

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 15, 2012**

7:00 p.m.

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

**ADDED:**

City Council Citation: In recognition of Richard M. Paoletto, Jr. for his leadership, hard work, and commitment to the safety of our residents and being selected to serve as a member of the State, Local, and Tribal and Territorial Coordinating Council.

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 15, 2012

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of Angel Martinez for his Act of Heroism.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 17, 2012

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 154-11** Communication from Central Grants and Community Development re: Approval of Consultant to Develop City's 2013-2018 Consolidated Plan for Housing & Community Development, referred to Economic and Community Development and Environment Committee.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 153-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation Involving Igor I. Sikorsky Memorial Airport, Town of Stratford, Case No. 3:10-cv-394 (CHS) and No. 11-5042 (2d Cir.), **FOR IMMEDIATE CONSIDERATION.**

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

- \*13-11** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.250 Rental Conditions-Certificate of Apartment Occupancy.
- \*140-11** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend to add new Chapter 2.123 Bridgeport Food Policy Council.
- \*116-11** Public Safety and Transportation Committee Report re: (Ref. #52-11) Request to donate one (1) remaining surplus fire engine to the Dominican Republic.
- \*121-11** Public Safety and Transportation Committee Report re: Grant Submission: Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

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

- \*135-11** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
- \*136-11** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Capitol Avenue Bridge over the Rooster River Overflow.
- \*137-11** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Arctic Street Bridge over Pembroke Lakes.

**MATTERS TO BE ACTED UPON:**

- 127-11** Contracts Committee Report re: Real Property Purchase Agreement with 125 Access Road, LLC.

**CITY of BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, OCTOBER 15, 2012  
6:30 PM**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Vizzo-Paniccia, \*Bonney, Blunt, dePara, Silva, Ayala, Martinez, Paoletto, Baker, Holloway  
*\*=arrived after roll call*

**ABSENT:** Council members: Austin, Curwen

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

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

Council President McCarthy stated that the following council members weren't in attendance for the following reasons: Council member Curwen was recovering from surgery and Council member Austin was on new medication.

*The Following Named Persons Signed Up Prior To The Public Speaking Session To Address The City Council:*

**NAME**

**SUBJECT**

**Helen Olga Losak** stated that she had a petition signed of those that were against the \$80.00 certificate of occupancy fee. She said she felt the fee was unnecessary, noting that the Bridgeport Fire Department conducts inspections for free. She further stated that rental fees for renters have increased and she said instead of punishing the landlords, she thought they should crack down on the Sacred Heart University students that have rowdy parties. She urged the city council to vote no for the \$80.00 certificate of occupancy ordinance.

**Ken Hayes** stated he was one of the promoters for the Gathering of the Vibes Festival. He recalled that a five year contract was approved by the city council in the past. He noted that the festival operates an office at 2870 Fairfield Avenue in Bridgeport. He explained that the proposal was submitted for a contract with the city for another five years; in addition to the rental fee of \$4,000 for use of all the designated areas in Seaside Park. He added that they also donated close to \$200k to the Bridgeport Park Development Fund within the last couple of years. He went on to mention other things that benefit the residents of the city, such as; discounted tickets to the festival for Bridgeport residents.

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And he noted that 1,273 tickets were purchased in 2012 and 3,900 adults brought 1,270 kids under the age of fifteen to the festival that were from all over Connecticut to experience a well run, clean, safe festival. He expressed that he hoped everyone saw the value in that as an asset. He further expressed that he loved the event and he relayed that 40,000 lbs of non-perishable foods were collected as an addition to the event.

**Jehan Abdur-Raheem** spoke about a meeting he had with David Wyatt to address how the curfew has worked out in New York. He offered some suggestions for the purpose of monitoring how the curfew in Bridgeport is working:

- An ongoing record should be kept of the number of youth being stopped
- The number of parents that have been fined
- The age and race of the youth involved

He said he felt that after compiling this information, they will be better equipped to determine if the curfew would be supported and to also uphold the sanctity of families in Bridgeport.

**Carmen Lopez** spoke about the advisory council to advise the Mayor of potential candidates that will be chosen to serve of the Board of Education. She stated the city's website has a listing of all the boards and commissions that are active and the terms of those that have expired. She asked the city council to consider filling the expired appointments that serve on the boards and commission a priority.

The public speaking session closed at 7:05 pm.

**CITY of BRIDGEPORT**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 1, 2012**

**7:00 PM**

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

**Bridgeport, Connecticut**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Vizzo-Paniccia, \*Bonney, Blunt, dePara, Silva, Ayala, Martinez, Paoletto, Baker, Holloway

**ABSENT:** Council members: Austin, Curwen

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

Prayer - the prayer was offered by Council President McCarthy.

Moment of silence – Council member Silva requested a moment of silence for Danny Martinez who formerly served on the city council.

Pledge of Allegiance – the pledge was led by Council member Blunt.

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

**Mayoral Proclamation:** In Recognition of Angel Martinez for his Act of Heroism.

Mayor Finch and Council President McCarthy came forward to present the proclamation to Angel Martinez. Mr. Martinez and his family came to the front of council chambers to accept the proclamation.

Council President McCarthy expressed that he always likes to begin the meeting by recognizing good people in the city that do extraordinary things. He shared that Mr. Martinez has showed heroism twice in the face of danger by going into burning buildings

to save others, noting that he has thought of others first, Fire Chief Bob Petrucelli and Reverend Simon Castillo that was visiting tonight were also asked to come forward. Mayor Finch recalled that when he first met Angel after a major fire that occurred on West Avenue. He expressed that Angel helped people get out of the building and shortly thereafter, another fire occurred where he once again helped people get out. Mayor Finch relayed that because of Angel's vigilance and others heroism, RYSAP has installed a large amount of smoke detectors in dwellings throughout the city.

The recipient Angel Martinez cautioned everyone that when someone moves to a new place, they should be aware of their surroundings and make sure that there are smoke alarms installed.

Mayor Finch expressed that the recognition was a long time coming and it was well deserved.

*A group picture was taken.*

**Addendum: City Council Citation:** In recognition of Richard M. Paoletto, Jr. for his leadership, hard work, and commitment to the safety of our residents and being selected to serve as a member of the State, Local, and Tribal and Territorial Coordinating Council.

Mayor Finch, Council President McCarthy and Council members Bonney and dePara came forward to present a citation to: Council member Richard Paoletto.

Council President McCarthy expressed that it was a great day when they are able to recognize one of their own hardworking council member. He stated that the city council wanted to recognize in their own way that Council member Paoletto was one out of forty-two people to serve on the Homeland Security Council. He mentioned that it will be his charge to ensure that the city is kept apprised of all security measures that may be required (post 9-11). He explained that the committee Council member Paoletto serves on is responsible for driving the actions of Homeland Security. He expressed that they were very proud of him and he urged him to keep up the good work – *the citation was read.*

Mayor Finch congratulated Council member Paoletto. He commented that it wasn't just a big honor, but that it was an important position as well. He further commented that post 9-11, they need to be aware of the possibility of and imminent terrorist acts and the fact that Council member Paoletto is serving on the commission is a good thing for the city.

Council member Paoletto expressed that he was very proud to represent the City of Bridgeport and the State of Connecticut. He noted that during training, he became the liaison to the training and education center at Homeland Security.

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 17, 2012

Council member Lyons submitted a correction to the minutes.

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES AS CORRECTED**

Correction

Page 1 of the September 17, 2012 minutes should read that **Council member Lyons was absent due to illness**

**\*\* COUNCIL MEMBER M. McCARTHY SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**Announcements:**

Council President McCarthy stated that Council member Curwen was recovering from surgery and Council member Austin had a medication change and was unable to attend the meeting.

Council President McCarthy called for a democratic caucus.

The council members entered into caucus at 7:25 pm.

The council members came out of caucus at 8:20 pm.

Mayor Finch reconvened the meeting at 8:21 pm.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**154-11** Communication from Central Grants and Community Development re: Approval of Consultant to Develop City's 2013-2018 Consolidated Plan for Housing & Community Development, referred to Economic and Community Development and Environment Committee.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

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

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

Council member Paoletto requested to remove the following items:

**\*13-11** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.250 Rental Conditions-Certificate of Apartment Occupancy. - *removed*

- \*140-11** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend to add new Chapter 2.123 Bridgeport Food Policy Council. - *removed*

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

- \*116-11** Public Safety and Transportation Committee Report re: (Ref. #52-11) Request to donate one (1) remaining surplus fire engine to the Dominican Republic.
- \*121-11** Public Safety and Transportation Committee Report re: Grant Submission: Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.
- \*135-11** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
- \*136-11** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Capitol Avenue Bridge over the Rooster River Overflow.
- \*137-11** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Arctic Street Bridge over Pembroke Lakes.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

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

**\*\* MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the items that were removed from the consent calendar.

- \*13-11** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.250 Rental Conditions-Certificate of Apartment Occupancy. - *removed*

Council member Paoletto stated that even though the item was previously tabled. He made the following motion:

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO TABLE ITEM \*13-11 AND RETURN IT TO COMMITTEE**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

**\*\* MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE ABSTENTION (\*COUNCIL MEMBER dePARA)**

***\*abstained due to a direct conflict with his job***

**\*140-11** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend to add new Chapter 2.123 Bridgeport Food Policy Council. – *removed*

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO TABLE ITEM \*140-11 AND RETURN IT TO COMMITTEE**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE FOLLOWING ITEMS:**

**153-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation Involving Igor I. Sikorsky Memorial Airport, Town of Stratford, Case No. 3:10-cv-394 (CHS) and No. 11-5042 (2d Cir.), **FOR IMMEDIATE CONSIDERATION.**

**MATTERS TO BE ACTED UPON:**

**127-11** Contracts Committee Report re: Real Property Purchase Agreement with 125 Access Road, LLC.

**\*\* COUNCIL MEMBER LYONS SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

The council members entered into executive session at 8:25 pm.

The council members came out of executive session at 9:35 pm.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**153-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation Involving Igor I. Sikorsky Memorial Airport, Town of Stratford, Case No. 3:10-cv-394 (CHS) and No. 11-5042 (2d Cir.), **FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO TABLE THE FOLLOWING ITEM BEFORE THE FULL CITY COUNCIL**

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

**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON:**

**127-11** Contracts Committee Report re: Real Property Purchase Agreement with 125 Access Road, LLC.

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

**\*\* COUNCIL MEMBER BRANTLEY SECONDED**

**\*\* MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBER HOLLOWAY and COUNCIL MEMBER LYONS)**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO ADJOURN**  
**\*\* COUNCIL MEMBER PAOLETTO SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 9:45 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



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

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8144  
Fax (203) 332-5657

**ANDREW J. NUNN**  
CAO

**KELLY McDERMOTT**  
Senior Manager

**MEMO**  
BILLY MENCHI  
Mayor

TO: COMM. #154 Referred to ECD&E Committee on 10/15/2012  
Honorable Members, Bridgeport City Council

FROM: Tyler Fairbairn, Acting Deputy Director HCD **WTF** 10/10/12

RE: Approval of Consultant to Develop City's  
2013-2018 Consolidated Plan for Housing & Community Development

DATE: October 10, 2012

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Every five years, the U. S. Department of Housing & Urban Development requires the City to develop a strategic plan otherwise known as the *Consolidated Plan for Housing & Community Development* in order to access federal formula funding such as Community Development Block Grant Program, HOME Investment Partnership, Emergency Solutions Grant and Housing Opportunities for Persons with Aids Program funding. The purpose of the plan is to engage the community, collect data and as a result of this input, outline the City's goals and objectives for the use of federal funds which will ultimately improve the lives of Bridgeport's low and moderate income residents.

The City of Bridgeport issued a public Request for Proposals asking for the services of a consultant to assist the City with this process. After reviewing the proposals in accordance with the selection criteria identified in the RFP, the Selection Committee recommended and the Purchasing Board approved the selection of Ernest Swiger Consulting, Inc. The firm has extensive experience developing *Con Plans* and has prepared them for cities such as Albuquerque, New Mexico and counties such as San Bernardino, California. Furthermore, they are also well equipped to prepare it in concert with HUD's new electronic tools recently released for this purpose.

Their cost to develop the City's *Con Plan* is \$36,330 which is within the CDBG budget of \$50,000 for *Plan* development. Staff is requesting an additional \$5,000 to potentially ask Ernest Swiger Consulting, Inc. to develop an updated *Analysis of Impediments to Fair Housing Choice* which may also be completed at same time.

Thank you for your consideration. I will be available to answer any questions you may have.

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## **RESOLUTION**

**WHEREAS**, the U.S. Department of Housing & Urban Development (“HUD”) mandates that each participating municipality develop and submit, at regular five (5) year intervals, an appropriate strategic plan (aka Consolidated Plan for Housing & Community Development) in order to qualify for access to federal formula funding;

**WHEREAS**, the City of Bridgeport (“City”) has in the past been a participating municipality for such HUD funding, including for the following programmatic activities: Community Development Block Grant Program, HOME Investment Partnership, Emergency Solutions Grant and Housing Opportunities for Persons with Aids Program funding;

**WHEREAS**, the City is desirous of continuing as a HUD participating municipality;

**WHEREAS**, in order to continue as a participating municipality, the city now must develop and submit an updated consolidated strategic plan (“Plan”) to cover the period from July 1, 2013 through June 30, 2018;

**WHEREAS**, the Plan is due to HUD on or before May 15, 2013;

**WHEREAS**, the City has identified the need for consultant services to assist it in the drafting of the Plan;

**WHEREAS**, the consultant will amongst other functions, perform the following tasks: engage the local community, collect pertinent data, outline the City’s goals and objectives for the proposed usage of HUD funding to improve the lives of the City’s low and moderate income residents;

**WHEREAS**, the City issued a Request for Proposals (“RFP”) soliciting consultant services for this project;

**WHEREAS**, the City’s Selection Committee recommended Ernest Swiger Consulting, Inc (“Swiger”) as the preferred proposer for this engagement;

**WHEREAS**, the City’s Board of Public Purchases approved the selection of Swiger at its October 10, 2012 meeting;

**WHEREAS**, Swiger recently has performed similar professional services for such clients as Albuquerque, NM and San Bernardino, CA;

**WHEREAS**, Swiger is appropriately equipped to draft the City's Plan in concert with HUD's new electronic tools which the City recently purchased for this effort;

**WHEREAS**, the proposed cost for Swiger's consulting services is \$36,330;

**WHEREAS**, the City is proposing to allocate an additional \$5,000 for Swiger (upon City authorization) to draft an updated Analysis of Impediments to Fair Housing Choice on the same timeline;

**WHEREAS**, the proposed expenditure is within the City's existing \$50,000 Plan development budget;

**NOW THEREFORE BE IT HEREBY RESOLVED:**

The City Council for the City of Bridgeport hereby authorizes, approves and directs that the City Administration, acting by and through Mayor Bill Finch and/or his designee(s), to execute all appropriate professional services contracts, agreements and other documents upon substantive terms consistent with the RFP, and in a form provided for by the RFP and acceptable to the City Attorney; and to take such other actions as reasonably appropriate and necessary to implement the retention of Swiger to provide the professional services identified herein, specifically to draft the aforementioned Plan(s) for timely submittal to HUD and consistent with HUD guidelines and objectives contained in the RFP (copy attached).

**Consolidated Plan 2013-2018 Request for Proposals**  
Due Date: September 19, 2012

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**DEPARTMENT OF PUBLIC PURCHASES**  
**Margaret E. Morton Government Center**  
**999 Broad Street**  
**Bridgeport, CT 06604**

**REQUEST FOR PROPOSALS**

**# CDB317139– RFP – Consolidated**  
**Plan Consistent with HUD guidelines**  
**2013 – 2018**

**Proposal Due Date: September 19, 2012**

**No later than 2:00 P.M.**

**LOCATION: Department of Public Purchases**  
**Margaret E. Morton Government Center**  
**999 Broad Street**  
**Bridgeport, CT 06604**

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**Consolidated Plan 2013-2018 Request for Proposals**  
Due Date: September 19, 2012

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**CONSOLIDATED PLAN RFP SUMMARY AND TIMELINE**

**PROJECT:** Consolidated Plan 2013-2018 for the City of Bridgeport, CT

**DESCRIPTION:** The City of Bridgeport, acting through its Department of Housing and Community Development, is seeking proposals for the development of a Consolidated Plan consistent with HUD guidelines and objectives contained in the RFP. The Consolidated Plan will cover the period from July 1, 2013 to June 30, 2018. A draft Plan must be completed by December 31, 2012. The approved Consolidated Plan is due to HUD by May 15, 2013.

**PROPOSAL DUE DATE:** Proposals (one original and four copies) shall be submitted to the Department of Public Purchases, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, CT 06604 and must be received by **2:00pm, Friday, September 19, 2012** and then, at said office, be publicly opened.

