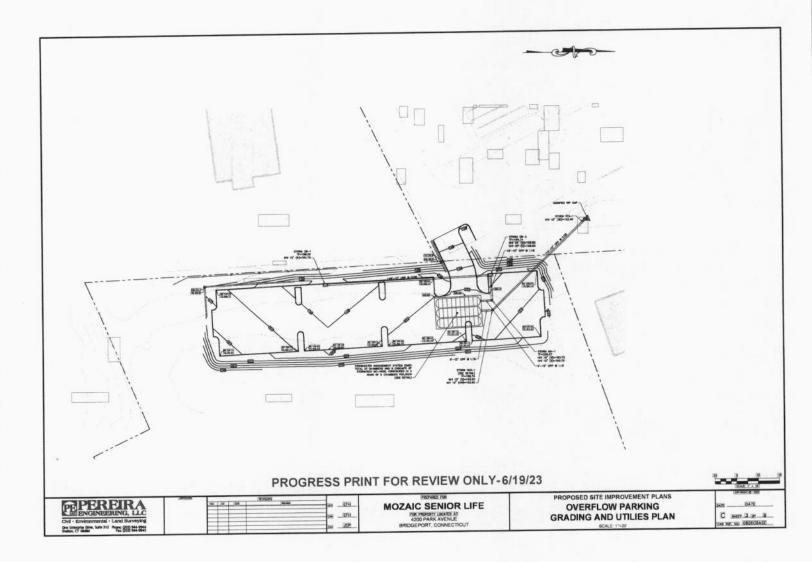
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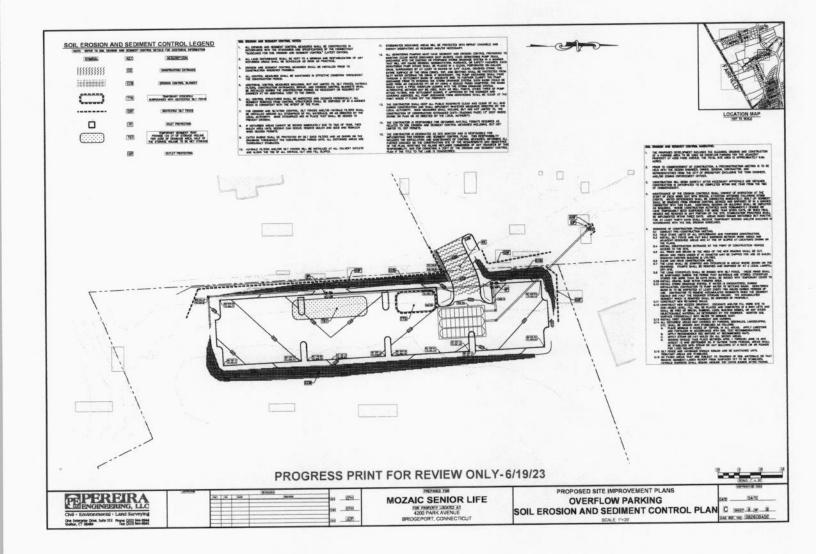
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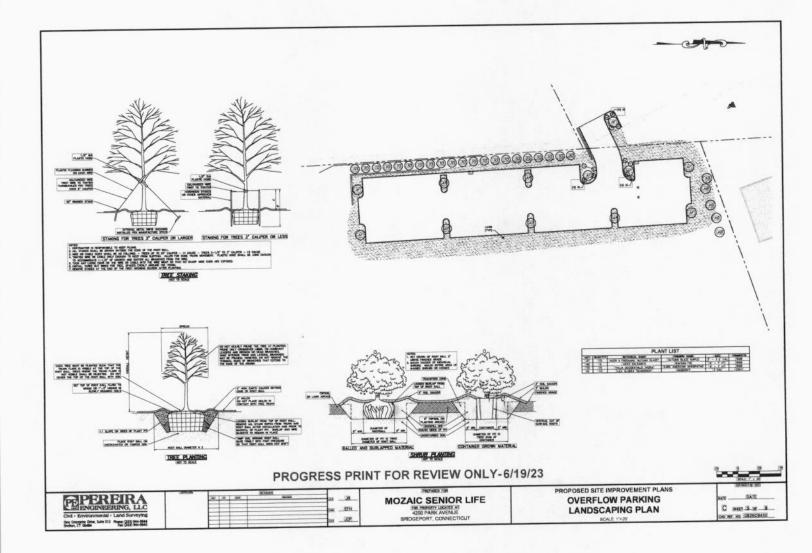


