AGENDA

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 6, 2011

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: Black Rock Little League Junior Softball Team, 2011 Little League Junior Softball State Champions.

92 -10 Public Hearing regarding Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: July 5, 2011

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

123-10 Communication from Mayor re Appointment of Jeffrey Burr (R) to the Harbor Commission, referred to Miscellaneous Matters Committee.

124-10 Communication from OPED re Disposition of City Owned Property to Habitat for Humanity and Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.

125-10 Communication from Planning Department re Proposed Amendment to the Municipal Code of Ordinances, amend to add new Chapter 12.70 Procedure for Laying Out, Acquiring, Altering, Discontinuing or Abandoning Public Improvements, including Roads, referred to Ordinance Committee.

126-10(A) Communication from Public Facilities re Proposed Agreement with Cal Ripken, Sr. Foundation, Inc. to create a Youth Development Park, referred to Contracts Committee.

126-10(B) Communication from Public Facilities re Proposed Management and Operations Agreement with Cal Ripken, Sr. Foundation and Wakeman Boys and Girls Club, referred to Contracts Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

127-10 Communication from Public Facilities re Application for Driveway Permit: # 2101 Commerce Drive (State Street Extension), referred to Public Safety and Transportation Committee

130-10 Communication from Central Grants and Community Development re Grant Submission: 2011 Funding for Medical Reserve Corps Grant, referred to Economic and Community Development and Environment Committee

131-10 Communication from Central Grants and Community Development re Grant Submission: State Department of Public Health for FY2011-2012 Per-Capita Grant, referred to Economic and Community Development and Environment Committee

132-10 Communication from OPED re Disposition of City Owned Property located at 2836 Fairfield Avenue; Black Rock Bank & Trust Company, referred to Economic and Community Development and Environment Committee

ITEM FOR IMMEDIATE CONSIDERATION:

129-10 Communication from Mayor re Consideration and Vote on Resolution regarding Inter-district Magnet High School at Fairchild Wheeler Memorial Park releasing restrictions for school construction **FOR IMMEDIATE CONSIDERATION.**

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

128-10 Resolution presented by Council member Taylor-Moye re Request for a streetlight on utility pole (unnumbered) in front of 128 Milne Street, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***104-10** Miscellaneous Matters Committee Report re: Reappointment of Richard Cruz (D) to the Harbor Commission.

***130-09** Miscellaneous Matters Committee Report re: Workers Compensation Full and Final Stipulation between the City and Michael Bauco.

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

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Connecticut Labor Board and sewage condition in P.T. Barnum Apartments.

CITY of BRIDGEPORT

CITY COUNCIL
PUBLIC SPEAKING SESSION
SEPTEMBER 6, 2011
6:30 PM

RECEIVED
CITY CLERK'S OFFICE
2011 SEP 13 P 1:51
ATTEST: CITY CLERK

ATTENDANCE: Council members: A. Ayala, Taylor-Moye, Brantley, T. McCarthy, Vizzo-Paniccia, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

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

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

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

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Connecticut Labor Board and sewage condition in P.T. Barnum Apartments.

Mr. Young stated that he was disappointed that Council members M. McCarthy and Brannelly weren't present since the issue he wanted to talk about was the raw sewage problem in P.T. Barnum Apartments, which is the district they represent. He recalled that no one ever looked into the problem and he said he would like someone to check to make sure that the pump that was installed in the basement is still pumping out the sewage.

He went on to talk about his past employment position as a sheriff, noting that he was shocked and troubled to know that the labor board committed fraud with taxpayer dollars. However, no one ever looked into him being violated, with respect to being awarded his medical benefits; regardless of the circumstances of him being fired. He stated that he still hasn't received benefits after three years. He stated that he is also still dealing with dental problems and he has lost four teeth that could have been saved. But because of the

$17,000 bill he can't afford it. *He noted that those concerned can check out his website at www.cecilyoung.com* for more details.

Noel Furie signed up to speak prior to the meeting

She spoke about giving away once again, a valuable resource related to a property for a $1.00 annual rent. She questioned why the proposal was before them and she further questioned if there was a political award involved. She mentioned Bob Halsted who has been creating and caring for community gardens for twenty years. However, she said the city often gives sweetheart deals to wealthy organizations who reap the financial benefits and don't pay taxes. She felt that this practice should stop and she emphasized that there was now an opportunity to create a community garden on the property that will benefit the people. She made a request that the council not award the property to Green Village Initiative and she urged support of awarding the property to Bob Halsted, who is affiliated with the Bridgeport Community Land Trust.