**COST INFORMATION:** Approximately \$50,000 is available for services rendered under this contract as a result of this RFP. Proposers are asked to submit a breakdown of costs by each service/deliverable identified in the RFP. The Department will negotiate with the successful proposer on the addition or deletion of tasks to arrive at a final contract amount.

**CONTRACT FOR PROFESSIONAL SERVICES:** The selected proposer will be expected to enter into a Contract for Professional Services with the City of Bridgeport. A sample of the contract with specific insurance requirements is provided as **Exhibit B**.

**PROJECT MANAGER:**

Tyler Fairbairn  
Acting Deputy Director, Department of Housing and  
Community Development  
City of Bridgeport  
Department of Housing and Community Development  
999 Broad Street  
Bridgeport, CT 06604  
203.337.1326/203.576.8144  
email address: tyler.fairbairn@bridgeportct.gov

**THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION.**

**Consolidated Plan 2013-2018 Request for Proposals**  
**Due Date: September 19, 2012**

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The RFP submission deadline is absolute. Proposals not received in the City of Bridgeport's Purchasing Department, 999 Broad Street, Bridgeport, CT by the date and time specified **WILL NOT BE ACCEPTED.**

<u>Activity</u>	<u>Date</u>	<u>Point of Contact Person/Phone</u>	<u>Location</u>
RFP Released	<b>September 2, 2012</b>	Kathryn Cullen	
RFP Submission Deadline	<b>September 19, 2012</b>	Buyer, Purchasing	
Evaluation of Proposals Completed	<b>September 21, 2012</b>		
Notice of Intent to Award and Mail Notification of Proposed Award and Denial(s)	<b>October 2012</b>		
Anticipated Contract Start Date and Completion Date	<b>Start October 2012 (after City Council Review and Approval)/ Complete draft by December 31, 2012</b>	Tyler Fairbairn 203.337.1326	City of Bridgeport, CT Dept. Of Housing and Community Development 999 Broad Street Bridgeport, CT 06604

## **Section I: INTRODUCTION**

### **A. Background**

In late 1994, the U.S. Department of Housing and Urban Development (HUD) created the requirement for the Consolidated Plan (CP), a comprehensive planning document of the local government and application for funding under any of the Community Planning and Development formula grant programs. The formula grant programs are Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program and the Emergency Shelter Grant (ESG) program. HUD requires that the jurisdiction receiving funds, directly from HUD, have an approved Consolidated Plan or that the application is consistent with the HUD-approved Consolidated Plan.

The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. The Consolidated Plan must identify a jurisdiction's housing and community development needs, set priorities, and describe how HUD resources will be used for activities designed to meet needs. With the Consolidated Plan, local jurisdictions are encouraged to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. The Consolidated Plan also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context. The statutes for the formula grant programs set forth three basic goals against which the plan and the jurisdiction's performance under the plan will be evaluated by HUD. Each jurisdiction must state how it will pursue these goals for all community development programs, as well as all housing programs. These statutory goals are: decent housing, a suitable living environment, and expanding economic opportunities, all principally for persons of low and moderate income.

Consolidated Plan regulations are found at Part 24 of the Code of Federal Regulations (CFR) in Section 91. The introduction to the Consolidated Plan regulations is in the Federal Register of January 5, 1995, Vol. 60, No. 3. CDBG regulations can be found at Part 24 of the CFR, but in Section 570. HUD has issued guidelines for preparing the Consolidated Plan which can be found on HUD's website ([http://www.hud.gov/offices/cpd/about/conplan/cp\\_guidance.cfm](http://www.hud.gov/offices/cpd/about/conplan/cp_guidance.cfm)).

The City of Bridgeport, Connecticut prepared their most recent Consolidated Plan for the period covering July 1, 2008 through June 30, 2013. The new Plan will cover the period from July 1, 2013 to June 30, 2018.

The Department administers the CDBG, ESG, HOME and HOPWA Programs and coordinates the application and reporting for all of the programs. The Annual Action Plan fiscal year begins July 1 and ends on June 30 the following year.

## **B. Purpose**

The Department is seeking a consultant to develop a five-year Consolidated Plan for the City of Bridgeport, Connecticut for fiscal years 2013 through 2018 consistent with HUD guidelines. The Department is requesting proposals from qualified firms and individuals with proven experience to develop a Consolidated Plan or similar planning documents. The Department intends to submit the Consolidated Plan and accompanying first year Action Plan to HUD by its due date on May 15, 2013.

In addition to meeting the federal requirements and deadline for a Consolidated Plan, the Department is interested in encouraging meaningful public participation in the Consolidated Plan process, especially by low and moderate income people. Additionally, the Department is interested in a broad consultation process with public and private agencies providing housing, health and social services. The Consolidated Plan should provide a direct link between community goals and objectives and priority needs and should provide clear direction for future One-Year Action Plans. To the extent possible, processes and products (i.e., data research) may be used in the development of the Consolidated Plan. To date, the City has developed a survey and drafted a schedule of public meetings both focused on the Consolidated Plan itself and as part of agendas for other public meetings engaging agencies and residents - particularly low and moderate income residents of the City.

Please note the City of Bridgeport has an approved Master Plan, BGreen 2020 Sustainability Plan, Parks Master Plan, Bridgeport Community Allied to Reach Health Equity (CARES) assessment and is part of the federal Sustainable Communities Initiative grant planning consortium covering southern Connecticut and portions of New York. All of the above documents are available to assist in the development of the Consolidated Plan.

## **Section II: SCOPE OF SERVICES**

### **A. Objectives**

The following objectives should be considered in the development of the Consolidated Plans:

1. The plan should meet HUD's requirements and deadline for a Consolidated Plan;
2. Development of the plan should use existing data to help determine housing, homeless, special population, community development, and human development needs as required by HUD;

**Consolidated Plan 2013-2018 Request for Proposals**  
Due Date: September 19, 2012

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3. Development of the plan should build upon the participatory process drafted by the City at the lowest levels especially with low and moderate income persons with barriers to participation;
4. Documents presented in community forums should be readable (e.g., avoid technical jargon) and easy to understand;
5. Development of the plan should involve consultation with a broad sector of public and private agencies for collaboration and collective problem solving in determining needs, objectives, goals and priorities. The City has drafted a list and schedule which the consultant may wish to add to as the Plan development moves forward;
6. The plan should consider all community needs and resources available to meet those needs;
7. Based on identified community needs, the strategic plan portion of the Consolidated Plan should
  - Indicate general priorities for allocating funds to the various housing and community development needs identified in the plan;
  - Indicate the basis or reason behind the priority level (and relative priority) given to each category of priority need;
  - Identify any obstacle to meeting underserved needs;
  - Summarize specific objectives for meeting the needs in each priority area describing funds that are reasonably expected to be made available;
  - For each specific objective, identify quantifiable proposed accomplishments.
8. The plan should report on specific items required by HUD, such as reducing the number of families living in poverty and removing barriers to affordable housing;
9. The plan should be structured to serve as a basis for annual funding allocations and for assessing performance on an annual basis.

**B. Services/Deliverables**

1. The services to be performed under the proposal include, but are not limited to:
  - (a) Statistical and informational data collection and preparation of charts and narrative to prepare a housing and homeless needs assessment, (24 CFR § 91.205) and housing market analysis (§91.210);
  - (b) Consultation with public and private agencies as outlined in 24 CFR §91.100, including those that provide assisted housing, health services and social

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- services; state or local health and child welfare agencies regarding lead based paint hazards; adjacent units of local government, including planning agencies; public housing authorities; and agencies receiving HOPWA funds within the eligible City of Bridgeport statistical area;
- (c) Citizen participation activities such as publishing information; coordinating meetings, focus groups and hearings; summarizing and responding to public comment as outlined in 24 CFR §91.100;
  - (d) Using needs information obtained through data collection, consultation and citizen participation to make recommendations for a Strategic Plan as outlined in § 91.215 and for any policy issues;
  - (e) Presenting the draft Consolidated Plans to the public for comment and to the governing entity for comment and for approval; City Council of the City of Bridgeport with applicable graphics, maps, community information handouts and photographs;
  - (f) Producing thorough and complete documents that consolidate all elements in a format and organization structure that meets the federal regulation, guidelines and notifications. The Consolidated Plan team must approve final format.
  - (g) Summarizing recommendations of the Consolidated Plan into reader-friendly Executive Summaries using graphs, tables, pictures, and charts.

2. The consultant will be responsible for providing the following products:

- Five original paper copies of the Consolidated Plan that includes:
  - Source documentation and data;
  - Interim reports, memorandums, addendums, etc.;
  - Public announcements as published (or script if broadcast);
  - Information packets, surveys, questionnaires, materials handed out at public meetings;
  - Formalized notes from and/or descriptive narrative of events;
  - Copies of written public comments, summaries of verbal comments, and responses;
  - Final, print-ready Consolidated Plan and four copies. The four copies do not need to contain the above source documentation and data, etc.
- Five paper copies of Executive Summary of the Consolidated Plan
- One electronic copy in Word format and one in PDF format
  - Consolidated Plan (including indexes, tables, attachments, etc.)
  - Executive Summary of the Consolidated Plan
- Presentation materials for community meetings, public hearings, and governing body hearings.

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- Any other materials that are substantially relevant to the Consolidated Plan or development process.
- Should HUD not approve the Consolidated Plan, the Consultant **must** bring the document(s) to an acceptable level within the HUD designated time frame.

**C. Implementation Timelines**

The consultant shall provide sufficient staffing to accomplish the work described in this RFP within the mandated timeframe. The consultant shall be available as needed to provide the services described herein. In order for the Department to meet the HUD submission deadline of **May 15, 2013**, the consultant must meet the following estimated implementation timelines:

**THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION.**

Contract Start Date	October 2012
Completion of Draft Consolidated Plan	December 31, 2012
Draft Consolidated Plan Available for Public Review	January 1 to May 1 2013
Formal presentation to City Council's ECDE Committee	April, 2013
City Council Action	May, 2013
Submission to HUD via overnight carrier	May 14, 2013
Due in the HUD office	May 15, 2013

**D. Department Responsibilities**

The Department Point of Contact (POC) person will be available on a limited and negotiated basis to coordinate activities with the consultant. At a minimum, the POC person or the Department's Consolidated Plan team will be available for monthly meetings with the contractor to review progress, discuss policy issues, and coordinate activities. Members of the team include Department staff with responsibility for the CDBG Program, HOME Program, ESG Programs, community development implementation, enterprise zone coordination, federal applications, housing authority activities, the homeless and administrators of HOPWA programs. The Department may supply support to the consultant activities such as helping to coordinate public meetings and public and private agency consultations; identifying available information, data and resources; and consulting with elected public officials. Through its work, the Department coordinates with a variety

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community groups and members in low- and moderate-income communities. The proposal (see Section IV below) should specifically describe any assumptions with regard to the Department's role.

## **Section II. RULES AND CONDITIONS**

### **A. General Information**

- 1. Whom to Contact for Information** – Please direct all inquiries concerning this RFP to:

Tyler Fairbairn  
Department of Housing and Community Development  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604  
203.337.1326/203.576.8144  
Email address: [tyler.fairbairn@bridgeportct.gov](mailto:tyler.fairbairn@bridgeportct.gov)

There will not be a pre-proposal conference. Proposers should contact only the individual identified above for meetings, conferences, or technical discussions related to the RFP.

- 2. Who May Submit Proposals** – Proposals are invited from all parties with a demonstrated experience in developing approved Consolidated Plans or other similar long-range plans and strategies. Proposers should have a thorough knowledge of the federal requirements for the Consolidated Plan.

Note: Please refer to 24 CFR 85.36 for conflict of interest provisions. Essentially, this provision prohibits employees of the City of Bridgeport or agents of the Department from participating in the selection, award or administration of a contract that might go to their direct relatives or anyone in business with them or their direct relatives.

- 3. Term of Contract** – The anticipated term of any resultant contract is from October, 2012 to June 30, 2013. However, the date of final execution of the contract shall be the governing factor as to the date of commencement of work. Work after the submission of the Consolidated Plans to HUD will be contingent on HUD's satisfaction with the Plan.
- 4. Budgeted Funding and Contract Award**- Approximately \$50,000 is available for services rendered under this contract as a result of this RFP. Although, the City has an idea through its affiliation with the National Community Development Association (NCDA) how much the contract price should be compared with other communities as it relates to population size and funding allocation.
- 5. Interpretations and Addenda** – The City reserves the right to amend, alter, or

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change the rules and conditions contained in this RFP prior to the deadline for submission of proposals. Any revisions to the RFP will be accomplished through addenda or supplements to the RFP and shall become part of the RFP. All addenda will be sent to all persons and entities to which the Department sent copies of this RFP.

6. **Proposer's Cost of Developing Proposal** – Costs of developing and submitting proposals are entirely the responsibility of the proposer and shall not be chargeable in any way to the Department.
7. **Confidentiality of Proposals**- The City shall keep all proposals confidential until the evaluation process is completed and a contract has been awarded. Submission of a proposal shall constitute an agreement to public disclosure of the proposal after the award of the contract.
8. **Disposition of Proposals** – All proposals submitted become the property of the City and may be returned upon request, only at the option of the City and at the proposer's expense.
9. **Department Use of Ideas and Concepts** – The City reserves the right to use any and all ideas or concepts in any proposal submitted and /or selected for the award of the contract.

**B. Submission of Proposals**

1. The original and four copies of the proposal must be enclosed in a sealed envelope with the name and address of the proposer. The lower left corner of the envelope should be plainly marked "**CONSOLIDATED PLAN PROPOSAL**".
2. Proposals **MUST** be submitted either by certified mail or personal delivery to:

Department of Public Purchases  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604

**Proposals sent to any other office will not be accepted.**

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3. All proposals must be received by 2:00 p.m. on September 19, 2012 at the address above. Postmarks or facsimile (FAX) transmissions will not be accepted in lieu of this requirement. It is the responsibility of the proposer to ensure the proposal is submitted by the time and date and to the address specified above. The Department will reject any proposal not meeting this RFP requirement timeline.

**C. Contract Provisions**

1. The successful proposer must agree to all terms and conditions of any consultant contract with the City as a condition of executing the contract.
2. Sample contract documents containing typical provisions are shown in **Attachment 1**, and are included for reference but are subject to modification by the City prior to contract execution. Please read the sample contract carefully and take special note of the provisions related to required insurance coverage and disclosure. The selected consultant must have and continuously maintain insurance as required by the City of Bridgeport.

**Section III. PROPOSAL FORMAT AND CONTENT**

In order to be considered for an award, the proposer **must** supply all of the information requested in this section of the RFP. A proposal that fails to comply completely with these requirements will be deemed nonresponsive by the City. The City, however, reserves the right to waive any immaterial noncompliance which in the City's judgement does not compromise the overall purpose and intent of the RFP. The proposal **must** include the sections listed below and **must** be submitted in the following format and order.

**A. Proposal Format**

1. The proposal should be prepared simply and economically providing straightforward and concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are neither necessary nor desired. Emphasis in the proposal should be on completeness and clarity of content. The evaluation process will not provide credit for capabilities or advantages that are not clearly shown in the written proposal.
2. All proposals **must** be submitted with an **original and four copies** on standard white paper, 8 ½ by 11 inches in size, typed in number 12 Arial font, double-spaced with each page clearly and consecutively numbered.
3. The proposal must be submitted in the legal entity name of the proposer. The

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proposal must be signed by the proposer, a corporate officer, or authorized agent of the proposer.

**B. Proposal Cover Letter and Statement of Intent to Meet RFP Requirements**

A proposal cover letter and Statement of Intent to Meet RFP requirements must be submitted to the City of Bridgeport with the proposal.

**C. Table of Contents**

A table of contents **must** be provided which identifies all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

**D. Body of Proposal**

1. Qualifications and Experience

- (a) Statements describing background, including date established, type of ownership, location of headquarters and offices, and number of employees engaged in planning activities.
- (b) Statements describing work history on similar projects. Samples of current or prior Consolidated Plan or other planning projects may be included with the proposal.
- (c) Statements that demonstrate knowledge and/or experience in development of an **approved** Consolidated Plan and/or other similar long range plans and strategies; in working with federally-funded programs; and in facilitating public input, data collection and statistical analysis.

2. Organizational Structure

The content of this section should describe how the Proposer intends to organize resources, as necessary to complete the project required by this RFP.

For staff working on this project, the Proposer **MUST** provide the following:

- (a) Titles;
- (b) Resume describing their educational background and relevant experience;
- (c) Percentage of time to be devoted to this project; and
- (d) Indicate if the staff is an employee of the Proposer, or if she/he is a

subcontractor.

3. Workplan

The work program portion of your proposal should

- (a) Describe the major activities and processes with timelines (consistent with Section II. C.) necessary to provide the services and products outlined in Section II.B.1 (a) through (g);
- (b) Describe the proposed strategies to meet the objectives as outlined in Section II.A.;
- (c) Be organized by the services outlined in Section II.B. 1. (a) through (g).