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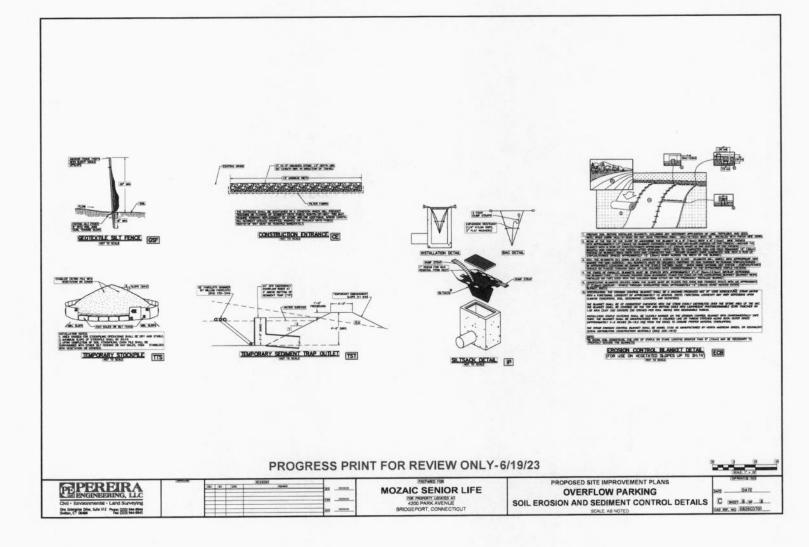


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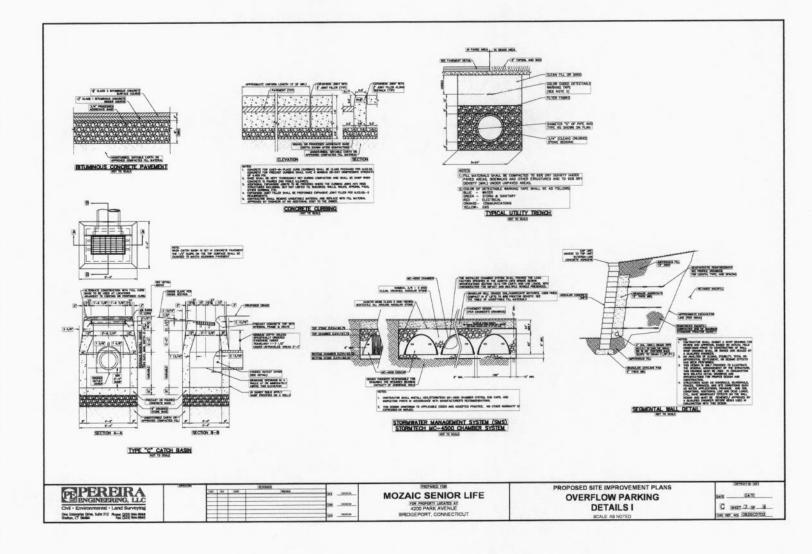