Carol Ann Curry signed up to speak prior to the meeting

Ms. Curry stated she was a Westport resident. Council President McCarthy interjected to ask her if she was there to represent a specific organization in Bridgeport. Ms. Curry said she wasn't. Council President McCarthy explained that the public speaking sessions are limited to only Bridgeport residents. Ms. Curry opted not to speak, noting that she would abide by the rules.

Bob Halsted
55 Sterling Place
Bridgeport, CT

Bridgeport Community Land Trust
Community Gardens

Mr. Halsted recalled that they received encouragement in the past from the city to create community gardens. He recalled that the land was given to a developer four years ago. He said knowing this, it was his contention this was the reason the city didn't consider giving the land to his group to create community gardens. He further noted that the community gardens have been in place for fifteen years. He requested that someone on the council step forward and present a resolution to give Bridgeport Community Land Trust the four properties to develop community gardens. He stressed that giving a ten year lease to a developer for $1.00 for land that could be used for housing isn't fair. Overall, he felt his organization should be recognized.

The public speaking session ended at 7:05 pm.

CITY COUNCIL MEETING

Tuesday, September 6, 2011

7:00 p.m.
City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, *Blunt, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

*= *arrived late*

ABSENT: Council member: Silva

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

Prayer - Council member Brantley offered the prayer.

Pledge of Allegiance - Council member Bonney led the pledge.

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

City Council Citation: Black Rock Little League Junior Softball Team, 2011 Little League Junior Softball State Champions.

Council President McCarthy expressed that he was excited on behalf of the city council. He recalled that they often like to do something exciting and good. He thanked Council members Brannelly and McCarthy for bringing this matter to the council's attention. He expressed that having the state champions come from the City of Bridgeport promotes such pride and excitement. He extended congratulations to the team – *to applause.*

Council member Brannelly thanked everyone for being present tonight for the team spirit expressed. She relayed that they achieved an awesome accomplishment – *she read the citation that highlighted best wishes to the Black Rock Little League Junior Softball Team.*

Mayor Finch presented the citation to each team member and their coaches.

Mayor Finch stated that he was proud of the entire team, noting that he is a huge baseball fan. He recalled a law that was passed a long time ago that dealt with legislation for women to play sports. He commented how crucial it is for girls and women to receive the same recognition as boys and men.

Council President McCarthy expressed his congratulations to the entire team.

A group picture was taken of the team members and coaches with the Mayor and Council members T. McCarthy, M. McCarthy and Brannelly.

92 -10 Public Hearing regarding Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.

Mayor Finch asked if there was anyone present to testify for this item

Esea Thomas stated that she was the co-captain of the community garden located between State Street and Yale Street. She expressed that to take the gardens away isn't good for the city. She further expressed that it's important to keep the gardens for the people in Bridgeport. She said she hoped the gardens would grow, noting that she had a life changing experience through her involvement with the gardens.

Bob Halsted stated that they applied to the state to receive more grant money. He recalled four years they were awarded $150k. He stated that although they didn't receive the city's blessing, they applied on their own for the grant and they received money to create ten gardens. He recalled that the Economic and Community Development and Environment Committee previously supported the gardens. He mentioned that the gardens were recognized as a model for the community. He commented that the developer acquiring the land for ten years isn't reasonable or fair. He urged support of the gardens.

Hearing none, the public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: July 5, 2011

** **COUNCIL MEMBER TAYLOR-MOYE MOVED TO ACCEPT THE MINUTES**

** **COUNCIL MEMBER A. AYALA SECONDED**

** **MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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124-10 Communication from OPED re Disposition of City Owned Property to Habitat for Humanity and Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.

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

** **COUNCIL MEMBER dePARA SECONDED**

** **MOTION PASSED UNANIMOUSLY**

ITEM FOR IMMEDIATE CONSIDERATION:

129-10 Communication from Mayor re Consideration and Vote on Resolution regarding Inter-district Magnet High School at Fairchild Wheeler Memorial Park releasing restrictions for school construction **FOR IMMEDIATE CONSIDERATION.**

** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
** **COUNCIL MEMBER dePARA SECONDED**

Mayor Finch stated that the item must pass by a two-thirds vote to be considered.

Council member Walsh asked why the item was on the agenda for immediate consideration. Council member Vizzo-Pannica addressed the question and she relayed that the matter pertained to: *the third whereas in the resolution, in reference to the 35 -acres.*

Council President McCarthy suggested that a brief caucus be held to discuss the item.

** **COUNCIL MEMBER T. McCARTHY MOVED TO RECESS TO HOLD A CAUCUS TO DISCUSS THE ITEM FOR IMMEDIATE CONSIDERATION**
** **COUNCIL MEMBER WALSH SECONDED**
** **MOTION PASSED UNANIMOUSLY**

The council members entered into caucus at 7:30 pm.