The work plan should detail any data and other information expected to be obtained through the Department as well as describe specific portions of work that the Agency will be expected to do.

4. Costs/Bid Sheet

Provide a breakdown of all costs associated with the performance of the Scope of Work as required in this RFP as follows.

- (a) Total costs for the project;
- (b) Total costs for each service/deliverable in Section II.B.1.(a) through (g);
- (c) A breakdown of costs by the following categories: staff and associated overhead; costs related to copying and production, and expenses for travel to meetings and per-travel costs;
- (d) For each staff working on this project, provide the name, title, hourly rate, and status (employee/subcontractor).

5. References

- (a) Proposer must provide three letters of reference from current and/or former clients for whom the proposer has provided services similar to those required herein.
- (b) Letters of reference must include the name, address and telephone number of the individuals who provide the references.

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(c) The Department will contact references. If references cannot be reached, the proposal shall be deemed non-responsive and rejected. If references obtained by the Department are not favorable, the Department may reject the proposal.

(d) References will not be used as an evaluation criterion for scoring proposes.

**Section IV. SELECTION PROCESS**

**A. Evaluation Criteria**

For detail on body of proposal requirements, see Section III (D).

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications and Experience	30
Organizational Structure	5
Quality of Workplan	50
Costs	15
<b>Total Possible Points</b>	<b>100</b>

The allocation formula for points for **costs** is as follows:

Lowest Bid amount **divided by** current bid amount being evaluated **times** maximum costs points = points

Percentages will be rounded to the nearest whole number. See below for example:

<u>Bids</u>	<u>Allocation Formula</u>	<u>Points</u>
\$100 (lowest bid)	$\$100/100 \times 15$	15
\$150	$\$100/150 \times 15$	10

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**B. Evaluation Process**

Proposals shall be evaluated and contracts awarded in the following manner:

1. All proposals shall be submitted to an Evaluation Committee, which shall evaluate and score the proposals. The Evaluation Committee shall be composed of four to six persons, including but not limited to representatives from the following agencies:
  - Department of Housing & Community Development
  - Chief Administrative Office
  - Greater Bridgeport Area Foundation
  - Representatives from the Bridgeport Community
2. All proposals meeting the requirements of the RFP will be rated using the evaluation criteria identified below. The Evaluation Committee **may** schedule interviews with the top candidates. Proposers will be notified of any additional required information or interviews after written proposals have been evaluated. The Evaluation Committee will make a recommendation based on the highest score to the Board of Public Purchases of the City of Bridgeport and City Council for approval.
3. In the event that an agreement cannot be reached with the selected proposer, the City., at its sole discretion, shall have the right to negotiate with the next ranking proposer until an agreement can be reached.
4. The City reserves the right to reject any or all submittals; request clarification of any submitted information; waive any informalities or irregularities in any submittals or cancel all or any portion of the selection proceedings at any time.
5. Proposals that contain false or misleading statements or which provide a reference that do not support an attribute claimed by the proposer may be rejected. If, in the opinion of the City, such information was intended to mislead the Department in its evaluation, it will be the basis for the rejection of the proposal.

**Section V. MBE (Minority Business Enterprises)**

In order to receive any award favorable to Minority Business Enterprises (See Ch.3.12.130, City Ordinances) for goods, materials and general services, all MBE firms, for themselves and their sub-contractors, must submit a true copy of their current (no older than 2 years) State of Connecticut certification, other government certification in another City or State, or certification from one of the recognized independent organizations listed on the City's website under "Purchasing" as a minority-owned, or disadvantaged-owned business. The City reserves the right to authenticate such certification."

**ATTACHMENT 1**  
**Minority Business Enterprise Ordinance**

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**Whereas**, the City Council approved the Small Business Enterprise Program in the Fall of 2005 in an effort to increase the use of minority-owned, women-owned and other disadvantaged contractors in the City of Bridgeport awarding of contracts;

**Whereas**, the City Council approved an amendment to the Small Business Enterprise Program on April 3, 2006 to increase the percentage attainable goals for awarding of contracts to such contractors; and

**Whereas**, the City Council desires to change the name of the Small Business Enterprise Program, to further increase the percentage attainable goals previously established, and to make other necessary changes to the program to better ensure that the program's goals and requirements can be satisfied. **Now, therefore,**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances Chapter 3.12 Equal Opportunity Requirements for Contractors, Section 3.12.130 Small Business Enterprise Program, is hereby substituted in its entirety and replaced with the following ordinance:

3.12.130 Minority Business Enterprise Program.

A. Purpose. The purpose of this chapter is to:

- Recognize the findings of the Disparity Study dated March 2005 conducted at the city's request.
- Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the Disparity Study;
- Create a sheltered market program to benefit small, Bridgeport-based businesses by providing a pool of contracts for which they can compete on a fair basis; and
- Take steps to reduce or eliminate aspects of the city's bidding and contracting processes that pose the greatest difficulties for Minority Businesses and other small businesses and hinder their participation, prosperity and growth.

B. Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in Section 3.08.070, Purchasing procedure, unless the context otherwise requires.

"African American" means a Black American, including all persons having origins in any of the Black African racial groups not of Hispanic origin.

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"Asian American" means an Asian American, including all persons having origins in any of the countries of the Asian Continent, Southeast Asia, an Asian Pacific American and a Pacific islander.

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"American Indian" means a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

"Business" means a business defined under "Company".

"Certified" means an MBE, WBE or DBE contractor whose status as a member of a particular minority group classification has been established, certified or accepted for participation in any minority, disadvantaged or small business program by (a) any State of Connecticut agency or quasi-governmental agency, (b) any other State governmental or quasi-governmental agency in another state, and (c) any governmental or quasi-governmental agency of any city, town, county or municipality in Connecticut or any other state, and which Certified contractor otherwise possesses the experience, skills and resources to satisfy a City contract and/or Contract Category.

"City contract" for purposes of this chapter means any contract, purchase order, bid, quote or selection process involving work in the nature of construction (including new construction, rehabilitation, demolition and sitework), architecture and engineering, professional services, non-professional services, or goods.

"Compliance Committee" means a committee established by the Administrator to oversee the implementation of this chapter, compliance with its provisions, interpretations of its meaning and application, hearing and resolution of protests and complaints, and implementation of remedies and penalties, consisting of the Administrator, a representative of the Purchasing Department, a representative of the City Attorney's Office, the City Council's Legislative Director, and a representative from any city consultant engaged for purposes of implementation and/or compliance.

"Compliance reports" means those reports identified in this chapter prepared by the person or department designated or otherwise prepared at the request of the Administrator or his designee, including any city consultant engaged for such purpose, to track all phases of the program established by this chapter, including utilization of Minority Contractors and Bridgeport businesses, compliance by bidders and various participants in the implementation of or compliance with the program, outreach efforts, protests and complaints received and determined, enforcement actions taken, Liquidated Damages assessed, debarments and disciplinary actions recommended, and such other reports as the Administrator may deem necessary or desirable.

"Contracting Category" means contracts for construction, contracts for architecture and engineering, contracts for professional and non-professional services, and goods.

"Company" means a business enterprise, including a corporation, partnership, joint venture, limited liability company, limited liability partnership or sole proprietorship.

"Disadvantaged business enterprise" or "DBE" means an individual having a physical impairment that substantially limits one or more of the major life activities of the individual or who has a record of such an impairment that is Certified.

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"Due Diligence Criteria" for purposes of this chapter means a fair and unbiased method by which a Contracting Officer obtains informal quotes when permitted by Chapter 3.08.070 from Companies, including MBEs, WBEs and DBEs, such that bias, prejudice and discretionary practices by a Contracting Officer are minimized and city contracts are awarded in compliance with the requirements of this chapter.

"Evaluation credits" means, in a qualifications-based selection process, the assignment of ten (10) additional points to applicable Target Groups when evaluating their qualifications and/or their proposals, based upon a uniform 100-point scoring system described in this chapter in order to arrive at a short-list of proposers so that Target Groups are not placed at a competitive disadvantage when competing with non-target groups.

"Formal" contracts means those city contracts that exceed \$25,000 and are required to be publicly advertised under Section 3.08.070.

"Good Faith Efforts" means a Prime Contractor's obligations to reach out through various means and methods described in this chapter to Minority Contractors to participate as subcontractors in connection with the Prime Contractor's intention to bid for a city contract, as more particularly described in Section G(5) of this chapter.

"Hispanic American" means a Hispanic American, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

"Industry coding" means the Contracting Officer's determination of and the Purchasing Director's agreement with the industry classification codes assigned to a city contract prior to or at the time of bid to facilitate bidding, selection, implementation, compliance, monitoring and enforcement activities.

"Informal" contracts means those city contracts under \$25,000 that are not required to be publicly advertised under Section 3.08.070 of this code.

"Jobs funnel" means a community effort to provide opportunities for Bridgeport residents to receive life-skills training, job training, and job placement with building trades and Companies doing business with the city or in the City of Bridgeport.

"Liquidated Damages" means monetary penalties that can be assessed against a Prime Contractor or a Minority Contractor for violation of the requirements of this chapter, as more particularly described in Section G(3) of this chapter.

"Minority business enterprise", "Minority Contractor" or "MBE" means a minority-owned business, including minority female-owned business enterprises, the latter sometimes referred to herein as a "WMBE" that demonstrates at least 51% percent of the ownership held by a person(s) who is a member of a racial minority group, and who exercises operational authority over the daily affairs of the business, has the power to direct policies and management, and receives beneficial interests of the business that is Certified. In some cases use of the term Minority Contractors or MBEs may include WBEs, WMBEs and DBEs where the context requires.

"Outreach and marketing program" means a city program operated by the Administrator, or his designee, including any city consultant engaged for that purpose, to attract and promote the inclusion of new and existing Minority Contractors into the city bidding and contracting process, including soliciting businesses to bid for city contracts

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and become city contractors, advertising contracting opportunities especially in media outlets sensitive to minority

interests, hosting open houses, registration and networking events, arranging training opportunities, facilitating partnering with Companies, and identifying agencies and for-profit and not-for-profit organizations interested in fostering the capacity and effectiveness of Minority Businesses, and the like.

"Prime Contractor" means a non-minority contractor that seeks or obtains a city contract.

"Program administrator" or "Administrator" means the city's chief administrative officer or his designee, including any city consultant engaged for implementation purposes or the Compliance Committee.

"Project Labor Agreement" or "PLA" means one (or more) agreements sought for and arranged by the city on appropriate projects or programs such as the new schools construction program to ensure the creation of trade apprenticeships and other job opportunities for Bridgeport residents in accordance with the goals of this chapter.

"Prompt payment directive" means the city's commitment to a prompt payment process developed by the Administrator, Director of Finance and the Director of Information Technology for (a) all Prime Contractors employing Minority Contractors as subcontractors and (b) all Minority Contractors to ensure that the city pays complete invoices in a maximum of thirty (30) days if to a Prime Contractor and a maximum of fifteen (15) days if to a Minority Contractor, except for any portions of such invoices about which there exists a legitimate dispute.

"Self-Perform" means that a Certified MBE, WBE or DBE contractor, whether a Prime Contractor or a subcontractor, performs 30% of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls.

"Sheltered market program" means a city program developed by the Administrator or his designee, including any city consultant engaged for that purpose, and the Director of Purchasing that creates a pool of various city contracts for SLBEs in Contracting Categories in which SLBEs are available that ensures fair competition for city contracts taking into account the relative sizes and resources of SLBEs so that SLBEs compete for city contracts against other SLBEs of similar size and resources.

"Small local business enterprise" or "SLBE" means a business enterprise having its principal office in Bridgeport and a business license, and either less than \$5 million in annual sales or fewer than 20 employees.

"Subcontractor substitution" means a Prime Contractor's request to substitute or replace a Minority Contractor listed or identified prior to the time of award and upon which the award was made, which can only be accomplished with the Administrator's, or his designee's, including a city consultant engaged for that purpose, or the Compliance Committee's prior written consent after written notice from the Prime Contractor to the Administrator, with a copy to the subcontractor, both the Prime Contractor and the subcontractor having a right to be heard, and such a substitution must be based on good cause shown in accordance with a process established by the Administrator or the Compliance Committee.

"Target Groups" means those racial or gender groups identified in the Disparity

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Study that experienced historic discrimination in city contracting to such a degree that this chapter provides race and gender-conscious remedies

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such as set-asides, percentage attainable goals, Evaluation Credits or other preferences.

"Voluntary programs" mean those program activities described in this chapter and other activities implemented in the future by the Administrator or his designee, including any city consultant engaged for that purpose, that are designed to encourage and develop Minority Contractors and SLBEs, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the creation of a sheltered market program, the adoption of Project Labor Agreements, the creation of a Jobs Funnel, etc.

"Waiver" means the request for relief from a requirement of this chapter, satisfactory to the Program Administrator or the Compliance Committee, that the Prime Contractor's good faith efforts to identify a Minority Contractor or a Target Group, as required by this chapter, did not result in meeting at least 50% of the requirements or goals of this chapter in spite of the Prime Contractor's good faith efforts to achieve compliance.

"Women business enterprise" or "WBE" means a women-owned business enterprise contractor who is not a member of a racial minority group and whose legal existence has been established for at least one (1) year prior to the time of bid.

### C. Guiding Principles

1. It is important to implement the principles and goals of this chapter in a way that encourages the participation of MBE, WBE and DBE contractors in the city contracting process while at the same time being fair and avoiding unreasonable burdens on other contractors that are not members of such groups.

2. It is important to implementation and compliance that participants in the city contracting process, whether Prime Contractors, subcontractors, MBEs, WBEs, DBEs, and city officials, employees and agents, be discouraged in various ways and penalized for non-compliance, efforts to avoid or subvert, or assist others in such efforts, or to appear to be in compliance with the important principles and goals of this chapter by the use of strategies, devices, ploys and other improper means.

3. It is important in the implementation and compliance process to understand that this chapter serves as an important tool in the revitalization of the city's economy, including the encouragement, development and success of Bridgeport companies and the employment of Bridgeport residents.

4. A prime contractor who is a Certified MBE, WBE or DBE and meets the other requirements of this chapter such as the obligation to Self-Perform, is, by definition, in compliance with the principles and goals of this chapter.

D. Establishment of Race and Gender-Conscious Remedies.

1. Formal Prime Contract Remedies.

a. Competitive Bids. An attainable goal of 30% of the aggregate dollar value of each Formal city contract (goal of 15% of the contract value to MBEs and goal of 15% to WBEs).

b. Qualifications-Based Selections. An attainable goal of 30% of the aggregate dollar value of a city contract is established for Prime Contractor utilization of certain Target Groups during QBS processes. For purposes of this subsection, the Target Groups that should receive Evaluation Credits are:

- i. City contracts for construction professionals: African Americans, Hispanic Americans, MBEs, and minority female and Caucasian female minority business enterprises.
- ii. City contracts for architecture and engineering professionals: Asian Americans, Hispanic Americans, and Caucasian females.
- iii. City contracts for other professional services: Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.
- iv. City contracts for goods and nonprofessional services: African Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

2. Informal Prime Contract Remedies.

a. An attainable goal of 30% of the aggregate dollar value of each Informal city contract (goal of 15% of the contract value to MBEs and goal of 15% to WBEs).

b. Since Informal city contracts awarded to Prime Contractors are not usually publicly advertised and tend to be awarded by individual Contracting Officers after informal quotes are obtained, MBEs do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The Administrator and the Director of Purchasing shall implement Due Diligence Criteria for Contracting Officers and standardize the process for identifying, documenting and selecting Target Groups for the award of Informal city contracts to minimize discretionary or prohibited practices.

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For purposes of this subsection, the Target Groups are:

- i. City contracts for construction: African Americans, Hispanic Americans, and MBEs.
- ii. City contracts for architecture and engineering services: Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female business enterprises.
- iii. City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.
- iv. City contracts for goods and nonprofessional services: African Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

3. Disparity in Construction Subcontracting Remedy.

a. In addition to the attainable goal of 30% of the aggregate dollar value for Formal city contracts and the attainable goal of 30% for Informal city contracts, a mandatory requirement of 6% of the aggregate dollar value of Formal and Informal construction subcontracts is established for Prime Contractor utilization of Certified African American businesses who Self-Perform and meet the other requirements of the bid. African-American businesses constitute the Target Group for purposes of this subsection.

b. The Administrator or his designee, including any city consultant engaged for this purpose, and the Director of Purchasing will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American Contractors. City contracts for construction subcontracting reserved for African American Contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American Contractors in the construction trades.

c. The inability of a Prime Contractor to meet the mandatory 6% African American requirement of this subsection may be permitted only upon the Administrator's grant of a waiver for good cause shown in accordance with this chapter. If a waiver is not granted, all or portions of the work shall be re-bid if feasible and practical or the Administrator shall assign work in a fair and unbiased manner to Contractors previously identified and participating in the program created by this chapter who are Certified, Self-Perform and meet the other requirements of the bid. This mandatory requirement and a study of the general utilization of Minority Contractors shall be revisited in ten (10) years from the date of the Disparity Study.