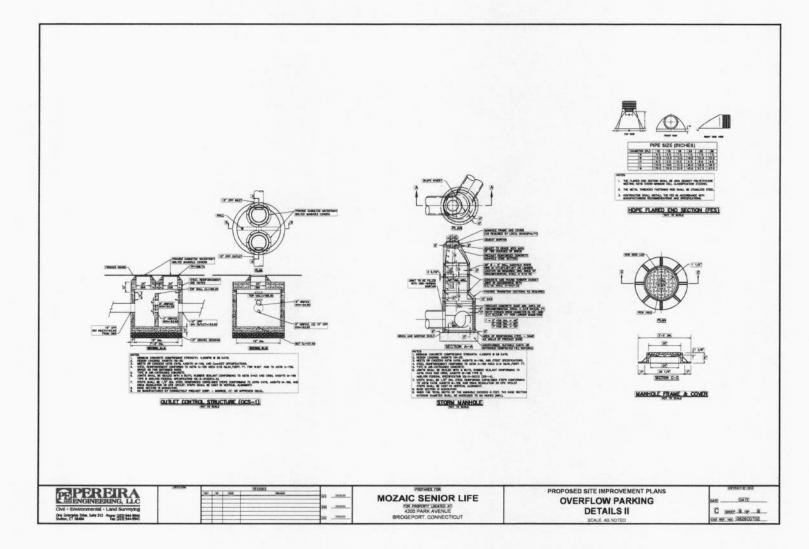
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COMM. 90-23 Ref'd As An IMMEDIATE CONSIDERATION on 05/20/2024.



CITY OF BRIDGEPORT OFFICE OF POLICY & MANAGEMENT

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

> NESTOR N. NKWO Budget Director

JOSEPH P. GANIM Mayor

May 16, 2024

The Honorable Lydia Martinez City Clerk 45 Lyon Terrace Bridgeport, CT 06604

Dear Ms. Martinez,

I hereby respectfully request the following be made part of the agenda for IMMEDIATE CONSIDERATION at the City Council meeting scheduled for Monday, May 20, 2024.

### ESTABLISHING MIL RATES FOR FY 2024-2025 (per the attached)

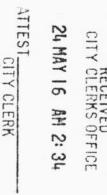
Please contact me with any questions.

Respectfully,

Nestor Nkwo, Budget Director

attachment

cc: Mayor Joseph P. Ganim Daniel Shamas Thomas Gaudett Kenneth Flatto Aidee Nieves Scott Burns / Ernest E. Newton, II Constance Vickers



## THE CITY OF BRIDGEPORT FY 2024-2025 MIL RATE BE AND HEREBY IS SET AT 43.45 MILS FOR REAL PROPERTY AND PERSONAL PROPERTY.

THE CITY OF BRIDGEPORT FY 2024-2025 MIL RATE BE AND HEREBY IS SET AT 32.46 FOR MOTOR VEHICLES.



# City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on <u>Special Committee on CDBG</u> begs leave to report; and recommends for adoption the following resolution:

Item No. \*49-23 Consent Calendar

#### **PROGRAM YEAR 50 ANNUAL ACTION PLAN**

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM HOME INVESTMENT PARTNERSHIP PROGRAM HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM

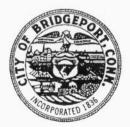
#### AMENDED RESOLUTION

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing and Urban Development ("HUD") an *Annual Action Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate-income persons"; and

WHEREAS, the City of Bridgeport will develop a *Program Year 50 ("PY 50")* Annual Action Plan and anticipates the following allocation of federal funds from the U.S. Department of Housing & Urban Development for FY 2024-2025; and

**WHEREAS**, the city has not received official notification from HUD of its annual allocation. At HUD's direction and to meet certain deadlines related to citizen participation, the City Council authorizes the Office of Housing and Community Development to use its 2022-2023 (PY49) allocation as a base to process requests for funding. Once the City receives its official allocation, the Office of Housing and Community Development is authorized to make even adjustments to all awards as dictated by the official allocation awarded to the City. The PY50 allocation is listed below:

Community Development Block Grant Program	\$ 3,236,610.00
Homeless Emergency Solutions Grant Program	\$ 289,890.00
HOME	\$ 1,478,268.00
HOPWA	\$ 1,146,713.00