The council members ended the caucus at 7:40 pm and the meeting reconvened.

** **COUNCIL MEMBER CURWEN MOVED TO APPROVE 129-10** Communication from Mayor re Consideration and Vote on Resolution regarding Inter-district Magnet High School at Fairchild Wheeler Memorial Park releasing restrictions for school construction **FOR IMMEDIATE CONSIDERATION.**

** **COUNCIL MEMBER A. AYALA SECONDED**
** **MOTION PASSED UNANIMOUSLY**

Mayor Finch expressed his thanks to everyone for working together as a team on this project. He stated it was a true testament of what can be accomplished!

Council President McCarthy also thanked everyone involved and the city council. He commented that it was a great accomplishment for the city. He also noted his thanks for making the project a reality.

Attorney Robert Bercham, the representative for the project expressed that it was a privilege and a pleasure to represent Bridgeport on the project. He commented that it was probably the finest project that he ever worked on.

Mayor Finch relayed that the concept to make the Inter-district Magnet High School was a coordinated effort by the different entities involved.

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

128-10 Resolution presented by Council member Taylor-Moye re Request for a streetlight on utility pole (unnumbered) in front of 128 Milne Street, referred to Public Safety and Transportation Committee.

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

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

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

There were none heard. The city clerk read the items into the record.

***104-10** Miscellaneous Matters Committee Report re: Reappointment of Richard Cruz (D) to the Harbor Commission.

***130-09** Miscellaneous Matters Committee Report re: Workers Compensation Full and Final Stipulation between the City and Michael Bauco.

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

Other business:

Council member Bonney expressed his personal comments to acknowledge the aftermath of the storm. He said he found out about a pocket of residents in his district that were without power. So he went to the Mayor who notified the residents that relief was coming. Then he called on the two junior council members who stepped up and went door to door to over (270) residents homes to deliver the information. The endeavor was recognized by the Mayor and the city council. Mayor Finch expressed that both of the junior council members have a bright future in public service.

Council President McCarthy expressed that William Durne also helped out during the storm by helping students get back to school.

o *Moment of silence for Detective Warren DelMonte who passed away at 25 years old. It was noted that he leaves a wife and two sons.*

Council member Curwen stated that communication with the state department is always a little cloudy during emergencies; however, the city was well prepared during the recent hurricane. He acknowledged Scott Appleby who did a great job with communications. He thanked everyone for their help during a very intense time.

Mayor Finch thanked everyone for their well organized efforts during the hurricane. He commented that it was the largest evacuation that was ever undertaken. He further noted that the shelters were set up at Bassick, Central and Harding high schools. He expressed that it was astounding to see such cooperative efforts by everyone. He thanked everyone again who helped go out to evacuate people

Council member Brantley recognized the Red Cross and the Bridgeport Transit System who provided transportation to individuals and families back and forth to school.

Council member A. Ayala wished Council member Brantley Happy Birthday!

Mayor Finch shared that Reverend Stalwart lost a granddaughter in an accident in Mississippi.

Council member Martinez urged everyone to get involved and acquire more information on how they can assist during an emergency.

ADJOURNMENT

** **COUNCIL MEMBER CURWEN MOVED TO ADJOURN**
** **COUNCIL MEMBER PAOLETTO SECONDED**
** **MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:55 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING

A Public Hearing will be held before the City Council of Bridgeport at regular meeting to be held on Tuesday evening, September 6, 2011 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following:

- 92-10 – Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.

Attest:

Fleeta C. Hudson
City Clerk

==========

AD ENDS ABOVE LINE

2 Editions, Connecticut Post:
PLEASE PUBLISH ON Thursday, August 25, 2011 & Saturday, September 3, 2011

Requires Certifications

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com
P.O.: 12000602
Account #: 111171

Dated: August 10, 2011

Sent By
Althea Williams
City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-7205
(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
A. Wood, Chief of Staff
M. Anastasi, City Attorney
E. Lavernoich, Deputy Director, OPED

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

BILL FINCH
Mayor

COMM. #123-10 Referred to Miscellaneous Matters Committee on 9/6/2011

MEMORANDUM

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: July 25, 2011

RE: Boards & Commissions

Please place the following name on the August 1, 2011 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Harbor Commission:

Jeffrey Burr (R)
37 Garden Terrace
Bridgeport, CT 06605

This will replace the seat held by Merrilyn Vanghele.
Mr. Burr's term will expire on September 30, 2013.