4. Sheltered Market Program for SLBEs.

a. An attainable goal of 30% of the aggregate dollar value of city contracts to SLBEs for city contracts determined to be appropriate for the city's Sheltered market program. Such attainable goal shall be implemented without regard to the minority, female or disadvantaged status of any SLBE. The Administrator or his designee, including any city consultant engaged for such purpose, and the Director of Purchasing shall determine in which Contracting Categories SLBEs are available to bid for city contracts and shall bid such contracts to SLBEs in a manner that ensures fair competition, taking into account the relative sizes of available SLBEs so that SLBEs compete for such city contracts against other SLBEs of similar size.

b. This program will enable such SLBEs to build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. In order to identify the SLBEs interested in obtaining city contracts, the Administrator or his designee, including any city consultant engaged for such purpose, and the Director of Purchasing will create a registration system that will collect SLBE business information, industry classification, size in terms of annual sales, capacity, workforce size, equipment and other characteristics. The city contracts sought to be awarded to SLBEs in the Sheltered market program shall be based upon such registry and shall be revised on an annual basis to accommodate the registration of new SLBEs. All SLBEs on the registry shall receive procurement notices for the city contracts reserved for the Sheltered market according to each SLBE's Industry coding and according to their availability and their experience, skills and resources to satisfy a City contract and/or Contract Category.

c. SLBEs are not required to meet MBE, WBE or DBE goals established by this chapter for city contracts that are not included in the Sheltered market program, but are nevertheless encouraged to utilize MBE, WBE and DBE subcontractors where possible.

E. Establishment of Best Practices. For purposes of implementing the city's program, the Administrator will ensure that best management practices are employed to improve MBE, WBE and DBE access to and participation in city contracts. The following practices focus on pre-award and post-award efforts and are intended to benefit all Minority Contractors and SLBEs interested in contracting with the city. Best practices include, but are not limited to, the following:

1. Identification of Specific Subcontractors is Required and Substitutions May Not be Made Without Good Cause Shown. Prime Contractors must either identify subcontractors at the time of bid submission or indicate that they intend to meet the goals established for such contract. Following receipt of a notice of intent to award, a Prime Contractor must identify such subcontractors, the dollar value of each subcontractor's work, and those subcontractors may not be substituted without good cause being shown in accordance with this chapter. The Administrator will determine whether good cause has been shown for the substitution of the subcontractor and shall be guided by the principles and goals of this chapter and any applicable industry standards in the Contract Category involved.

2. Creation of a Uniform System for Posting Procurement Notices. The Administrator or his designee, including any city consultant engaged for such purpose, the Director of Purchasing and the Director of Information Technology shall establish a uniform system for posting notices of city contracts that includes posting minority contracting opportunities in the Purchasing Department, providing computer stations available to the public in the Purchasing Department for contracting opportunities, registration, placing bids, etc., placing newspaper notices, website posting, fax notification, email notification and/or any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that Prime Contractors are able to make good faith efforts to recruit Minority Contractor participation.

3. Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, Contracting Officers seeking to bid city contracts should make every effort to unbundle contracts into separate parts of the work (including labor, materials, equipment, etc.) in a way that is practical, manageable, efficient and cost-effective, in a way that balances such concerns with the goal of maximizing the ability of MBEs to participate as subcontractors or as prime contractors themselves.

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4. Revising Bonding Requirements. The Administrator and the City Attorney shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements from MBEs, WBEs and DBEs for city contracts, including for example the establishment of a contingency in the budget for the work to cover the costs and consequences of a Minority Contractor's failure to complete, that balances the city's concerns about job completion, risks and potential liabilities, and other legal concerns with this chapter's desire to ensure that bonding requirements do not constitute an unreasonable obstacle to participation, including the creation of a contingency fund in the budget for particular city contracts to cover the cost of complete and consequences resulting from a Minority Contractor's failure to perform.

5. Phased Release of Bonding and Retainage. The Administrator and the City Attorney shall develop a policy and procedure, when practical and feasible, to work with Prime Contractors to permit periodic releases of an MBE's, WBE's or DBE's performance bond, where subcontractor bonds are required by the Prime Contractor, and to release retainage upon satisfactory completion of portions of such subcontractor's work so long as the Prime Contractor is satisfied with the quality and completion of such work. Prime Contractors may not create retainage greater than 5% of the value of a Minority Contractor's portion of the work, but may create retainage up to 10% in other cases according to industry standards and practices not in violation of law. Such policy and procedure shall not include the periodic release of payment bonds, since such bonds are created to protect the interests of other subcontractors or sub-subcontractors.

6. Adopt a Prompt Payment Procedure to Assist MBEs; Prohibition of "Pay When Paid" Clauses in Certain Contracts. The Administrator and the Director of Finance shall develop a prompt payment procedure that prioritizes payments to Minority Contractors and the Prime Contractors for whom they may be working. Such procedure shall provide for the payment of complete invoices to a Prime Contractor that utilizes Minority Contractors in a maximum of thirty (30) days after receipt, elimination of any "pay when paid" clause in the Prime Contractor's contracts with Minority Contractors, and a requirement that Prime Contractors shall pay Minority Contractors within fifteen (15) days of the receipt of complete invoices. In all cases, payments in accordance with this paragraph are not required within such timeframes for invoices or portions thereof about which there exists a legitimate dispute until such dispute is resolved.

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7. Adoption of Protest Procedures. The Administrator and the City Attorney shall develop protest procedures when Contractors, whether Prime Contractors or Minority Contractors, or other persons wish to challenge a bid, contract award, grant or denial of a waiver, release of retainage, and other complaints that may arise in the interpretation, implementation, monitoring and compliance activities of this chapter, and such procedures may be similar to the bid protest procedures adopted by the Board of Public Purchases pursuant to Section 3.08.070 of this code. Such protests shall be heard and determined by the Compliance Committee.

8. Collection of Monthly Records; Preparation of Compliance Reports on a Regular Basis. In order to determine the program's level of success and to address any problems that may result in the implementation of the program described in this chapter, monthly records will be available for review in the Department of Purchasing, and the Administrator or his designee, including any city consultant engaged for such purpose, shall prepare quarterly utilization reports at the end of the months of October, January, April and July in each fiscal year for submission to the Mayor and the Legislative Director of the city council. Such compliance reports shall include reports on Minority Contractor availability and utilization, employment of Minority Contractors, creation of apprenticeships and employment opportunities for Bridgeport residents on projects covered by Project Labor Agreements, nature and results of bid protects, instances of non-compliance by Prime Contractors, Minority Contractors, city employees and others involved in the program.

9. Establishment of Outreach and Marketing Program. The Administrator or his designee, including any city consultant engaged for such purpose, shall develop an outreach and marketing program that includes developing a tag line and print materials for an outreach campaign, creating procedures for distributing forecasts of contracting opportunities, developing arrangements with public and private agencies and organizations to disseminate information about the program described in this chapter, and conducting periodic program monitoring and evaluation as required by this chapter. This program will create a resource listing existing and new Minority Contractors that contains the Contracting Category, minority group affiliation, Target Group membership, experience, resources, size, equipment and other relevant information for each. Such program will also include a notification process to ensure that Minority Contractors and Target Group members obtain a timely notification designed to reach them, and sufficient time and opportunity to submit bids, quotes, qualifications or proposals to Prime Contractors who plan to bid for city contracts.

10. Award of City Contract to Minority Contractor Where It Was Not the Low Bidder. A Minority Contractor may be awarded the city contract even though it was not the low bidder in a competitive bid or competitive proposal when the Prime Contractor has not substantially achieved (i.e., achieved at least 50% of) the goals set forth in this chapter applicable to such contract:

a. In a bid for an Informal contract, if the Minority Contractor's bid is within ten percent (10%) of the low bid submitted by a Prime Contractor or, if greater than 10% of the low bid, the Minority Contractor agrees to accept the city contract for no greater than 10% above the low bid.

b. In a bid for a Formal Contract, if the Minority Contractor's bid is no greater than the percentage above the low bid submitted by a Prime Contractor stated below or, if greater than the percentage of the low bid stated below, the Minority Contractor agrees to accept the city contract for an amount no greater than the percentage above the low bid stated below:

i. If the Minority Contractor's bid is no greater than 10% above the low bid and the low bid is \$100,000 or less;

ii. If the Minority Contractor's bid is no greater than 7% above the low bid and the low bid is \$500,000 or less; or

iii. If the Minority Contractor's bid is no greater than 5% above the low bid and the low bid is \$1,000,000 or less.

c. Notwithstanding anything contained in this paragraph 10 to the contrary, if the bid or proposal requests quotes for base work and quotes for alternate additions or deductions, all bids must be analyzed on a fair and equitable basis without manipulation of the base bid and the alternate bids in such a way that makes the calculation of the low bid suspect or questionable in violation of the principles of this chapter.

11. Uniform Scoring System For QBS Processes. The Administrator and the City Attorney will develop a uniform 100-point system for use in qualifications-based selection processes. Target Groups determined in accordance with this chapter for the Contracting Category involved will be entitled to an additional 10 points above the score that they receive as a result of the 100-point system in determining whether they are part of the short list of contractors arrived at for purposes of making a final selection. The final selection shall then be made in the ordinary course of making a qualifications-based selection.

12. Adoption of Due Diligence Criteria For Informal Bids. In bids for Informal contracts, the Administrator and the Purchasing Director shall develop Due Diligence Criteria for Contracting Officers so that Informal contracts are awarded in a fair and unbiased method. Contracting Officers may only make recommendations to the Purchasing Department for the award of an Informal contract in order to minimize discretionary practices and to ensure that the goals of encouraging awards to Minority Contractors and SLBEs in accordance with this chapter.

F. Priority of Federal and State Minority Business Award Criteria. Often, with regard to federal and state funding of loans and grants, such governments require their own criteria and goals for awarding contracts to MBEs, WBEs and DBEs when federal or state dollars, respectively, are used to procure the goods or services desired. Recipients of federal and state funds are often required to implement measures to ensure equitable minority contracting whether a disparity was found or not. Therefore, notwithstanding anything contained in this chapter to the contrary, any requirements of federal or state governments relating to the award of contracts to SBEs, MBEs, WBEs, MWBEs or DBEs shall govern over any inconsistent provision of this chapter.

G. Compliance; Good Faith Efforts; Penalties; Miscellaneous.

1. Compliance with and good faith adherence to the requirements of this chapter by Prime Contractors, Minority Contractors, city officials and employees, and others involved in the city contracting process is mandatory, except where otherwise provided or permitted by this chapter.

2. No scheme, strategy, ruse, artifice, collaboration, passthrough or other device to make it appear that compliance with this chapter has been achieved or to avoid compliance with this chapter is permitted.

3. Any Prime Contractor, Minority Contractor or other Company involved in city contracting that violates this chapter, avoids, or attempts to avoid the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans that may be adopted, shall be subject to debarment under the provisions of Chapter 3.08.090 of this Code. The Administrator or his designee, including any city consultant engaged for such purpose, or the Compliance Committee, with the advice of the City Attorney, may direct that payment to Prime Contractors or Minority Businesses involved in a city contract be withheld until any violation of this chapter has been corrected, or may deduct any monetary penalty from any monies that the city owes to such contractor, without the city incurring any additional cost, charge, interest or other fee from the Company committing the violation. The city may also impose and collect liquidated damages in the amount of \$200/day for each day that a violation has been committed and continues ("Liquidated Damages"), unless the Company proves and the Administrator finds that mitigating or extenuating circumstances to exist, in which case such Liquidated Damages may be reduced in the Administrator's discretion. Such Liquidated Damages may be imposed because of the difficulty and expense of attempting to quantify the value and assess the damage done to the program adopted under this chapter, and all Companies submitted bids or proposals for city contracts shall be deemed to understand and accept the imposition of Liquidated Damages for violations of this chapter. The Administrator shall use Liquidated Damages that are collected to fund outreach and educational efforts under this chapter.

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4. Any city employee deemed by the Administrator or his designee, including any city consultant engaged for such purpose, or the Compliance Committee, with the advice of the City Attorney, to have violated this chapter in an intentional or grossly negligent manner or who has avoided or attempted to avoid, or to have assisted or encouraged a Company to avoid or attempt to avoid, the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans adopted, shall be recommended for progressive disciplinary action within such employee's department and if necessary with the involvement of the city Department of Labor Relations, subject to the terms of any collective bargaining agreement that applies.

5. Mandatory Good Faith Efforts; Waivers; Exceptions. A Prime Contractor has the burden to demonstrate at the time of receipt of a notice of intent to award a city contract, and before the contract is awarded, that it is committed to and will be able to achieve the goals and requirements of this chapter. If, however, the Prime Contractor believes that it cannot achieve the goals and requirements of this chapter, it must demonstrate that it has (a) completed good faith effort No. 1 below and has met at least two (2) of good faith efforts Nos. 2 through 7 identified below (collectively, "Good Faith Efforts") to the reasonable satisfaction of the Administrator or his designee, including any city consultant engaged for such purpose, or the Compliance Committee in order to justify a waiver of the requirements of this chapter involved in the particular situation. Good Faith Efforts are:

No. 1— City Website and Newspaper Notice. Publish a notice seeking subcontractors on the City's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the Prime Contractor's contact person having knowledge of the subcontracting work being sought within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 2— Written notices to business associations or agencies. The Prime Contractor shall send written notices to at least two (2) business associations or development agencies, profit or non-profit, that represent or are associated with the interests of Minority Contractors and who disseminate bid opportunities and other information to Minority Contractors, so long as such notices are sent within a reasonable time prior to the deadline for the submission of each bid, quotation or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the Prime Contractor's contact person having knowledge of the subcontracting work being sought. The Prime Contractor shall make every reasonable effort to respond to the inquiries and information requests of Minority Contractors within a reasonable time prior to the time of submission of each bid, quotation or proposal.

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No. 3--Searching Available Databases and Lists of Minority Contractors. The Prime Contractor shall take steps to identify Minority Contractors in the Contracting Category doing the type of work sought in connection with the city contract from lists available from the Purchasing Department, on the city's purchasing website or other internet websites, or at other locations.

No. 4--Obtaining Quotes From Available Minority Contractors. The Prime Contractor shall obtain written quotes from Minority Contractors that we rejected for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.

No. 5--Attempts to Enter Into Joint Ventures or Other Arrangements with Minority Contractors. The Prime Contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with Minority Contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for the failure or rejection of such efforts.

No. 6--Placing Advertisements in Minority Business Media Outlets. The Prime Contractor shall advertise in media outlets associated with or likely to reach Minority Contractors at least 2 times within a reasonable time prior to the date for submission of the bid, quotation or proposal for the city contract involved that includes a reasonable time for Minority Contractors to provide quotes.

No. 7--Other Efforts Particular to the Bid. The Administrator may approve other good faith efforts that can be made in connection with a particular bid.

6. Exemptions; Waivers.

a. The following procurements are exempt from the application of this chapter:

i. Qualified Purchases, Emergency Purchases, or purchases from federal, State, regional or other cooperative bidding arrangements.

ii. Bids that are otherwise exempted from competitive bidding or procurement requirements under the city's purchasing ordinance or city charter, for example, the selection of bond underwriters for the sale of city general obligation bonds.

b. When a Prime Contractor is unable to meet at least 50% of the goal established for a particular city contract, the Administrator or his designee, including any consultant engaged for that purpose, or the Compliance Committee, may grant a waiver if the Prime Contractor can demonstrate either that:

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- i. Its workforce includes 30% Bridgeport residents;
  - ii. It will hire only Bridgeport residents for jobs the Prime Contractor identifies will be created as a result of the city contract; or
  - iii. That it has a good record of hiring minority contractors in the 2-year period prior to the city bid but has been unable to utilize minority contractors for the city contract for good cause shown..
- c. Other work for which the Administrator determines that there are no Minority Contractors registered, available or qualified to bid on such work.
- d. Any waiver request and all supporting documentation and must be submitted to and accepted by the Administrator prior to the contract being awarded.

7. Prohibition Against Double-Counting. Minority Contractor participation in a city contract may not be double-counted in calculating whether the percentage goal has been met. If, for example, a Minority Contractor is also a minority female contractor, in calculating the Prime Contractor's compliance with the attainable goal, the Minority Contractor's portion of the contract may be calculated only in terms of the aggregate value of its portion of the contract work as a percentage of the total contract work.

8. Implementation Timetable. The Administrator has discretion to determine the applicability of this chapter to city contracts that are close to being awarded and those that will be awarded soon after passage for purposes of feasibility and practicality.

This chapter shall be effective upon publication.