# City of Bridgeport, Connecticut Office of the City Clerk

Committee o<u>n Special Committee on CDBG</u> Item No. \*49-23 Consent Calendar

-2-

WHEREAS, two joint public hearings are scheduled to be held, by the Citizen's Union and the Special Committee on Community Development Block Grant (CDBG) of the City Council on March 20th and 22nd, 2024. The Citizen's Union deliberated and voted on April 9, 2024. The Special Committee on CDBG will deliberate and vote on April 10, 2024. The Special Committee recommendations will be posted for a 30-day public comment period on April 11, 2024 prior to being submitted for a full council consideration. That public comment period will end on May 10, 2024, at noon. The final Annual Action Plan and Resolution is expected to be presented to the full City Council on May 13, 2024; and

WHEREAS, the Bridgeport City Council will vote to accept the *PY50 Annual Action Plan, when submitted,* as part of the City's *Five Year 2020-2024 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; the Homeless Emergency Solutions Grant ("HESG") Program; HOME Investment Partnerships ("HOME") Program; and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor of the City of Bridgeport, and/or his designees, the Director or the Deputy Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program.



# City of Bridgeport, Connecticut Office of the City Clerk

Committee o<u>n Special Committee on CDBG</u> Item No. \*49-23 Consent Calendar

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### RESPECTFULLY SUBMITTED, THE COMMITTEE ON SPECIAL COMMITTEE ON CDBG

Jazmarie Melendez, Co-Chair

Mary A. McBride-Lee, Co-Chair

Jorge Cruz, Sr.