BF/lac

RECEIVED
CITY CLERK'S OFFICE
2011 JUL 28 P 2:15

ATTEST
CITY CLERK

C:\Documents and Settings\lisa.iodice\My Documents\memo to fleeta re james burwell to council.doc
8/30/2005 11:27:00 AM

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DONALD C. EVERSLEY
Director of
Planning and
Economic Development

MICHAEL P. NIDOH
Director of Planning

COMM. #124-10 Referred to ECD&E Committee on 09/06/2011

City Clerk
45 Lyons Terrace
Bridgeport, CT 06605

August 17, 2011

Re: A Resolution concerning City Owned Property Disposition to Habitat for Humanity and Ordering a Public Hearing relative to the same

Dear City Clerk:

It is my understanding that the City of Bridgeport has agreed to dispose of seven (7) city-owned parcels to Habitat for Humanity of Coastal Fairfield County. These thirteenth parcels are currently four vacant lots of varying sizes and a one family home identified as follows:

1. 673 Barnum Avenue Vacant Lot (1765-7)
2. 302 Berkshire Avenue Vacant Lot (1719-1)
3. 1247 Pembroke Street Condo (1737-15k)
4. 348 Wilmot Avenue Vacant Lot (635-5)
5. 65 Whittier Street Vacant Lot (212-22)
6. 84 Maple Street Vacant Lot (1649-15)
7. 1076 Kossuth Street Vacant Lot (1727-3)

Attached, please find individual parcel locator maps and parcel data sheets for all of these disposition parcels, and a resolution to effectuate the sale that requires Council approval.

The purpose of this is to authorize the Office of Planning and Economic Development to transfer these properties to Habitat for Humanity, consistent with their mutual agreement. All parcels are being offered for sale in an "as is/where is" condition and will remain in their current land use classification as part of this sale. Any changes sought for infill housing purposes is fully supported by the City. Currently Habitat for Humanity plans to develop single family affordable homes on these sites.

Since there is a requirement that a Public Hearing be conducted by the Legislative body of the City of Bridgeport prior to any vote to approve or disapprove the sale, disposition or transfer of real property owned by the municipality; and since the City Clerk shall cause notice of such public hearing to be published in an newspaper of general

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DONALD C. EVERSLEY
Director of
Planning and
Economic Development

MICHAEL P. NIDOH
Director of Planning

City Clerk
45 Lyons Terrace
Bridgeport, CT 06605

August 17, 2011

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circulation, and order the posting of the property in conformance with the City Ordinance and State Statute,

- 673 Barnum Avenue Vacant Lot (1765-7)
- 302 Berkshire Avenue Vacant Lot (1719-1)
- 1247 Pembroke Street Condo (1737-15k)
- 348 Wilmot Avenue Vacant Lot (635-5)
- 65 Whittier Street Vacant Lot (212-22)
- 84 Maple Street Vacant Lot (1649-15)
- 1076 Kossuth Street Vacant Lot (1727-3)

I have attached a Resolution for your referral.

Thank You.

Sincerely,

Max Perez
Senior Economic Development Associate

CC: Mayor Finch
Andrew Nunn, CAO
D. Eversley, Director OPED
Edward Lavernoich, OPED
Atty. R. Liskov, City Attorney

WHEREAS, over time, by foreclosure and other conveyances, a substantial amount of property has come to ownership of the City of Bridgeport, most of which is severely blighted and deteriorated or consists of vacant lots, both buildable and non-buildable, on properties that at one time or another have had accumulations of rubbish and debris, fire damage, building and fire code violations and the continuance of various neighborhood nuisances; and

WHEREAS, the City owns seven such properties as follows:

1. 673 Barnum Avenue Vacant Lot (1765-7)
2. 302 Berkshire Avenue Vacant Lot (1719-1)
3. 1247 Pembroke Street Condo (1737-15k)
4. 348 Wilmot Avenue Vacant Lot (635-5)
5. 65 Whittier Street Vacant Lot (212-22)
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7. 1076 Kossuth Street Vacant Lot (1727-3)

WHEREAS, The City proposes to transfer the five above-listed properties to the Habitat for Humanity of Costal Fairfield County so that Habitat for Humanity may develop these properties as single family or two-family affordable homes; and

WHEREAS, all parcels are being offered for sale in "as is/where is" condition and will remain in their current land use and zoning classification as part of this sale, and will be subject to the City's standard reverter clause to ensure that development of the sites takes place as per plans and within a reasonable time; and

WHEREAS, Habitat for Humanity of Costal Fairfield County is entering its 25th year and, has completed constructed of 136 houses in Bridgeport Property taxes paid by Habitat homeowners exceed $450,000 per year and

WHEREAS, Habitat for Humanity will fund the development of these sites with privately raised funds and/or, in part, with funds to be provided by the Wheels in the Wood Foundation, the foundation will donate $150,000, which will cover most, if not all of the cost of construction, and that have passed the WWF, mandated environmental checklist review, and then only for the development of homes affordable to people earning no more than 50% of the area's median income; and