APPROVED BY THE  
BRIDGEPORT CITY  
COUNCIL ON:        ON:

July 2, 2007

ATTEST:

FLEETA C. HUDSON  
CITY CLERK

APPROVED BY MAYOR  
JOHN M. FABRIZI

July 2, 2007

ATTEST:

JOHN M. FABRIZI  
MAYOR

PUBLISHED IN  
CONNECTICUT  
POST ON:

July 19, 2007

ATTEST:

FLEETA C. HUDSON  
CITY CLERK

ATTACHMENT 2  
Non-Collusion Form

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

(To be included with bid # \_\_\_\_\_ )

State of.....)

County of.....)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

**(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bridgeport, owner, or any person interested in the proposed Contract; and**

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

**Consolidated Plan 2013-2018 Request for Proposals**  
Due Date: September 19, 2012

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\_\_\_\_\_  
**(Title)**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Title)

My Commission Expires:

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM. #153-11 Referred For IMMEDIATE CONSIDERATION on 10/15/2012

October 10, 2012

Fleeta Hudson  
City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: Council Agenda for October 15, 2012

Dear City Clerk:

Please be advised that this Office needs to address the Council for action as appropriate with regard to settlement of pending litigation involving Igor I. Sikorsky Memorial Airport; Town of Stratford v. City of Bridgeport, No. 3:10-cv-394 (CHS) and Town of Stratford v. FAA, No. 11-5042 (2d Cir.). I have spoken with President McCarthy. Kindly place this matter, for IMMEDIATE CONSIDERATION and Executive Session, on the Council agenda for Monday, October 15, 2012.

Most appreciated,

  
Lisa R. Trachtenburg  
Associate City Attorney

cc. Mayor Bill Finch  
Thomas McCarthy  
Adam Wood  
Andrew Nunn  
Mark Anasati

RECEIVED  
OCT 10 PM 4:29  
CITY OF BRIDGEPORT



# 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:

## **\*13-11 CONSENT CALENDAR**

**Whereas**, the City of Bridgeport has many multi-family buildings; and

**Whereas**, the Ordinances that govern occupancy of such buildings is vested within the Housing and Commercial Code Enforcement Office; and

**Whereas**, there is an existing Certificate of Apartment Occupancy (C.A.O) Ordinance requiring some buildings be inspected before they are rented; and

**Whereas**, in the interest of health and safety for all the residents of the City of Bridgeport; Now, Therefore be it

**Resolved**, that the City of Bridgeport Municipal Code of Ordinances, Chapter 15.12 HOUSING CODE, Section 15.12.250 Rental Conditions - Certificate of Apartment Occupancy be amended to include ALL rental units within the City.

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 15.12 HOUSING CODE, Section 15.12.250 - Rental Conditions-Certificate of Apartment Occupancy is hereby amended as follows:

### **15.12.250 Rental Conditions-Certificate of Apartment Occupancy**

A. No owner or other person shall rent to another, or permit the occupation by another, of any vacant dwelling unit unless it and the premises are clean, sanitary and fit for human occupancy, and comply with all applicable legal requirements of the state of Connecticut and the city.

**B. Any dwelling unit, apartment, condominium, duplex, single or multiple family house residence, other than owner or records living residence, shall not be** ~~An apartment or dwelling unit in any structure containing three or more housing units shall not be~~ occupied for human habitation, after a vacancy, until a certificate of occupancy has been issued by the authorized representative, certifying that such apartment or dwelling unit conforms to the requirements of Section 16-11 et seq. of the housing and commercial code of the city and Title 47a, Chapter 833a of the Connecticut General Statutes. ~~No provision of this section shall apply to any structure occupied by the owner thereof and containing three or less housing units.~~ No provision of this section shall be construed to prohibit human occupancy of such apartment or dwelling unit during the pendency of an application for such certificate.



Report of Committee on Ordinances  
**\*13-11 CONSENT CALENDAR**

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C. A certificate of occupancy shall be valid for a minimum of six months, and following this six-month period until the apartment or dwelling unit is vacated.

D. Any person aggrieved by the refusal of a certificate of occupancy may appeal to the housing session at Bridgeport of the superior court for the judicial district of Fairfield. Such appeal shall be privileged.

E. The owner or lessor of such structure shall not recover, receive or collect rent or use occupancy payments for the occupancy of any apartment or dwelling unit for which a certificate of occupancy has not been obtained prior to the rental thereof in violation of subsection B of this section.

~~F. The provisions of this section shall not apply to any structure which has been constructed or substantially reconstructed within the ten year period immediately before the date such certificate of occupancy would otherwise be required under this section. The provisions of this section shall not apply to any apartment house owned by a housing authority organized under the provisions of Title 8, Chapter 128 of the Connecticut General Statutes, which has been constructed or altered pursuant to a contract with the federal government or the state providing for annual contributions or other financial assistance. Notwithstanding the aforesaid, this section is not intended to include, nor shall it be construed to apply to: (1) buildings containing dwelling units as defined and created under Title 47, Chapter 825 of the Connecticut General Statutes, wherein seventy five (75) percent of such units are in individual ownership other than by the declarant; nor (2) dwelling units in a single ownership and owned and leased under the cooperative form of ownership.~~

G. Housing code enforcement officer may set a reasonable schedule of fees which are to be paid prior to the issuance of the certificate of occupancy required by this section.

H. No person filing an application for a certificate of occupancy shall knowingly make any false statement as to the names, ages, relationship or number of persons who will occupy a dwelling unit. Any person who violates any of the aforesaid provisions shall be subject to the penalty provided for violations of the provisions of the housing and commercial code.

I. The certificate of apartment occupancy for any apartment or dwelling unit shall be immediately revoked upon the failure of the owner to comply with an order of abatement issued pursuant to Section 15.12.080 or 15.12.150(H) or (I) of this chapter or to be otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. No apartment or dwelling unit shall be issued a certificate of apartment occupancy if it is in violation of Sections 15.12.080 or 15.12.150(H) or (I), or is otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint.

**J. The provisions of this section shall apply to all structures regardless of date of construction or re-construction.** (Ordinance dated 4/1/91 (part); prior code § 16-35)



Report of Committee on Ordinances  
**\*13-11 CONSENT CALENDAR**

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Respectfully submitted,  
**THE COMMITTEE ON ORDINANCES**

---

Richard M. Paoletto, Jr.  
Co-Chair

---

Warren Blunt  
Co-Chair

---

Lydia N. Martinez

---

Robert P. Curwen, Sr.

---

Howard Austin, Sr.

---

Martin C. McCarthy

---

Richard Bonney

City Council Date: October 1, 2012

Tabled on October 1, 2012

Resubmitted on October 15, 2012

Tabled and Ref'd back to Committee on 10/15/2012



# 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:

## **\*140-11 CONSENT CALENDAR**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances is hereby amended to include the following new Chapter 2.123 – Bridgeport Food Policy Council.

### **NEW:**

## **Chapter 2.123 BRIDGEPORT FOOD POLICY COUNCIL**

### **Sections:**

**2.123.010 Created.**

**2.123.020 Purpose.**

**2.123.030 Membership.**

**2.123.040 Goals of Food Policy Council.**

**2.123.050 Powers and Duties of the Food Policy Council.**

**Sec. 2.123.010 - Created.**

There is hereby created a Bridgeport Food Policy Council.

**Sec. 2.123.020. - Purpose.**

(a) There shall be a council to improve the availability of food to persons in need within the city, and to advise city agencies who relate to this work.

(b) The purpose of the council shall be to integrate all agencies of the city in a common effort to improve the availability of safe and nutritious food at reasonable prices for all residents, particularly those in need. The goals to be accomplished by the policy are:

- (1) To ensure that healthy fresh food is available for all city residents;
- (2) To improve food distribution channels into and within the city of Bridgeport; and
- (3) To generate growth and employment in the food sector; and
- (4) To support regional farmers, strengthen regional linkages and increase urban food production; and
- (5) To seize opportunities to reduce and recapture waste in the food stream.



Report of Committee on Ordinances  
**\*140-11 CONSENT CALENDAR**

-2-

(c) The policy shall be implemented by the city as follows:

(1) *Transportation.* In planning, providing, coordinating and regulating transportation within the city, city agencies shall make the facilitation of transportation of food to distribution points and ready access to a reasonable food supply a principal part of any such action.

(2) *Direct service.* City agencies and employees providing food or the financial means of obtaining food shall plan, execute and evaluate such programs and actions in order to achieve maximum efficiency in providing food and to assure that such programs are reaching the residents in need of them.

(3) *Land use.* City agencies and employees in determining the use to be made of city parks, school yards, rights-of-way, surplus properties and redevelopment parcels shall give special consideration to the benefit of using such sites, at least in part, for food production, processing and distribution. The city, on a regional level, shall act to preserve farmland for truck farming which will serve as a nearby source of fresh fruit, vegetables, eggs and milk.

(4) *Lobbying and advocacy.* The city in its presentations before state and federal legislatures, state and regional agencies and anti-hunger organizations shall stress the need for programs and actions which will improve the opportunities of city residents to obtain adequate diets. Such programs and actions shall include maintenance of the state and regional agricultural infrastructure.

(5) *Referrals to social services.* City social service workers shall be especially diligent in referring persons in need of available sources of food best suited for their needs.

(6) *Education.* The city in providing a wide range of educational opportunities for children and adults shall emphasize the importance of a sound diet for the family and provide courses in the production, selection, purchase, preparation and preservation of food.

(7) *Business development.* The city in its work of developing new businesses and expanding existing businesses shall give priority to those food-related businesses improving access to affordable and nutritional food.

(8) *Operational and health inspections.* The city in its role of maintaining the quality and healthfulness of the food supply shall take into account that licensing and inspection can seriously burden small businesses, and a policy shall be followed providing a reasonable balance between protection of the food supply and the negative financial impact upon needed food-related small businesses.



Report of Committee on Ordinances  
**\*140-11 CONSENT CALENDAR**

-3-

(9) *Direct and indirect purchase of food.* The city government, in its role as a major food purchaser from local outlets, and administrator of food assistance programs, shall consider that its purchasing decisions can affect the viability of producers and vendors, and shall consider such impact in making purchasing decisions.

(10) *Support of private efforts.* The city in providing funding for private efforts to assist people in obtaining food and in communicating with organizations engaged in such private efforts shall encourage, promote and maximize such efforts.

(11) *Emergency food supplies.* The city in its emergency planning function shall provide for an adequate reserve supply of food to be available at reasonable prices if the city's and region's supply of food were to be interrupted and shall periodically reassess its ability to provide such special supply.

(12) *Monitoring and communicating data.* The city shall continuously collect data on the extent and nature of public food programs and hunger in the city and shall annually issue a report with findings and recommendations to the food policy council.

(13) *Administration.* The health director shall seek ways of improving the means of providing persons in need with wholesome food and diets and shall work with the food policy council to combat hunger in attaining its goals.

(14) *Intergovernmental cooperation.* All departments are encouraged to cooperate with the operation of the food policy council in the city in the performance of duties. The health department shall provide clerical support to the food policy council as needed.

**Sec. 2.123.030 - Membership.**

For the initial development of the food policy council there shall be 5 members to oversee its formation and serve as a nominating committee. This group will include (2) City Council members chosen by the City Council president, (1) designee from the ACHIEVE Coalition, and (1) member appointed by the Mayor. The director of health will serve on this committee as an ex-officio role voting only to break a tie. This group will oversee the formation, review of applicants, and initial meetings of the Food Policy Council.



Report of Committee on Ordinances  
**\*140-11 CONSENT CALENDAR**

-4-

The food policy council shall consist of fifteen (15) members who shall serve for three-year terms without compensation and be appointed by the mayor, with the approval of the council. Of the fifteen (15) members first appointed, five (5) shall be appointed for terms of one (1) year, five (5) for terms of two (2) years and five (5) for terms of three (3) years. Of the fifteen (15) members, one (1) shall be the health director or his/her designee, nine (9) of such members shall be persons actively engaged in programs for combating hunger and improving the production, processing and distribution of food to persons in need and shall include representatives from the food, industry, consumers, dietitians, the city administration and public and private nonprofit food providers, and five (5) of such members shall be persons chosen from the public at large. City employees and persons not residing in the city shall be eligible for membership in the food policy council. The health director and a person appointed by the Get Healthy CT Coalition shall annually designate two members to act as chairpersons. The food policy council shall meet at least once per month. A quorum shall consist of eight (8) members. The director of health, or their designees, shall be ex officio members of the food policy council with the right to vote. Members and officers shall serve until their successors are appointed.

**Sec. 2.123.040 - Goals of Food Policy Council.**

The goals of the food policy council shall be as follows:

- (1) To eliminate hunger as an obstacle to a happy, healthy and productive life in the city;
- (2) To ensure that a wide variety of safe and nutritious food is available for all city residents and visitors;
- (3) To ensure that access to food is not limited by economic status, location or other factors beyond a resident's control;
- (4) To ensure that the price of food throughout the city remains at a level approximating the level for greater Bridgeport.

**Sec. 2.123.050 - Powers and duties of the food policy council.**

The powers and duties of the food policy council shall be as follows:

- (1) Explore new means for the city government to improve food economy and the availability, accessibility and quality of food and to assist the city government in the coordination of its efforts;
- (2) Collect and monitor data pertaining to the nutrition status of city residents;



Report of Committee on Ordinances  
**\*140-11 CONSENT CALENDAR**

-5-

- (3) Seek and obtain community input on food economy and the availability, accessibility and quality of food to persons in need within the city;
- (4) Obtain updated statistical information and other data from city agencies relating to hunger in the city and programs in existence and being planned to reduce hunger and improve the obtaining of nutritious food by residents in need;
- (5) Observe and analyze the existing administration of city food distribution programs; and
- (6) Recommend to the city administration adoption of new programs and improvements to (or elimination of) existing programs as appropriate.
- (7) Submit an annual report on or before October 1 to the city council with copies to the mayor summarizing the progress made in achieving each of the goals set forth in section \*\*\* above.

Respectfully submitted,  
**THE COMMITTEE ON ORDINANCES**

---

Richard M. Paoletto, Jr.  
Co-Chair

---

Warren Blunt  
Co-Chair

---

Lydia N. Martinez

---

Robert P. Curwen, Sr.

---

Howard Austin, Sr.

---

Martin C. McCarthy

---

Richard Bonney

City Council Date: October 1, 2012

Tabled on October 1, 2012

Resubmitted on October 15, 2012

Tabled and Ref'd back to Committee on 10/15/2012

**\*116-11 (Ref. #52-11) Consent Calendar**

Request to donate one (1) remaining surplus fire engine to the Dominican Republic.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: October 15, 2012**

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

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

*Fleeta L. Hudson*  
City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
**Mayor**



# City of Bridgeport, Connecticut

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

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

## **\*116-11 (Ref. #52-11) CONSENT CALENDAR**

**Resolved,** That the attached request from the Bridgeport Fire Department to donate one (1) remaining surplus fire engine to the Dominican Republic be, and hereby is APPROVED.

**Respectfully submitted,  
THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

Michelle A. Lyons  
Michelle A. Lyons, Co-Chair

\_\_\_\_\_  
Vacant

Denese Taylor-Moye  
Denese Taylor-Moye

Angel M. dePara, Jr.  
Angel M. dePara, Jr.

\_\_\_\_\_  
Andre F. Baker, Jr.

John W. Olson  
John W. Olson

Richard M. Paoletto, Jr.  
Richard M. Paoletto, Jr.

City Council Date: October 15, 2012

**\*121-11 Consent Calendar**

Grant Submission: re Federal Emergency Management Agency (FEMA) Staffing For Adequate Fire and Emergency Response (SAFER) Grant Program.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: October 15, 2012**

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

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

*Fleeta C. Hudson*  
City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
**Mayor**



# City of Bridgeport, Connecticut

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

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

## **\*121-11 CONSENT CALENDAR**

**WHEREAS**, the Federal Emergency Management Agency 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 Staffing for Adequate Fire and Emergency Response; and

**WHEREAS**, funds under this grant will be used to hire 18 entry-level, full-time Bridgeport firefighters; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Bridgeport Fire Department, submit an application to the Federal Emergency Management Agency in the amount of \$2,789,894 for the purpose of hiring 18 entry-level, full-time firefighters, and

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

1. That it is cognizant of the City's grant application to and contract with the Federal Emergency Management Agency for the purpose of hiring 18 firefighters; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Federal Emergency Management Agency for a Staffing for Adequate Fire and Emergency Response Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on Public Safety and Transportation  
**\*121-11 Consent Calendar**

-2-

**Respectfully submitted,  
THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

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

\_\_\_\_\_  
Vacant

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

*Angel M. DePara, Jr.*  
\_\_\_\_\_  
Angel M. DePara, Jr.

\_\_\_\_\_  
Andre F. Baker, Jr.

*John W. Olson*  
\_\_\_\_\_  
John W. Olson

*Richard M. Paoletto, Jr.*  
\_\_\_\_\_  
Richard M. Paoletto, Jr.