Aikeem G. Boyd

AmyMarie Vizzo-Paniccia

**Richard Ortiz** 

Matthew McCarthy

City Council Date: May 20, 2024

Application Number	Agency Name	PY 50 Request	PY50 Citizen's Union Approval	PY50 Special Committee Approval	PY50 Final Council Approval
	CDBG- Public Service				
30080-01	Klein Memorial Auditorium Foundation - Klein Theatre Arts	\$20,000.00	\$10,000.00	\$20,000.00	
30089-02	Ortiz Boxing Gym, Inc Ortiz Boxing	\$68,000.00	\$15,000.00	\$50,000.00	
30056-03	Downtown Cabaret Theatre - Subsidized tickets for Bridgeport Schools	\$138,434.00	\$45,000.00	\$15,000.00	
30061-04	McGivney Community Center - After School Program	\$40,000.00	\$0.00	\$0.00	
30130-05	Bridgeport Fire Department - Free Smoke Alarm Program	\$50,000.00	\$50,000.00	\$40,000.00	
30124-06	COB Department of Aging - Recreational Activities for Seniors	\$48,720.00	\$20,000.00	\$20,000.00	
30062-07	COB Dept Public Facilities - Senior Trips and Program	\$20,000.00	\$15,000.00	\$15,000.00	
30052-08	COB Dept of Public Facilities - Mayor's Conservation Corp.	\$70,000.00	\$40,000.00	\$40,000.00	
30040-10	Community Resources for Justice- Support Services for Formerly Incarcerated Individuals	\$50,000.00	\$25,000.00	\$50,000.00	
30059-11	Holistic Recovery Solution Inc HRS Inc.	\$15,000.00	\$5,000.00	\$10,000.00	1.1.1
30084-12	Children in Placement - Connecticut, Inc Guardian ad Litem Program	\$30,000.00	\$15,000.00	\$15,000.00	
30100-13	Wakeman Boys & Girls Club - Smilow-Burroughs Clubhouse Out of School Program	\$20,000.00	\$20,000.00	\$10,000.00	
30136-14	Wakeman Boys & Girls Club - Madison Ave. Community Clubhouse Out of School Program	\$20,000.00	\$20,000.00	\$10,000.00	
30107-15	nOURish Bridgeport - Ensuring low-income Bpt. Resident's access to afforable, nutritious fresh food	\$50,000.00	\$25,000.00	\$25,000.00	
30140-17	Liberations Program - Mobile Outreach Program	\$18,312.00	\$10,000.00	\$10,000.00	
30046-18	Hip Hop 1001 - Multi media Center	\$10,000.00	\$5,000.00	\$10,000.00	
	Center for Family Justice - The Elizabeth M. Pfiem Camp HOPE America - Bridgeport and Pathways to HOPE				
30114-19	Mentoring Program	\$50,000.00	\$39,741.50	\$39,741.50	
30057-20	Caridnal Shehan Center - After School & Saturday Program	\$15,000.00	\$0.00	\$0.00	
30137-21	Bridgeport Neighborhood Trust Inc. d/b/a Building Neighborhood Trust - ERA Capacity Building Prograam	\$60,000.00	\$20,000.00	\$5,000.00	
30133-22	The Jewish Home for the Elderly of Fairfield County, Inc. DBA Mozaic Senior - Adult Day Services	\$15,000.00	\$5,000.00	\$0.00	
30039-23	Career Resources - Bridgeport Reentry Welcome Center	\$150,000.00	\$5,500.00	\$0.00	
30053-24	Bridgeport Field of Dreams Foundation - BFDF Focus on Sports as a Vehicle for Conflict Resolution	\$30,000.00	\$2,000.00	\$5,000.00	
30156-27	Save Our Bables Inc.	\$80,000.00	\$0.00	\$15,000.00	
30050-28	HomeBridge Ventures, Inc Building Hope	\$75,000.00	\$0.00	\$10,000.00	
30172-29	Applied Behavorial Health Institute, Inc Tony Cinquanta Veterans Service Center	\$25,000.00	\$5,000.00	\$5,000.00	
30144-30	Bridgeport Caribe Youth Leaders - Building Today's YouthTomorrow's Leaders	\$69,000.00	\$13,000.00	\$0.00	
30145-31	Bridgeport Caribe Youth Leaders - Caribe Connections Parent Workshops	\$30,000.00	\$0.00	\$0.00	
30042-33	Applied Behavorial Health Institute, Inc Training for Success Vocational and Educational Program	\$25,000.00	\$10,000.00	\$10,000.00	
30120-34	Central Connecticut Coast YMCA/Bridgeport YMCA - BPT Y-Ralphola Taylor Community Center	\$250,000.00	\$10,250.00	\$5,000.00	
30182-35	COB Health and Social Services - Utility Shut-off Protection Program	\$50,000.00	\$15,000.00	\$5,000.00	
				Ania 2010	
	Children's Center for the Art - The Body Heals	\$35,000.00	\$0.00	\$0.00	