WHEREAS, Selection as a Habitat homeowner is based on ability to repay a zero interest mortgage loan, the need to move out of substandard housing and the willingness to partner by investing 500 hours of sweat equity and

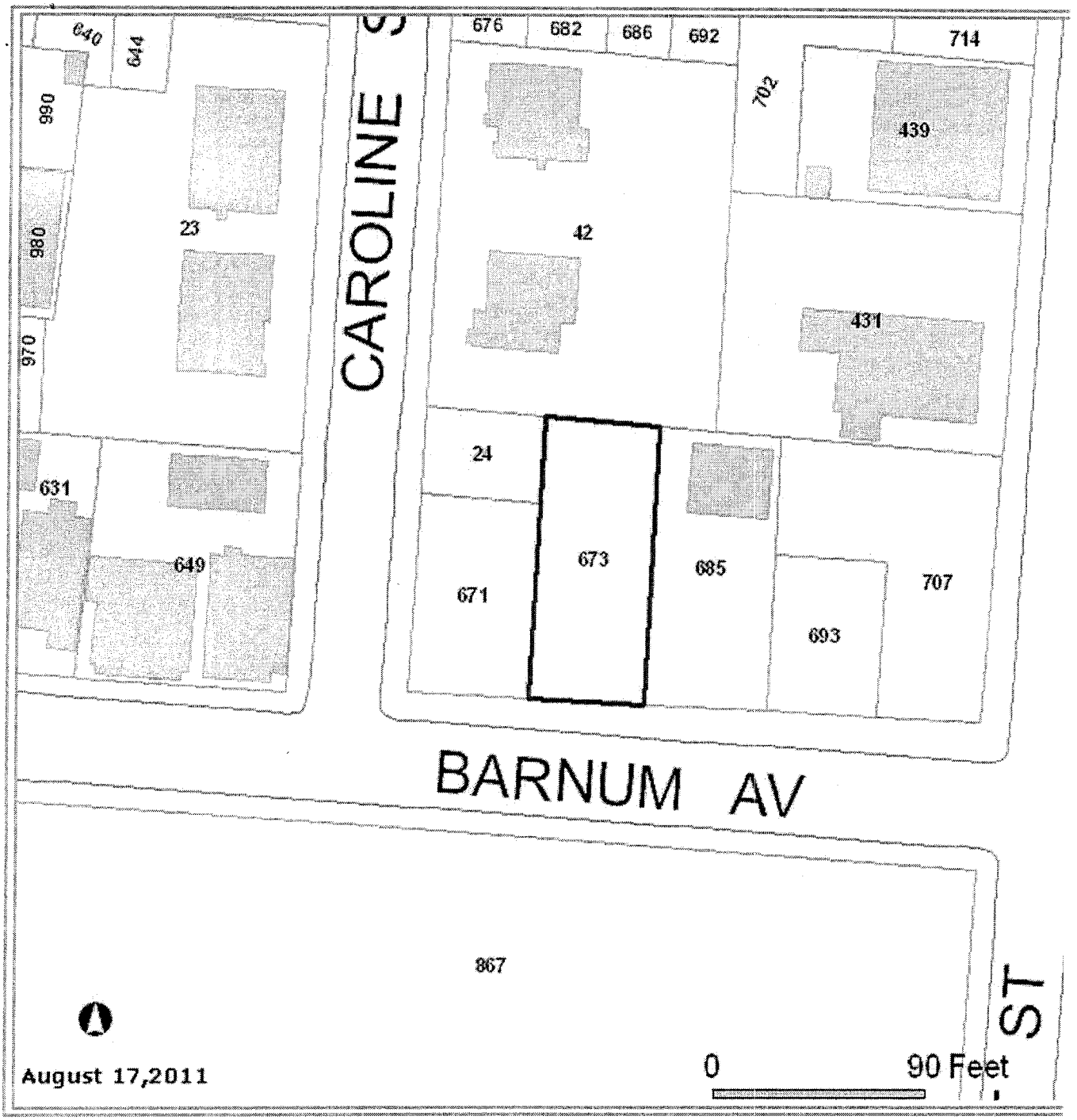
WHEREAS, Habitat brings together large numbers of volunteers, with

diverse backgrounds, in a unified effort, to produce a highly beneficial, visible civic result; and

SO, THEREFORE BE IT RESOLVED that the City Council authorizes the transfer of the following seven properties to Habitat for Humanity of Costal Fairfield County for the total price of $7.00 (seven dollars and no cents):