City Council Date: October 15, 2012

**\*135-11 Consent Calendar**

Grant Submission: U.S. Department of Justice FY  
2012 Edward Byrne Memorial Justice Assistance  
Grant (JAG) Program.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: October 15, 2012**

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

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

*Fleeta C. Hudson*

City Clerk

Approved \_\_\_\_\_

**Mayor**



# City of Bridgeport, Connecticut

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

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

## **\*135-11 CONSENT CALENDAR**

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

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

**WHEREAS**, the financial assistance under this grant will be used to purchase a Bullet Trap/Backstop and Ventilation System for a Modular Shoot House and Line of Fire Shooting Range for the Bridgeport Police Department; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the United States Department of Justice in an amount not to exceed \$194,298 for the purpose of providing the Police Department with a training facility and related equipment for target shooting; and

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

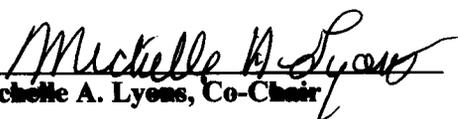
1. That it is cognizant of the City's grant application and contract to the United States Department of Justice to provide financial assistance and help the Bridgeport Police Department conduct necessary training exercises for its officers.
2. That it hereby authorizes, directs and empowers the Mayor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



Report of Committee on Public Safety and Transportation  
**\*135-11 Consent Calendar**

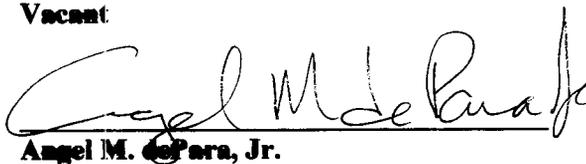
-2-

**Respectfully submitted,  
THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

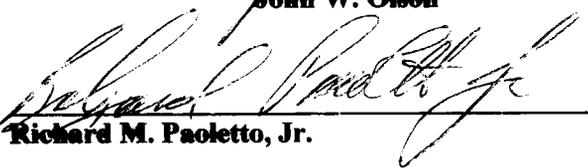
Vacant

  
Denese Taylor-Moye

  
Angel M. dePara, Jr.

Andre F. Baker, Jr.

  
John W. Olson

  
Richard M. Paoletto, Jr.

City Council Date: October 15, 2012

**\*136-11 Consent Calendar**

Grant Submission: State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Capitol Avenue Bridge over the Rooster River Overflow.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: October 15, 2012**

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

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

*Fleeta C. Hudson*  
City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
**Mayor**



# City of Bridgeport, Connecticut

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

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

## **\*136-11 CONSENT CALENDAR**

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

**WHEREAS**, this financial assistance has been made possible through the Local Bridge Program; and

**WHEREAS**, the financial assistance under this grant will be used for the rehabilitation or replacement of the Capitol Avenue Bridge over the Rooster River Overflow; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the Connecticut Department of Transportation for a total of \$1,145,000.00, \$376,025.19 of which will be funded through this grant; and

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

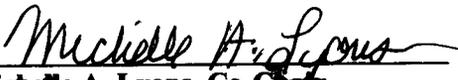
1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Transportation to provide financial assistance and help the City of Bridgeport replace the deficient Capitol Avenue structure over the Rooster River Overflow.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Transportation Local Bridge Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on Public Safety and Transportation  
**\*136-11 Consent Calendar**

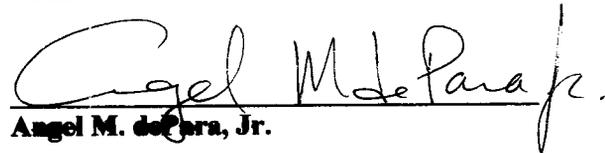
-2-

**Respectfully submitted,  
THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

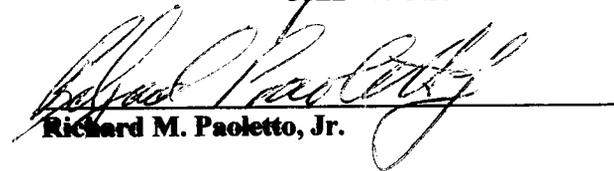
\_\_\_\_\_  
Vacant

  
Denese Taylor-Moye

  
Angel M. dePara, Jr.

\_\_\_\_\_  
Andre F. Baker, Jr.

  
John W. Olson

  
Richard M. Paoletto, Jr.

City Council Date: October 15, 2012

**\*137-11 Consent Calendar**

Grant Submission: State of Connecticut Department of Transportation FY 2013 Local Bridge Program for the Arctic Street Bridge over Pembroke Lakes.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: October 15, 2012**

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

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

*Fleeta C. Hudson*

City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor



# City of Bridgeport, Connecticut

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

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

## **\*137-11 CONSENT CALENDAR**

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

**WHEREAS**, this financial assistance has been made possible through the Local Bridge Program; and

**WHEREAS**, the financial assistance under this grant will be used for the rehabilitation or replacement of the Arctic Street Bridge over Pembroke Lakes; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Central Grants Office, submit an application to the Connecticut Department of Transportation for a total of \$1,905,000.00, \$625,613.97 of which will be funded through this grant; and

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

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Transportation to provide financial assistance and help the City of Bridgeport replace the deficient Arctic Street structure over Pembroke Lakes.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Transportation Local Bridge Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Real Property Purchase Agreement with 125 Access  
Road, LLC.

**Report**  
**of**  
**Committee**  
**on**  
**Contracts**

**Submitted: September 17, 2012**  
Tabled on September 17, 2012  
Resubmitted: October 15, 2012

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

Attest: *Fleeta G. Hudson*  
City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
**Mayor**



# City of Bridgeport, Connecticut

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

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

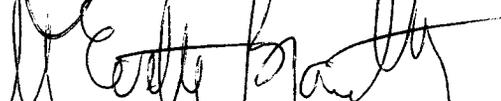
127-11

**RESOLVED**, That the attached Real Property Purchase Agreement with 125 Access Road LLC, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

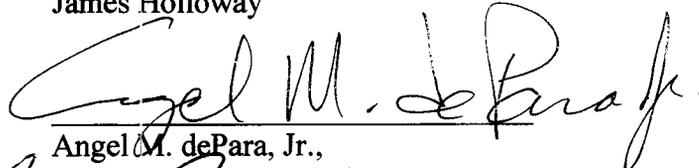
  
\_\_\_\_\_  
Carlos Silva, Co-chair

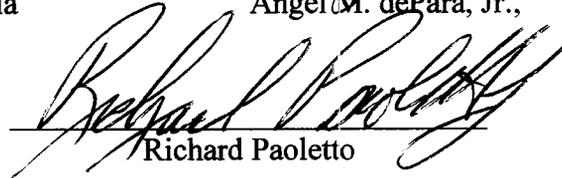
  
\_\_\_\_\_  
Susan T. Brannelly, Co-chair

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

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

  
\_\_\_\_\_  
Amy Marie Vizzo-Raniccia  
*contracts*

  
\_\_\_\_\_  
Angel M. dePara, Jr.,

  
\_\_\_\_\_  
Richard Paoletto

City Council Date: September 17, 2012  
Tabled on September 17, 2012  
ReSubmitted: **October 15, 2012**

REAL PROPERTY PURCHASE AGREEMENT

BETWEEN

CITY OF BRIDGEPORT, CONNECTICUT, as Seller

AND

125 ACCESS ROAD, LLC, as Purchaser

DATED: July 24, 2012

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## INDEX TO EXHIBITS

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DEFINED TERMS

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## REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (the "Agreement") is hereby made and entered into as of July \_\_\_\_\_, 2012 (the "Effective Date") by and between the CITY OF BRIDGEPORT, CONNECTICUT, a Connecticut municipal corporation (the "Seller"), and 125 ACCESS ROAD, LLC, a Connecticut limited liability company (the "Purchaser").

### WITNESSETH THAT:

WHEREAS, Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth,

(a) that certain tract or parcel of located at 125 Access Road in Stratford, Connecticut, more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights, privileges, and appurtenances pertaining thereto including, without limitation, all of Seller's right, title, and interest in and to all rights-of-way, open or proposed streets, highways, easements, strips or gores of land adjacent thereto (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

(b) all of Seller's right, title and interest, reversionary or otherwise, in and to the buildings, structures, fixtures, and any other improvements on the Land (the property described in this clause (b) being herein referred to collectively as the "Improvements");

(c) all of Seller's right, title, and interest in and to all tangible personal property upon the Land or within the Improvements, if any, including specifically, without limitation, those items described on Exhibit B, and any other items of personal property used exclusively in connection with the operation of the Land and the Improvements (the property described in clause this (c) being herein referred to collectively as the "Personal Property");

(d) all of Seller's right, title, and interest in and to that certain ground lease between Seller, as landlord, and Invest II, as tenant dated November 29, 1984 (the "Ground Lease").

The Land, Personal Property, Improvements and Ground Lease are hereinafter collectively referred to as the "Property".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price.** Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller and pay to Seller the sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00) (the "Purchase Price"), by the delivery of immediately available and collectible funds (as hereinafter defined) and subject to adjustments, prorations and credits as provided herein. In addition, Purchaser shall make the \$50,000.00 Charitable Contribution as set forth in Section 19 below.

A. Earnest Money.

(a) Upon execution and delivery of this Agreement, Purchaser shall pay to the City of Bridgeport, in good funds, payable either by certified bank or cashier's check ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) as a non-refundable deposit (the "Non-Refundable Deposit as more particularly explained in Section 1(a)(f) below). Additionally, Purchaser shall deposit with Fidelity National Title Insurance Corporation (the "Escrow Agent"), the sum of SEVEN HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$765,000.00) in good funds, payable either by certified bank or cashier's check or by federal wire transfer to the Escrow Agent (the "Earnest Money"). The Escrow Agent shall hold the Earnest Money in an interest bearing account at People's United Bank or at such other bank having offices within the State of Connecticut as Escrow Agent may select. Purchaser's Federal Tax Payer Identification Number (which is \_\_\_\_\_) shall be assigned to the account for purposes of reporting the accrual of interest.

(b) The Earnest Money shall be held in escrow to be applied (together with the Non-Refundable Deposit) for Purchaser's benefit against the Purchase Price and Charitable Contribution at Closing or as otherwise provided for by this Agreement. All interest which has accrued on the Earnest Money shall become a portion of the Earnest Money to be held, disbursed, credited or applied as herein provided. Escrow Agent shall make disbursements of the Earnest Money in accordance with this Agreement and the Escrow Agreement or otherwise in reliance upon written directions of Purchaser and Seller. In the event that a dispute arises with respect to the distribution of any funds held, Escrow Agent may apply to a court of competent jurisdiction for an order determining the party or parties to whom such deposit shall be paid. All costs of such proceedings, together with all reasonable attorneys' fees and costs incurred by Escrow Agent and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceeding.

(c) In performing its duties as Escrow Agent holding the Earnest Money as provided in this Agreement, Escrow Agent shall not be held any liable to either party for any damages, losses or expenses, except for willful default, gross negligence or breach of trust, and it shall accordingly not incur any such liability with respect (a) to any action taken or omitted in good faith upon advice of its counsel, or (b) to any action taken or omitted in reliance upon any instrument, including written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all Earnest Money held under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof.

(d) If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money (exclusive of interest thereon, which interest shall be credited to the Purchase Price, as set forth in subsection (b) above) to, or upon the instruction of, Seller on the date of the Closing. If the Agreement terminates for any reason other than the default of Purchaser or as otherwise provided for herein, the Earnest Money and the Non-Refundable Deposit shall be payable to Purchaser upon demand (inclusive of interest thereon) and this contract shall terminate therewith. Otherwise, the Earnest Money and the Non-Refundable Deposit shall be disbursed in accordance with the provisions of this Agreement or on joint instructions of Seller and Purchaser. Upon receipt of any written certification from a party hereto claiming the Earnest Money pursuant to the operative provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

(e) If required by Escrow Agent, the parties shall each execute and deliver an escrow agreement separate from the within Agreement in form and content customarily utilized by Escrow Agent, which is a national title insurance company, when acting as escrow agent for commercial real estate transactions of similar monetary size and nature as the within transaction. Any customary fees and costs associated with Escrow Agent's services shall be born by Purchaser, any extraordinary shared equally by Seller and Purchaser, and shall be paid within ten (10) business days of receipt of an invoice from Escrow Agent or at the time of Closing, whichever first occurs.

(f) Notwithstanding anything to the contrary herein contained, in the event that closing of title fails to occur solely due to the denial of approval by the FAA as to the sale of the Property by the Seller to the Purchaser, and provided all other conditions of this Agreement have been satisfied or waived in writing by Purchaser (including but not limited to the conditions set forth in Section 18(a) and 18(b) below), the sum of \$135,000.00 which was paid by Purchaser directly to Seller as provided for in Section 1(A) above (the "Non-Refundable Deposit") shall be retained by Seller and shall be forfeited by Purchaser, with the full balance of the Earnest Money deposit, i.e. \$765,000.00, being paid over and returned to Purchaser together with any accrued interest thereon. In such latter event, the parties agree that \$50,000.00 of the Non-Refundable Deposit shall be treated as a Charitable Contribution as more particularly explained and set forth in Section 19 below.

2. **Closing Costs.** Unless the within transaction is determined to be exempt under Connecticut General Statutes, Seller shall be responsible for all Connecticut state and local realty transfer and conveyance taxes and tax collection fees, and all recording fees in connection with the satisfaction of record of all existing loans of Seller (if any), and related documents or other title clearance documents, all documentary stamps on deeds or conveyances that shall be payable in connection with this transaction, all costs and expenses in connection with the satisfaction of any and all mortgages, deeds of trust and other liens of Seller, if any, encumbering the Property, and the payment of its own attorney's fees. Purchaser shall be responsible for all recording fees

on the Deed (as hereinafter defined) and the payment of its own attorney's fees. Any closing costs not otherwise provided for herein shall be paid by the party legally responsible therefor and, if no law applies, according to prevailing custom for commercial transactions in the State of Connecticut.

3. **Prorations.** To the extent not paid or payable by Invest II as tenant under the Ground Lease, if applicable, real property ad valorem taxes, municipal, governmental and quasi-governmental assessments, sewer assessments and sewer use charges, and fuel oil (if any), for which taxes and other pass-through shall be prorated and adjusted), shall (be prorated and apportioned over the fiscal period for which levied between Purchaser and Seller as of the date of Closing. All rental paid or payable by Invest II shall likewise be prorated through Closing. All adjustments and prorations shall be made in accordance with local closing customs of the Bridgeport, Connecticut Bar Association. Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within thirty (30) days following the closing. The provisions of this Section shall survive the Closing and the delivery of the Deed.

4. **Closing.**

(a) Subject to the terms and conditions hereof, the closing of title on the sale and purchase contemplated by this Agreement ("Closing") shall take place within thirty (30) days following receipt of all Approvals (as that term is defined in Section 18 below) and the earlier of (i) the expiration of all appeal periods for Approvals if no appeals are filed, or (ii) dismissal or withdrawal with prejudice of all appeals if any are filed, without further right of appeal, or (3) on such earlier date as may be mutually agreeable to Seller and Purchaser (said date upon which the Closing is to occur being, for purposes hereof, the "Closing Date"). Notwithstanding the foregoing, Seller and Purchaser shall each have the right on notice to the other at or before Closing to adjourn the Closing Date for up to seven (7) days due to any factor beyond the adjourning party's reasonable control (said extended date upon which the Closing is so to occur being, for purposes hereof, the "Outside Closing Date"). Closing no later than the Outside Closing Date being of the essence to this Agreement.

(b) Closing shall be held at reasonable time designated by Purchaser to Seller in the offices of Seller's counsel or, if applicable, Purchaser's mortgagee or mortgagee's counsel in Fairfield County, or at such other place as may be reasonably designated by Seller in or about Bridgeport, Connecticut, or by overnight courier if acceptable to Purchaser's mortgagee. If the Closing Date or Outside Closing Date, as applicable and as determined in accordance with this Agreement, would occur on a weekend or holiday, the Closing Date shall instead occur on the next business day thereafter. Possession of the Property, subject to the Ground Lease and any subtenant or subtenants thereunder, shall be delivered to Purchaser on the Closing Date or Outside Closing Date, as applicable.

5. **Inspections Prior to Closing.** NONE. Purchaser has inspected the Property prior to the execution and delivery of this Agreement. Purchaser, however, shall have thirty (30) days from the date hereon to report any title concerns to Seller pursuant to Paragraph 7 of this Agreement.

6. **Conditions Precedent.**

(a) Closing of title hereunder, is expressly conditioned upon Seller obtaining the Approvals set forth in Paragraph 18 below.