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	Hall Neighborhood House, Inc HNH Senior Podiatry, Vision, and Hearing Education Program	\$25,000.00	\$0.00	\$0.00	
30106-40	Hall Neighborhood House, Inc Science Educators for the Alan Wallack STEM Learning Center	\$50,000.00	\$0.00	\$0.00	
30141-41	Hall Neighborhood House, Inc Hall Early Learning Centter Computer Literacy Program	\$16,860.00	\$0.00	\$0.00	
30090-42	CT HopeHouse Inc Youth Global Citizen Program	\$98,000.00	\$0.00	\$0.00	1
30125-43	The Color a Positive Thought - Social Emotional & Mental Health Project	\$50,000.00	\$10,000.00	\$10,000.00	
30085-44	The Village Intiative Project, Inc V.I.P. College Tours	\$100,000.00	\$10,000.00	\$15,750.00	
30097-45	The House of Darla - The Art of Heart: Empowering Youth from Foundation to Future	\$40,000.00	\$10,000.00	\$10,000.00	
30138-46	The United Mentoring Academy, Inc The Light Program	\$585,000.00	\$0.00	\$0.00	
30111-47	Hall Neighborhood House, Inc HNH Health Clinic COVID-19,RSV,Flu, Strep Throat, Screening Machine	\$45,000.00	\$0.00	\$0.00	
	Public Service Total Requests	\$2,662,326.00	<b>新聞/回回設備低低</b>	Line Charles and	
	Total Public Service Funds are capped at 15% of total CDBG Allocation	\$485,491.50	\$ 485,491.50	\$ 485,491.50	
	CDBG - Public Facilities				
30101-16	Recovery Network of Programs - McGrath House Kitchen and Bathroom Renovations	\$85,000.00	\$200,000.00	\$200,000.00	
30128-09	Community Resources for Justice - Bathroom Renovation	\$27,000.00	\$100,000.00	\$100,000.00	
30064-25	Bridgeport Downtown Special Services District - Downtown Bridgeport Colorful Crew Beautification Expansion	\$20,000.00	\$102,196.50	\$102,196.50	
30180-26	Cardinal Shehan Center - Facilty Upgrade	\$256,100.00	\$256,100.00	\$256,100.00	
30134-32	McGivney Community Center - Facility Upgrade	\$225,500.00	\$225,500.00	\$225,500.00	
30105-37	COB Dept. of Public Facilities - Maintaining the Park City's Urban Canopy	\$270,000.00	\$270,000.00	\$270,000.00	
	Public Facilities Total Requests	\$883,600.00	\$1,153,796.50	Terestana 1	
	Public Facilities Funds Awarded	and a starter	\$1,153,796.50	\$1,153,796.50	\$0.0
	CDBG - Housing				
	City of Bridgeport OPED/HCD: Housing & Delivery	\$175,000.00	\$350,000.00	\$350,000.00	
	City of Bridgeport OPED/HCD: Homeowner Rehab	\$150,000.00	\$600,000.00	\$600,000.00	
	Housing Total Request	\$325,000.00	Kange Barker	CELEBRAR OF	
	Housing Funds Awarded	STORAGE STORAGE BOD	\$950,000.00	\$950,000.00	\$0.0
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	CDBG Economic Development				and the second second
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	CDBG Economic Development	#REF!	\$0.00	\$0.00	
	CDBG Economic Development Economic Development Total Requests	#REF! #REF!			
	CDBG Economic Development Economic Development Total Requests Total Economic Development Funds Awarded Total Public Facilities/Housing/Econ. Development Requested Total Public Facilities/Housing/Econ. Development Available for Allocation	0.95 69479			\$0.0
	CDBG Economic Development Economic Development Total Requests Total Economic Development Funds Awarded Total Public Facilities/Housing/Econ. Development Requested	#REF!	\$0.00	\$0.00	\$0.00