1. 673 Barnum Avenue Vacant Lot (1765-7)
2. 302 Berkshire Avenue Vacant Lot (1719-1)
3. 1247 Pembroke Street Condo (1737-15k)
4. 348 Wilmot Avenue Vacant Lot (635-5)
5. 65 Whittier Street Vacant Lot (212-22)
6. 84 Maple Street Vacant Lot (1649-15)
7. 1076 Kossuth Street Vacant Lot (1727-3)

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and/or the Director of OPED to execute any contracts or agreements, or to take any other such necessary actions consistent with and to effectuate the purposes of this resolution:

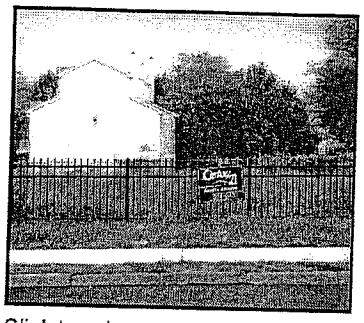

640
644
660
980
970
23
CAROLINE
676
682
686
692
714
702
439
42
431
24
631
649
673
671
685
693
707
BARNUM AV
867
ST
August 17,2011
0
90 Feet

Parcel ID :	1765--07-------
GIS ID :	1765-7
Owner Name :	BRIDGEPORT CITY OF
Property Location :	673 BARNUM AV #675
Co-Owner :	
Owner Addr :	45 LYON TER
Owner City :	BRIDGEPORT, CT 06604
Account :	EA-0007152
Land Area (Acres) :	0.14251607
Land Value :	$17,420
Building Value :	$0
Total Value :	$17,420
Land Use :	Mun Lnd Res
Style :	
Rooms: Total/Beds/Baths :	N/A
Year Built :	
Living Area :	
Last Sale Date :	8/30/1993
Last Sale Price :	$6,712
Qualified Sale? :	U
Book/Page :	3162/ 240

View On-Line Vision Property Assessment Record

View LOCAL LIVE Bird's Eye Imagery

673 BARNUM AV #675



Click to enlarge

MBLU :	42/ 1765/ 7/ / /
Location:	673 BARNUM AV #675
Owner Name:	BRIDGEPORT CITY OF
Account Number:	EA-0007152

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	0
Land	17,420
Total:	**17,420**

Owner of Record

BRIDGEPORT CITY OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	3162/ 240	8/30/1993	(
BOCCAROSSA MARIO N & DORALTO	2683/ 29	7/5/1989	
BOCCAROSSA MARIO N	2649/ 128	4/18/1989	
BAILEY TREVOR & MARIO N	2382/ 203	10/2/1987	13