(b) In addition, Purchaser's obligation to close shall at all times be conditioned upon the following (unless Purchaser waives such conditions): (i) Seller delivering fee simple title to the Property (and all improvements thereon) all in accordance with and subject to the conditions, limitations and provisions herein set forth; (ii) an assignment of the Invest II Ground Lease in form and content satisfactory to Purchaser; and (iii) the truth and accuracy, in all material respects, of Seller's warranties and representations hereunder. Should Seller fail to satisfy and Purchaser fail to waive any one or more of the contingencies set forth in clauses (i), (ii) and (ii) of this Subsection 6(b) on or before Closing, then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon any and all Earnest Money (and interest accrued thereon) shall be immediately returned to Purchaser.

7. **Conveyance of Title.**

(a) Seller shall convey fee simple title to the Property to Purchaser pursuant to a recordable warranty deed in Connecticut statutory form (the "Deed"). In addition to the Deed and any other documents described in this Agreement, the following documents shall be delivered by Seller at or prior to the Closing, to the extent applicable to this transaction: (i) an affidavit regarding liens and possession in customary form as necessary to permit Purchaser to obtain title insurance without exception for liens or encumbrances, the rights of parties in possession or any other so-called "standard exceptions" (ii) such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all title exceptions; (iii) State of Connecticut Department of Revenue conveyance tax forms properly executed by Seller; (iv) a Certification of Non-Foreign Status of Transferor to comply with the provisions of Section 1445 of the Internal Revenue Code; (v) All books and records, or copies thereof, concerning the Property; (vi) an assignment of all of Seller's right, title and interest in the Personal Property and the Ground Lease, free and clear of all liens, encumbrances and claims, together with original executed copies (or certified copies if an original copy is not in Seller's possession or control) of the Ground Lease along with any required written approval of the assignment by other party thereto or any third party; (vii) an affidavit of Seller dated as of the Closing stating that all representations and warranties of Seller contained herein are true and complete as of the Closing; and (viii) such other closing documents or instruments required by this Contract to be provided by Seller or as may be customary, as may be reasonably requested by Purchaser in order to consummate the transactions contemplated by the Agreement.

(b) Seller shall convey to Purchaser good, marketable, insurable fee simple title to the Property by the Deed, free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions (as defined in Section 7(c) hereof). The legal description to be incorporated into the aforesaid Deed shall be prepared pursuant to the Survey (as hereinafter defined), provided such Survey is prepared by a duly licensed Connecticut Land Surveyor and is certified to Seller at Purchaser's expense.

(c) With Seller's cooperation (and to the extent necessary), Purchaser at its sole cost and expense shall promptly following the date hereof order and obtain a title insurance commitment for the Property ("Title Report"). Further, with Seller's cooperation (and to the extent necessary), Purchaser at its sole cost and expense has the right to obtain an ALTA survey ("Survey") for the Property. Seller covenants and agrees with Purchaser that Purchaser shall have thirty (30) days from the date hereon to examine the Title Report and the Survey of the Property or otherwise to examine title to the Property and that Purchaser may notify Seller of any objectionable matter or defect which affects the marketability or insurability of the title to the Property. Delivery of a copy of the Title Report or Survey to Seller or Seller's attorney shall be deemed notice of objection by Purchaser to any objectionable matter or defect contained therein. In the event Seller is notified of any such objectionable matters, Seller agrees promptly to employ its good faith best efforts to procure a cure for same within thirty (30) days (with the exception of (i) any notice(s) of lease(s) other than the Ground Lease and subtenant's under said Ground Lease and/or (ii) the payoff of any mortgages owed by Seller, for which release of notices of leases and payoff(s) of mortgages shall occur at the time of closing). In the event, however, Seller is unable through the exercise of its good faith best efforts (which shall include the payment of money with respect to any existing mortgages owed by Seller, deeds of trust, liens or other matters caused by the Seller that can be removed by the payment of money) to cure prior to closing any material, objectionable matter which renders title unmarketable, then at Purchaser's option, Purchaser may either (i) take title to the Property despite the existence of such matter, subject to an agreed reduction of the Purchase Price sufficient to take into account the diminution of value of the Property resulting from such objectionable matter, (ii) cure such title defect and receive a credit against the Purchase Price for the costs thereof, or (iii) terminate this Agreement, in which event any Earnest Money and Non-Refundable Deposit paid shall be returned to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement, and this Agreement shall then become null and void and of no further force or effect (except for matters which by the express terms hereof survive termination and except that nothing shall limit Purchaser's remedies in case of any default by Seller hereunder). For purposes of this Agreement, the determination of marketability of title to the Property shall be in accordance with the Standards of Title of the Connecticut Bar Association now in force and effect. Any title exceptions to the Property as disclosed in Exhibit F annexed hereto, or revealed by the Title Report or Survey to which Purchaser does not object, or to which Purchaser waives its objection, are referred to herein as "Permitted Title Exceptions". In the event that any title exceptions or survey matters are timely disclosed (whether by updates of the Title Report or Survey or otherwise) that affect the marketability or

insurability of the title to the Property or which adversely affect the intended use or development of the Property by Purchaser, Purchaser may after the discovery thereof notify Seller of same, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure, then Purchaser may elect any of the options set forth in subclauses (i), (ii) and (iii) above. Notwithstanding anything herein contained to the contrary, any deeds of trust, mortgages owed by Seller, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances incurred by Seller, shall be automatically deemed matters to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto to Seller, and Purchaser under no circumstances shall be deemed to have waived any such matters, nor shall same be considered "Permitted Title Exceptions" hereunder, unless such waiver shall be an express waiver in writing executed by Purchaser, and Seller shall, at or before Closing, cause all of such deeds of trusts, mortgages, liens and encumbrances to be satisfied or discharged of record or, provided that Purchaser's title company will insure Purchaser's title free and clear of any such matters without additional premium, shall provide written proof and indemnification in customary form to secure that arrangements have been made to do so promptly post-closing. Notwithstanding any other provision of this Agreement, in the event Seller is presented with an objection to title hereunder (other than any mortgages or notice(s) of lease(s) which may appear of record), the Closing Date and all dates described in Sections 18 and 19 hereinbelow shall be extended on a day-for-day basis for each day during which Seller is attempting to cure such objection(s). Notwithstanding the foregoing, in no event shall Seller be entitled to extend the Closing Date beyond sixty (60) days. In the event that Closing is extended beyond sixty (60) days, Purchaser, as tenant under the Ground Lease, shall be entitled to an abatement in the payment of all rental under the Ground Lease until Seller cures said title objections and Closing of title occurs.

8. **Condemnation; Casualty.**

(a) In the event, at any time between the making of this Agreement and Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose or if notice of any such condemnation to occur after the date of such notice is sent by any governmental authority, then Purchaser may elect (i) to terminate this Agreement, in which event this Agreement shall be null and void and without further force or effect, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except for matters which by the express terms hereof survive termination) and except that all Earnest Money and Non-Refundable Deposit made by Purchaser under this Agreement and the interest thereon shall be immediately paid to Purchaser, or (ii) to close and, to collect at Closing (or at Closing receive a credit against the Purchase Price for) all proceeds from any condemnation relating the Property subject hereto and have the terms of this Agreement remain in full force and effect and binding on the parties hereto.

(b) All risk of loss or damage to the Land shall be the Seller's throughout the period between the date of this Agreement and the Closing Date. In the event of casualty loss or damage to the Property (other than the Improvements) which shall not have been

repaired to same quality as existing prior to the destruction within thirty (30) days after the date set herein for closing, the Purchaser shall have the following options only: (i) to rescind this Agreement by written notice received by Seller's attorney within ten (10) days of Seller's written notice of its inability to repair, in which event the Seller shall repay the Non-Refundable Deposit and shall instruct Escrow Agent to repay the Earnest Money and accrued interest to the Purchaser, and upon Purchaser's receipt of such payments all rights and liabilities of the parties hereto shall be terminated); or (ii) to accept title to the Property without reduction of the total purchase price, and receive the benefit of any insurance proceeds paid or payable to Seller in connection with said loss or damage, less any amounts which Seller has paid or become obligated to pay for said repairs, plus a credit to the purchase price in favor of Purchaser equal to the aggregate of Seller's deductible(s).

9. **Agreement Assignable by Purchaser.** This Agreement may not be assigned without the prior written consent of Seller, which may be withheld in its sole discretion.

10. **Seller's and Purchaser's Representations, Warranties and Covenants.**

(a) At time of Closing, Seller shall represent, warrant and covenant to Purchaser that, to the best of Seller's knowledge and belief:

(i) Seller is a municipal corporation organized and existing under the laws of the State of Connecticut. Seller (x) has complete and full authority to execute this Agreement and to convey to Purchaser good and marketable fee simple title to the Property, in accordance with Section 7 of this Agreement, which is free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Title Exceptions, (y) will execute and deliver such other documents, instruments, and agreements, including (but not limited to) affidavits and certificates, as are reasonably necessary to effectuate the transaction contemplated herein, and (z) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein.

(ii) To the best of Seller's knowledge, all assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(iii) Seller has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof. The Property is vacant and free of any right of possession or claim of right of possession of any party other than the tenants listed on Exhibit C annexed hereto. There are no leases or occupancy agreements, or amendments thereto, currently affecting any portion of the Property other than the leases listed on

Exhibit C annexed hereto. Seller additionally hereby represents and warrants that no rights-of-first refusal, purchase options or similar agreements exist in connection with the Property. Unless otherwise agreed to by Purchaser in writing, and with the exception of the tenants listed on Exhibit C, at the Closing, possession of the Property shall be delivered free and clear of any fixtures, furnishings, equipment, and rights of tenants or others in possession.

(iv) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller, of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which creates a lien or which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(v) Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, as regards to the Property, nor has any such organization, person, individual or governmental agency communicated to Seller anything which Seller believes to be a threat of any such action, litigation or proceeding to affect the Property.

(vi) Seller has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon, which notices have not previously been forwarded by Seller to Purchaser.

(vii) Seller is not a "foreign person", "foreign corporation", "foreign trust" or "foreign estate" as those terms are defined in the I.R.C., Section 1445, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, Section 1445 thereof) or any comparable laws of the State of Connecticut.

(viii) Seller is not aware of any pending or threatened rezoning of all or any portion of the Property or any land use applications concerning any real property located in the vicinity of the Property that could materially and adversely affect the value or contemplated use of the Property.

(ix) the materials delivered or to be delivered by Seller to Purchaser pursuant to this Agreement constitute and shall constitute all of such materials in

Seller's possession or control and are and shall be complete and accurate copies of such materials;

In addition to all other rights and remedies of Purchaser set forth herein, Seller shall defend, indemnify and hold Purchaser, and Purchaser's designee, and its employees, officers, shareholders, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees) resulting from a material breach by Seller of any of the representations, warranties and covenants contained in this Agreement. This Section shall survive Closing.

(b) Purchaser represents, warrants and covenants to Seller that, to the best of Purchaser's knowledge and belief:

(i) Purchaser is a Connecticut limited liability company duly organized and existing under the laws of the State of Connecticut which is qualified, to do business in the State of Connecticut. Purchaser is authorized to purchase and own the Property as contemplated hereby. Further, Purchaser (x) has complete and full authority to execute this Agreement and to purchase the Property in accordance with the terms of this Agreement (y) will execute and deliver such other documents, instruments, and agreements as are necessary to effectuate the transaction contemplated herein, including (but not limited to) affidavits and certificates, and (z) will take all such additional action necessary to effect and facilitate the consummation of the sale and purchase transaction contemplated herein;

(ii) Purchaser has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof;

(iii) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any agreement to which Purchaser is a party or any applicable law, order, rule or regulation of any governmental authority.

(c) The representations and warranties of this Section 10 are expected to be made as of the Closing Date. Such representations shall survive the Closing and delivery of the Deed.

Purchaser shall have the right to terminate this Agreement on notice to Seller together with thirty (30) days opportunity to cure if any of Seller's representations or warranties are not true in all material respects as of the Closing (whether due to any change in facts and circumstances after the date hereof or otherwise), whereupon the Non-Refundable Deposit and Earnest Money shall be paid to Purchaser and neither party shall have any further obligations hereunder except as expressly set forth in this Agreement. If

any such representations or warranties are not true as of the Closing but can be made true by the payment of money or, if and to the extent within Seller's reasonable control, by the taking of any other action, Seller shall pay such money or take such action.

11. **Notices.** Any notice by either party hereto shall be in writing and shall be sent by personal delivery, by receipted express courier service (unless the recipient is not present to sign such receipt), sender paid, or by United States Certified Mail, Return Receipt Requested, postage prepaid addressed to the party being notified at the address set forth below or at any other address which a party may from time to time hereafter designate to the other in writing:

If to Seller:                   CITY OF BRIDGEPORT, CONNECTICUT  
Office of the City Attorney  
999 Broad Street, Suite 2  
Bridgeport, CT 06604-4328  
Attention: Lisa F. Trachtenburg, Esquire

Facsimile: (203) 576-8252  
Email: [lisa.trachtenburg@bridgeportct.gov](mailto:lisa.trachtenburg@bridgeportct.gov)

With a copy to:               Airport Manager  
Sikorsky Airport  
1000 Great Meadows Road  
Stratford, CT 06615

If to Purchaser:             125 ACCESS ROAD, LLC  
P.O. Box 320128  
Fairfield, Connecticut 06825  
Attention: Mr. Donald Sherman

With a copy to:               Quatrella & Rizio, LLC  
One Post Road  
Fairfield, Connecticut 06824  
Attention: David L. Quatrella, Esq.

Facsimile: 203-255-6618  
Email: [dquatrella@qrlaw.com](mailto:dquatrella@qrlaw.com)

Notice shall be deemed to be given as of the date postmarked on the letter when mailed, the date of deposit with the receipted express courier service or on the date of confirmed transmission of the facsimile or email or the personal delivery, as the case may be. The period in which a response to a notice must be given or taken, however, shall run from the date of receipt. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given or other factor beyond the reasonable control of the sending party shall be deemed receipt.

12. **Brokers.** Purchaser and Seller represent and warrant to each other that they have dealt with no broker or similar individual or entity in connection with this Property. Seller and

Purchaser each indemnify and hold harmless the other against and from any and all liabilities and expenses, including attorneys' fees, incurred in connection with all judicially proven claims for commissions or other compensation that may be made by anyone claiming through the indemnifying party in connection with the Agreement or the Property. Purchaser expressly agrees to pay its own broker, if any, a separate commission which Purchaser may owe to any such broker pursuant to any written buyer-broker agreement which Purchaser may have entered into with any such buyer-broker. The provisions of this Section 12 shall survive Closing and the delivery of the Deed or any sooner termination of the Agreement.

13. **Default.**

(a) In the event the purchase and sale contemplated by this Agreement is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, other than Purchaser's default hereunder, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Seller or reason provided herein for Purchaser's not consummating this transaction, all Earnest Money (and any interest accrued) and the Non-Refundable Deposit shall be returned to Purchaser, without prejudice to any other legal or equitable right or remedy of Purchaser against Seller including, but not limited to, specific performance.

(b) In the event the purchase and sale contemplated by this Agreement is not consummated because of Purchaser's default in its obligation to purchase the Property in accordance with the terms and conditions of this Agreement, other than Seller's default hereunder, then the Earnest Money and the Non-Refundable Deposit paid hereunder shall be the property of Seller as full, complete and final liquidated damages. Seller and Purchaser hereby agree that it would be difficult, if not impossible, to ascertain the damages accruing to Seller as a result of a default by Purchaser under this Agreement and agree that such liquidated damages are a reasonable estimate thereof. The payment of said liquidated damages, therefore, shall constitute Seller's sole remedy against Purchaser and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy which Seller may have against Purchaser as a result of Purchaser's default.

(c) In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party or parties reasonable attorneys' fees and expenses to be determined by the court in which the action is brought.

(d) In the event of a default by Seller under this Agreement, Purchaser may exercise any rights or remedies which may be available at law or in equity, including, without limitation, specific performance. In all instances, notwithstanding anything to the contrary set forth in this Agreement, termination of this Agreement under any provision shall not relieve Seller from any liabilities arising due to its default or misrepresentation.

14. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or

Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. This Agreement may be executed in several counterparts, and by exchange of original and/or facsimile or email copies of signatures, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their heirs, successors, legal representatives and assigns, subject to the provisions of Section 9 above. The submission of this Agreement by Seller to Buyer for review and execution shall not be deemed or construed as an offer to sell the Property, and this Agreement shall not be binding upon the parties unless and until executed and delivered by both parties hereto. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought. All representations, warranties and covenants set forth herein shall not survive Closing except to the extent expressly provided for herein.