	CDBG - Planning/Administration				
	Administration	\$647,322.00	\$647,322.00	\$647,322.00	
	Total Admin Funds Awarded	\$647,322.00	\$647,322.00	\$647,322.00	\$0.0
	Total CDBG Funding Awarded	\$3,236,610.00	\$3,236,610.00	\$3,236,610.00	\$0.0
	Total CDBG ADMIN	\$647,322.00			
	To Be Awarded	Vorinju Lind			
	Total CDBG Allocation	\$3,236,610.00	NEWSARA STR	Street and the	
	HESG - Emergency Solutions Grant				
	Street Outreach		5-	\$0.00	\$0.00
	Total Street Outreach Awarded	205101212121	NOT THE OWNER	100.0 100.000 Mar.	110 1200
	Emergency Shelter			A ATT ON DECEMBER OF A	2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1
30085	Recovery Network of Programs	\$64,002.00	\$20,000.00	\$20,000.00	
30176	Central Connecticut Coast YMCA - Alpha Community Services YMCA - Families in Transition	100,000.00	\$40,000.00	\$40,000.00	
30116	Central Connecticut Coast YMCA: South End Community Center (SECC) "All Weather" Emergency Shelter	\$150,000.00	\$25,349.64	\$25,349.64	
	Total Emergency Shelter Requested	\$314,002.00			
	Total Emergency Shelter Awarded	85,349.64	\$85,349.64	\$85,349.64	\$0.00
	HMIS				
	The Housing Collective - HMIS	\$25,000.00	\$25,000.00	\$25,000.00	
	Total HMIS Awarded		\$25,000.00	\$25,000.00	\$0.00
	Hameless Prevention				
30166	Alliance for Community Empowerment - Utilities Assistance	\$30,000.00	\$24,540.36	\$24,540.36	
30169	City of Bridgeport Health & Social Services - Rental Assistance	\$100,000.00	\$50,000.00	\$50,000.00	
30143	New Reach: Stable Families Program	\$144,566.00	\$33,258.25	\$33,258.25	
	Total Homeless Prevention Requests	\$274,566.00			
_	Total Homeless Prevention Awarded		\$107,798.61	\$107,798.61	\$0.00
	Rapid Rehousing				
30092	The Housing Collective - Bridgeport Rapid Rehousing Program	\$60,000.00	\$50,000.00	\$50,000.00	
	Total Rapid Rehaousing Requests	\$60,000.00			No and Andrews
	Total HP/RR Awarded	\$334,566.00	\$50,000.00	\$50,000.00	\$0.0
	Total HESG Awarded	TO LONG D	\$268,148.25	\$268,148.25	\$0.0
	Administrative (7.5% a of allocation)	\$21,741.75	\$21,741.75	\$21,741.75	çulu

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	Total HESG Funding Allocation	\$289,890.00	\$289,890.00	\$289,890.00	\$0.00
	HOPWA - Housing Opportunities for People With HIV/AIDS				
30055	Mid Fairfield Aids Project	\$211,110.56	\$211,110.56	\$211,110.56	
30048	Chemical Abuse Services Agency, Inc. (CASA)- Noble House HIV/AIDS Residential Program	\$241,139.00	\$185,598.61	\$185,598.61	
30077	Apex Community Care, Inc.	\$229,000.00	\$176,661.76	\$176,661.76	
30079	Catholic Charities of Fairfield County	\$230,163.00	\$190,000.00	\$190,000.00	
30043	Inspirica, Inc.	\$315,460.00	\$198,940.68	\$198,940.68	
30099	Recovery Network of Programs	\$195,549.00	\$150,000.00	\$150,000.00	
	Total HOPWA Request	\$1,422,421.56			
	Total HOPWA Awarded	Reference Personals Colle	\$1,112,311.61	\$1,112,311.61	\$0.0
	Administrative (3% of allocation)	\$34,401.39	\$34,401.39	\$34,401.39	
	Total HOPWA Funding Allocation	\$1,146,713.00	\$1,146,713.00	\$1,146,713.00	\$0.0
	HOME Program				
	Administration (10% of allocation)	\$147,826.80	\$147,826.80	\$147,826.80	
	Total Available for HOME Projects	\$1,330,441.20	\$ 1,330,441.20	\$1,330,441.20	
	Total HOME Program Funding Allocation	\$1,478,268.00	\$ 1,478,268.00	\$ 1,478,268.00	s -

TOTAL CDBG ENTITLEMENT ALLOCATION	\$3,236,610.00
Planning and Administrative	\$647,322.00
Public Service	\$485,491.50
Total CDBG for Public Facilities/Housing/Econ. Dev	\$2,103,796.50
TOTAL HESG ENTITLEMENT ALLOCATION	\$289,890.00
Administrative	\$21,741.75
Total HESG to be awarded	\$268,148.25
TOTAL HOPWA ENTITLEMENT ALLOCATION	\$1,146,713.00
Administrative	\$34,401.39
Total HOPWA to be awarded	\$1,112,311.61
TOTAL HOME ENTITLEMENT ALLOCATION	\$1,478,268.00
Administrative	\$147,826.80
Total HOME to be awarded	\$1 330 441 20