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.14 AC	RC	17,420

Construction Detail

Item	Value

STYLE	Vacant Land

Building Valuation

Item	Value
Living Area	0 square feet
Year Built	

Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		

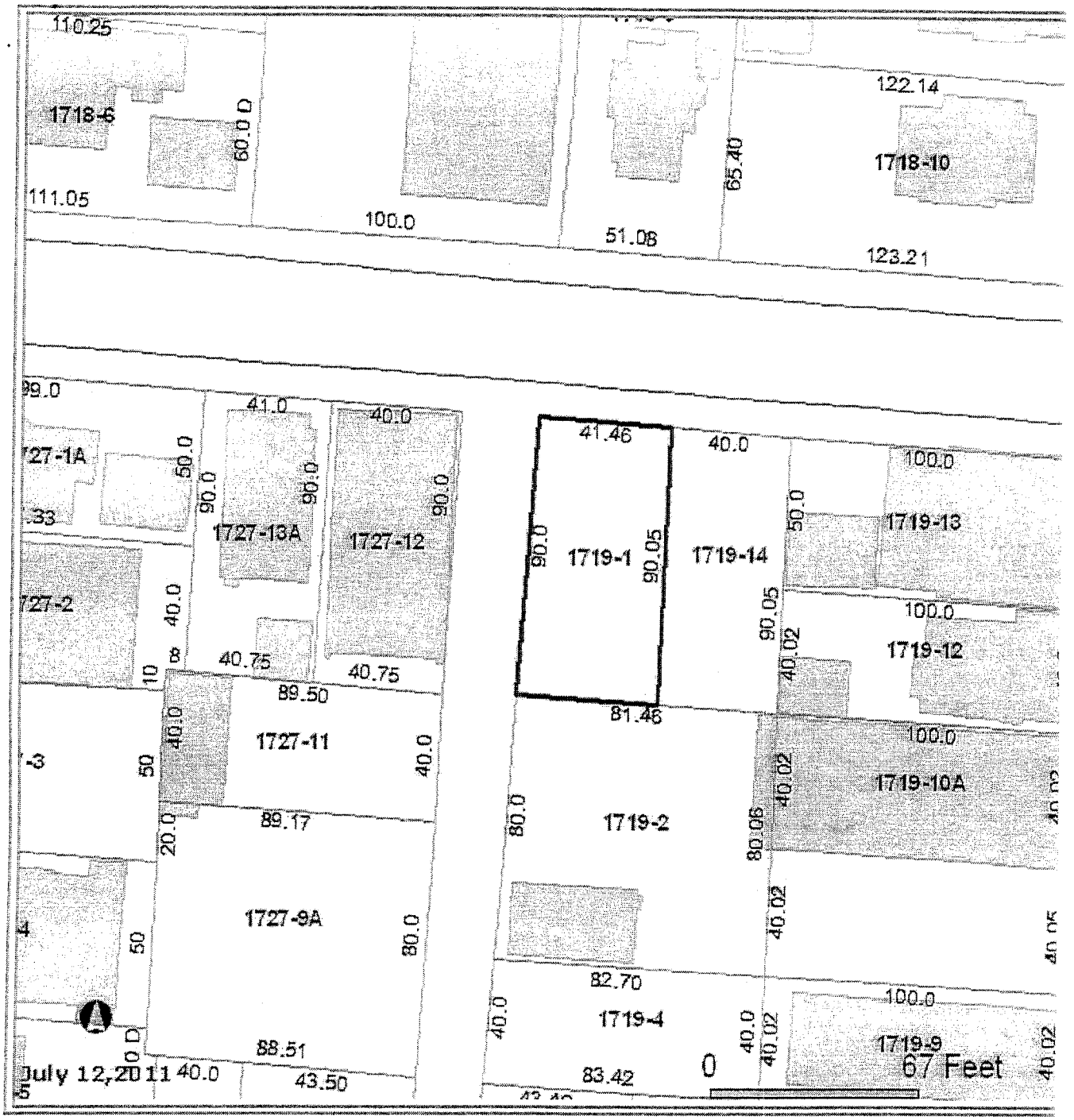
Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Appraisal Technology


1718-6
1718-10
1727-1A
1727-13A
1727-12
1727-2
1727-11
1727-9A
1719-1
1719-14
1719-13
1719-12
1719-10A
1719-2
1719-4
1719-9
July 12,2011
0
67 Feet

Parcel ID :	1719--01-------
GIS ID :	1719-1
Owner Name :	BRIDGEPORT CITY OF
Property Location :	302 BERKSHIRE AV #306
Co-Owner :	
Owner Addr :	45 LYON TERRACE
Owner City :	BRIDGEPORT, CT 06604
Account :	RH-0107181
Land Area (Acres) :	0.08567493
Land Value :	$18,980
Building Value :	$0
Total Value :	$18,980
Land Use :	Mun Lnd Res
Style :	
Rooms: Total/Beds/Baths :	N/A
Year Built :	
Living Area :	
Last Sale Date :	1/8/2007
Last Sale Price :	$0
Qualified Sale? :	U
Book/Page :	7323/ 178

View On-Line Vision Property Assessment Record

View LOCAL LIVE Bird's Eye Imagery

302 BERKSHIRE AV #306

Click to enlarge

MBLU :	48/ 1719/ 1/ / /
Location:	302 BERKSHIRE AV #306
Owner Name:	BRIDGEPORT CITY OF
Account Number:	RH-0107181

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	0
Land	18,980
Total:	**18,980**

Owner of Record

BRIDGEPORT CITY OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	7323/ 178	1/8/2007	
HYLTON J STEVEN & FREDA C	2263/ 165	3/26/1987	20(