15. **No Recording.** Upon execution hereof, Seller and Purchaser have executed a Notice of Contract, which Purchaser may record at Purchaser's expense. Seller shall execute such modifications of such Notice or other documents that may be reasonably required in order to record such Notice. If this Agreement shall have been recorded or filed by either party, the Purchaser shall at Purchaser's expense, deliver to the Seller a Quit Claim Deed and/or other instrument or document of release as Seller may deem necessary, releasing any and all interest under this Agreement. If Purchaser has not delivered a Quit Claim Deed or other release as aforementioned, within ten (10) days after written notice of request therefor is received by Purchaser, Seller's recorded affidavit to the effect that this Agreement has been terminated under this provision shall constitute a release of any and all interest under this Agreement and shall operate as such release. If the Purchaser shall fail to deliver the required Deed to the Seller within thirty (30) days after the date set for closing, the Seller shall have the further right to commence an action to procure an adjudication of the termination of the Purchaser's rights, in which case the Purchaser shall pay all costs of the action, including reasonable attorneys' fees. Purchaser has signed and delivered to Escrow Agent upon execution hereof a termination of the Notice of Contract, which termination instrument may be released to Seller on at least ten days' prior notice to Purchaser in the event of termination of this Agreement for any reason other than Seller's default.

16. **Like-Kind Exchange.** Seller acknowledges that Purchaser may desire to purchase the Property in a like-kind exchange and Seller agrees to cooperate and participate, at Purchaser's request, in transfer of the Property in such a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), so long as (a) such transaction is at no additional cost to Seller, and (b) Purchaser shall protect, defend, indemnify and hold Seller fully harmless from all loss, cost, expense, obligation, liability, and/or damages that Seller might ever experience or suffer (including costs of attorneys and other legal representation) in whole or in part related to or in connection with Seller's participation in such an exchange. It is

the intent of the parties that Seller incur no income tax or other liability as a result of cooperating with Purchaser or any persons comprising Purchaser in consummating a like-kind exchange, and that Seller shall have no responsibility or liability for the tax consequences to Purchaser or any such person of such efforts to effect a like-kind exchange, Seller making and being required to make no representations or warranties concerning the effectiveness of same.

17. **Date of Agreement.** In the event this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. The "Effective Date" of this Agreement shall be the date upon which it is accepted by the party to whom the offer is made.

18. **Governmental Approvals.**

A. Purchaser's obligation to close title hereunder is expressly contingent upon Seller obtaining all governmental permits, consents and approvals (collectively, the "Approvals") necessary to permit the sale of the Property by Seller to Purchaser. Said Approvals shall include the following:

- (a) Bridgeport City Council approval of the sale contemplated hereunder, upon terms and conditions satisfactory to Purchaser;
- (b) Bridgeport Planning and Zoning Commission approval of the sale of the Property pursuant to a Section 8-24, C.G.S. referral; and
- (c) Federal Aviation Administration ("FAA") approval of the sale of the Property, which is a part of the land comprising Sikorsky Memorial Airport, and release and/or waiver of any and all restrictions which may limit use of the Property to "airport related uses and purposes", upon terms and conditions satisfactory to Purchaser.

Seller agrees to use best efforts to pursue all of the above Approvals as expeditiously as possible, and in a commercially reasonable and continuous manner. Written proof shall be provided by Seller to Purchaser that Seller has initiated such actions as are necessary to obtain the Approvals, and Seller shall provide Purchaser with a status of Seller's progress in obtaining the Approvals on a periodic basis and upon Purchaser's request. In the event that Seller has not obtained the Approvals on or before November 1, 2012, Purchaser shall have the right and option to terminate this Agreement upon written notice to Seller sent anytime thereafter, after which notice Seller shall immediately return the Non-Refundable Deposit and Earnest Money to Purchaser whereupon this Agreement shall be null and void and without further force or effect.

B. Seller shall have a period of thirty (30) days following the Effective Date (the "Approval Submission Period") in which to submit applications for the Approvals, and thereafter shall have until November 1, 2012 (the "Approval Period") in which to (i) obtain the Approvals, and (ii) if one or more Approvals are appealed within any applicable appeal period (the "Appeal Period"), to defend and resolve such Appeal(s). Notwithstanding the foregoing, the Approval Period shall not extend beyond the Outside

Closing Date (time being of the essence), unless such Period was extended pursuant to Section 7(c) hereinabove or by the written agreement of Purchaser. Subject to the provisions of Section 1(A) (f), in the event the Approvals are denied, then in such event Seller and Purchaser shall each have the right and option to terminate this Agreement at any time thereafter upon written notice to the other, notwithstanding the fact that the Approval Period following the Effective Date may not have expired whereupon the Non-Refundable Deposit and Earnest Money shall be immediately returned and paid to Purchaser; provided, however, that (a) the Outside Closing Date may be extended by Purchaser for successive periods of sixty (60) days each unless any and all appeals of the granting of any Approvals shall have been rejected or denied without any further right to appeal remaining, and (b) if Seller sends notice of termination, Purchaser shall have successive periods of sixty (60) days each after receipt of such notice to seek to obtain the Approvals and, if it is able to obtain the Approvals within such period, the termination notice shall be deemed null and void and this Agreement shall remain in full force and effect.

19. **Charitable Contribution.** Purchaser agrees that at the time closing of title occurs Purchaser shall make a charitable contribution (the "Charitable Contribution") to Seller or to Seller's designee (provided such designee is a I.R.C. Section 501(c)(3) "qualified" charitable organization or entity) in the amount of Fifty Thousand (\$50,000.00) Dollars, which Charitable Contribution shall be used for the renovation, restoration, repair and maintenance of the Corsair airplane and monument located at Sikorsky Memorial Airport in Stratford, Connecticut. The parties agree to execute and deliver to each other all necessary tax forms (both State of Connecticut and Federal) at the time of Closing required to verify, confirm and document such Charitable Contribution, including but not limited to IRS Form 8283, as such may be revised.

20. **Stratford Zoning Variance.** The parties acknowledge that Invest II's subtenant, APTAR, has filed applications for governmental approvals to construct a 45,000± square foot additional (the "Addition") to the existing 135,000 square foot building, including but not limited to applications with the Federal Aviation Administration ("FAA") and the Stratford Zoning Board of Appeals to obtain certain variances of the required on-site parking spaces and the set-back distances necessary to allow the Addition to be constructed (all of the foregoing approvals being hereinafter referred to as the "Governmental Approvals"). The Seller has reviewed the plans and specifications for the Addition and agrees to cooperate fully with Purchaser Invest II and APTAR, at no cost and expense to Seller, in the pursuit of said Governmental Approvals. Seller agrees to sign and countersign all necessary applications for such Governmental Approvals, including but not limited to any applications for demolition and/or building permits in connection with the Addition and shall support, and not oppose, the applications for such Governmental Approvals both before and after closing of title occurs hereunder. In the event that said Governmental Approvals are obtained prior to closing of title hereunder, Seller agrees to cooperate, further, in executing and delivering all documentation required under the terms of the Ground Lease to allow Invest II to refinance its leasehold mortgage in connection with the financing of the construction of the Addition, including but not limited to execution and delivery of all estoppel certificates, instruments of subordination and collateral assignment of the Ground Lease as may be required by Invest II's mortgagee and as required under the terms of the Ground Lease. In this regard, Purchaser shall cause Invest II to provide a minimum of ten (10) days prior written notice of the forms necessary for Seller to

execute and deliver, and Seller agrees to execute and deliver said forms within ten (10) days immediately following receipt.

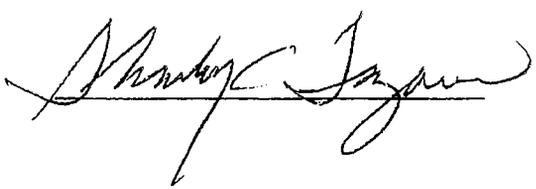
*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.*

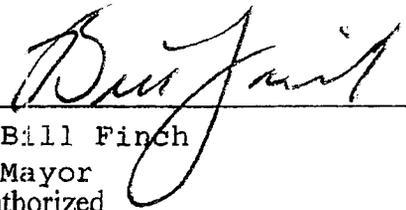
IN WITNESS WHEREOF, the Seller has executed this Agreement as of the day and year written below.

SELLER:

WITNESSED AS TO SELLER:

CITY OF BRIDGEPORT, CONNECTICUT



By:   
Name: Bill Finch  
Title: Mayor  
Duly Authorized



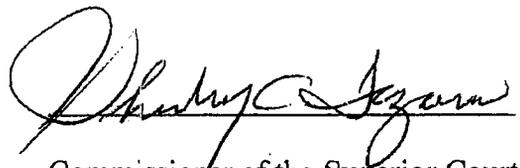
STATE OF CONNECTICUT )

) ss. Bridgeport

July 24, 2012

COUNTY OF FAIRFIELD )

Personally appeared Bill Finch, Mayor of the CITY OF BRIDGEPORT, CONNECTICUT, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed, and the free act and deed of the City of Bridgeport, Connecticut, before me.



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

(Signatures Continue on Next Page)

**SHURLEY C. LAZARUS**  
**NOTARY PUBLIC**  
My Commission Expires Nov. 30, 2015

IN WITNESS WHEREOF, the Purchaser has executed this Agreement as of the day and year written below.

WITNESSED AS TO PURCHASER:

PURCHASER:  
125 ACCESS ROAD, LLC

Cliff Quatrella

By: Alfred Lenoci, Jr.  
Alfred Lenoci, Jr., President of PACA, Inc., the  
sole General Partner of The L/C Family Limited  
Partnership I, a Member of Purchaser

Maria Marino

By: Michael Schinella  
Michael Schinella, Member

By: Donald J. Sherman  
Donald J. Sherman, Member

By: Matthew Vetro  
Matthew Vetro, Member

STATE OF CONNECTICUT

:  
: ss. Fairfield

July 16, 2012

COUNTY OF FAIRFIELD

:

Personally appeared, **Alfred Lenoci, Jr.**, President of PACA, Inc., Sole General Partner of **The L/C Family Partnership I**, a Member of 125 ACCESS ROAD, LLC, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said PACA, Inc., The L/C Family Partnership I and 125 ACCESS ROAD, LLC, before me.

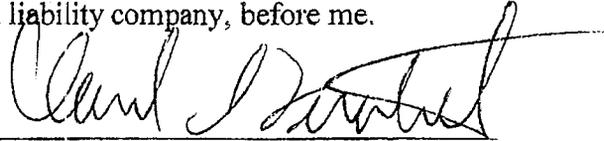
Cliff Quatrella  
David L. Quatrella  
Commissioner of the Superior Court

STATE OF CONNECTICUT :  
COUNTY OF FAIRFIELD :

: ss. Fairfield  
:

July 16, 2012

Personally appeared, **Michael Schinella**, Member of 125 ACCESS ROAD, LLC, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



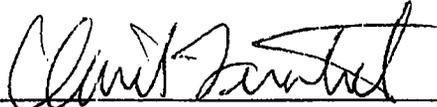
David L. Quatrella  
Commissioner of the Superior Court

STATE OF CONNECTICUT :  
COUNTY OF FAIRFIELD :

: ss. Fairfield  
:

July 16, 2012

Personally appeared, **Donald J. Sherman**, Member of 125 ACCESS ROAD, LLC, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



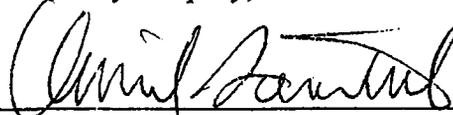
David L. Quatrella  
Commissioner of the Superior Court

STATE OF CONNECTICUT :  
COUNTY OF FAIRFIELD :

: ss. Fairfield  
:

July 16, 2012

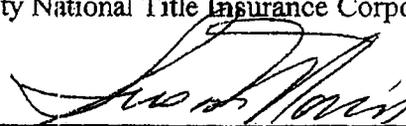
Personally appeared, **Matthew Vetro**, Member of 125 ACCESS ROAD, LLC, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



David L. Quatrella  
Commissioner of the Superior Court

The undersigned does hereby execute and join the foregoing Agreement for the limited purpose of acknowledging and agreeing to the terms and conditions of Section 1A of the Agreement.

ESCROW AGENT  
Fidelity National Title Insurance Corporation

By: 

Name:

SUSAN MARIA

Title:

Vice President

Duly Authorized

Date signed: July 24, 2012

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL that certain parcel of land designated as Parcel 1 on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn., January 11, 1983" made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut. Said map is filed in the Stratford Town Clerk's Office as Map No. 2498. Said parcel being bounded and described as follows: Beginning at the northeasterly corner of said Parcel 1 where the boundary separating land N/F of RGT Associates from land herein described intersects the southerly street line of Access Road; said point is referenced to a concrete monument, which monument is 0.09' south and 0.11' east of the point of beginning:

Thence S 16 degrees 33 minutes 05 seconds East, 656.93 feet along land N/F of RGT Associates, N/F Giannattei Associates Limited Partnership and N/F of Gian Real Estate Co. each in part;

Thence S 50 degrees 41 minutes 15 seconds West, 3.10 feet and S 16 degrees 17 minutes 30 seconds East, 272.88 feet along land N/F of the City of Bridgeport;

Thence S 73 degrees 42 minutes 30 seconds West, 325.0 feet;  
N 16 degrees 17 minutes 30 seconds West 56.65 feet;  
S 73 degrees 42 minutes 30 seconds West, 167.62 feet and  
N 69 degrees 13 minutes 50 seconds West, 165.90 feet, said last four distances being along land of the City of Bridgeport.

Thence N 16 degrees 17 minutes 30 seconds West, 596.49 feet along land of the City of Bridgeport and N/F of John S. Gentile each in part;

Thence easterly by a curve to the left having a radius of 1004.93 feet and an arc distance of 226.32 feet said curve has a chord bearing of N 62 degrees 01 minutes 50 seconds East, 225.84 feet and N 55 degrees 34 minutes 45 seconds East, 424.80 feet along the southerly street line of Access Road to the point of beginning.

Said parcel contains 11.415 acres.

TOGETHER WITH the right to drain, discharge, disperse and emit water upon, under, through and across that certain parcel of land adjacent to the above described parcel of land and more particularly described as follows (hereinafter called the "Drainage Parcel"):

ALL that certain parcel of land designated as "Drainage Parcel" shown on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn.", dated July 1, 1986 revised to March 30, 1998 made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut. Said parcel is a strip of land 20' wide running southwesterly from the southerly boundary of Parcel 1 to the headwall at the end of a 42" Reinforced Concrete Pipe as shown on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn., January 11,

1986" made by The Huntington Company, Engineers & Surveyors, Fairfield, Conn., which map is on file in the Stratford Town Clerks office as map No. 2498. Said parcel commences at a "Point of Beginning" which "Point" is located from the intersection of the boundary separating land now or formerly of RGT Associates from land of 125 ACCESS ROAD, LLC, and the southerly street line of Access Road, the following courses and distances, S 16 degrees 33 minutes 05 seconds East, 656.93 feet along land now or formerly of RGT Associates, now or formerly of Giannattei Associates Limited Partnership and now or formerly of Gian Real Estate Co., each in part.

Thence S 50 degrees 41 minutes 15 seconds West, 3.10 feet, S 16 degrees 17 minutes 30 seconds East, 272.88 feet,  
S 73 degrees 42 minutes 30 seconds West, 325.0 feet, N 16 degrees 17 minutes 30 seconds West, 56.65 feet, and  
S 73 degrees 42 minutes 30 seconds West, 60.5 feet to the "Point of Beginning". Said last five distances being along land now or formerly of the City of Bridgeport.

Thence S 25 degrees 24 minutes 15 seconds West, 299.45 feet, N 64 degrees 35 minutes 45 seconds West, 20.0 feet and  
N 25 degrees 24 minutes 15 seconds East, 281.63 feet. Said last three distances again being along land now or formerly of the City of Bridgeport, and

Thence N 73 degrees 42 minutes 30 seconds East, 26.79 feet along land of 125 ACCESS ROAD, LLC to the "Point of Beginning".

Said parcel contains 5811 square feet

TOGETHER WITH the right to lay, construct, maintain, repair, service, operate, replace, reconstruct and/or remove within the Drainage Parcel drainage pipes and ditches (the "Drainage Lines"), together with the right to excavate and refill ditches and/or trenches for the location of the Drainage Lines and the further right to remove trees, bushes, undergrowth and obstructions within the Drainage Parcel that interfere with the location, construction and maintenance of the Drainage Lines.

TOGETHER WITH the right of ingress and egress over, along and across the Drainage Parcel for purposes of laying, constructing, maintaining, repairing, servicing, replacing, reconstructing, removing, altering and/or inspecting the Drainage Lines or operating the Drainage Lines.

EXHIBIT "B"

LIST OF PERSONAL PROPERTY

None

## EXHIBIT C

### LEASE SCHEDULE

There will be no oral or written leases in effect at the time of closing, nor will there be any tenants in possession of the Property at the time of closing, except for the following:

1. The following tenant now leases the entire premises: Invest II pursuant to that certain Ground Lease dated November 29, 1984.
2. The following subtenant now subleases the entire premises from Invest II: Aptar, Inc. f/k/a Emsar, Incorporated, which Sublease is dated July 10, 1997.

EXHIBIT "D"

OPERATING AGREEMENTS SCHEDULE

None

**EXHIBIT "E"**

**PERMITTED TITLE EXCEPTIONS**

**(to be discussed)**