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.09 AC	RC	18,980

Construction Detail

Item	Value
STYLE	Vacant Land

Building Valuation

Item	Value
Living Area	0 square feet
Year Built	

Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		

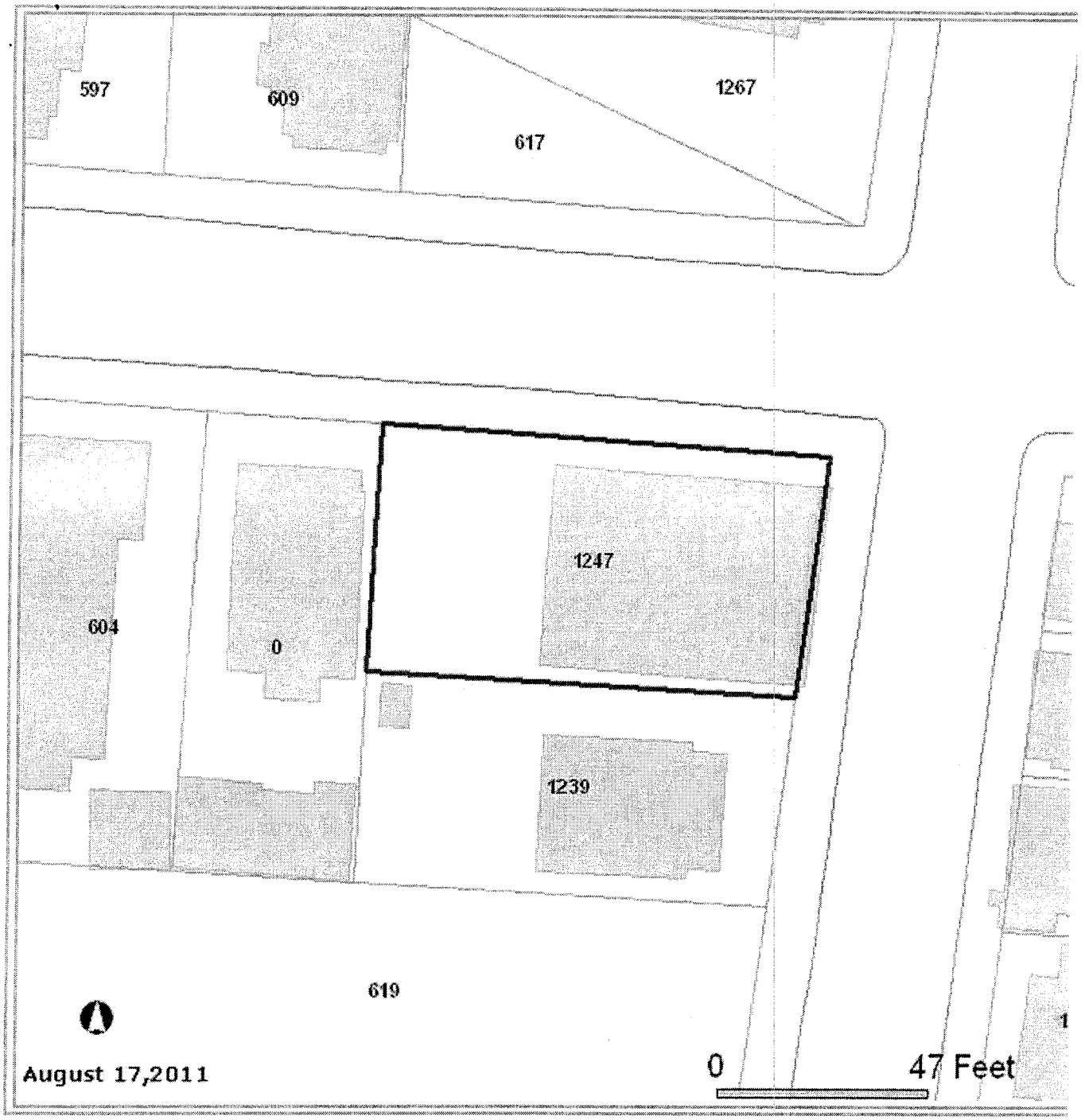
Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**


597
609
617
1267
1247
604
0
1239
619
August 17,2011
0
47 Feet

1247 PEMBROKE ST

Click to enlarge

MBLU :	48/ 1737/ 15/K 1/ /
Location:	1247 PEMBROKE ST
Owner Name:	
Account Number:	RD-0002437

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	123,760
Land	0
Total:	**123,760**

Owner of Record

HABITAT FOR HUMANITY OF COASTAL
FAIRFIELD COUNTY INC

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
HABITAT FOR HUMANITY OF COASTAL	7911/ 90	10/17/2008	
DADI GETACHEW & MARY	3451/ 313	9/11/1995	

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
108	Condominium

Land Line Valuation

Size	Zone	Assessed Value
0.00 AC		0

Construction Detail

Condo Unit Information

Item	Value

STYLE	Condominium
Interior Wall 1:	Drywall
Interior Floor 1	Carpet
Heat Fuel:	Electric
Heat Type:	Electr Basebrd
AC Type:	None
Total Bedrooms	4
Total Full Baths	2 Full
Total Half Baths	0
Total Rooms:	7
Fireplaces	0

Condo Complex Information

Item	Value

Building Valuation

Item	Value
Living Area	2,472 square feet
Year Built	1920

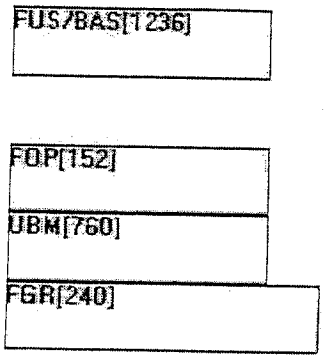
Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		

Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

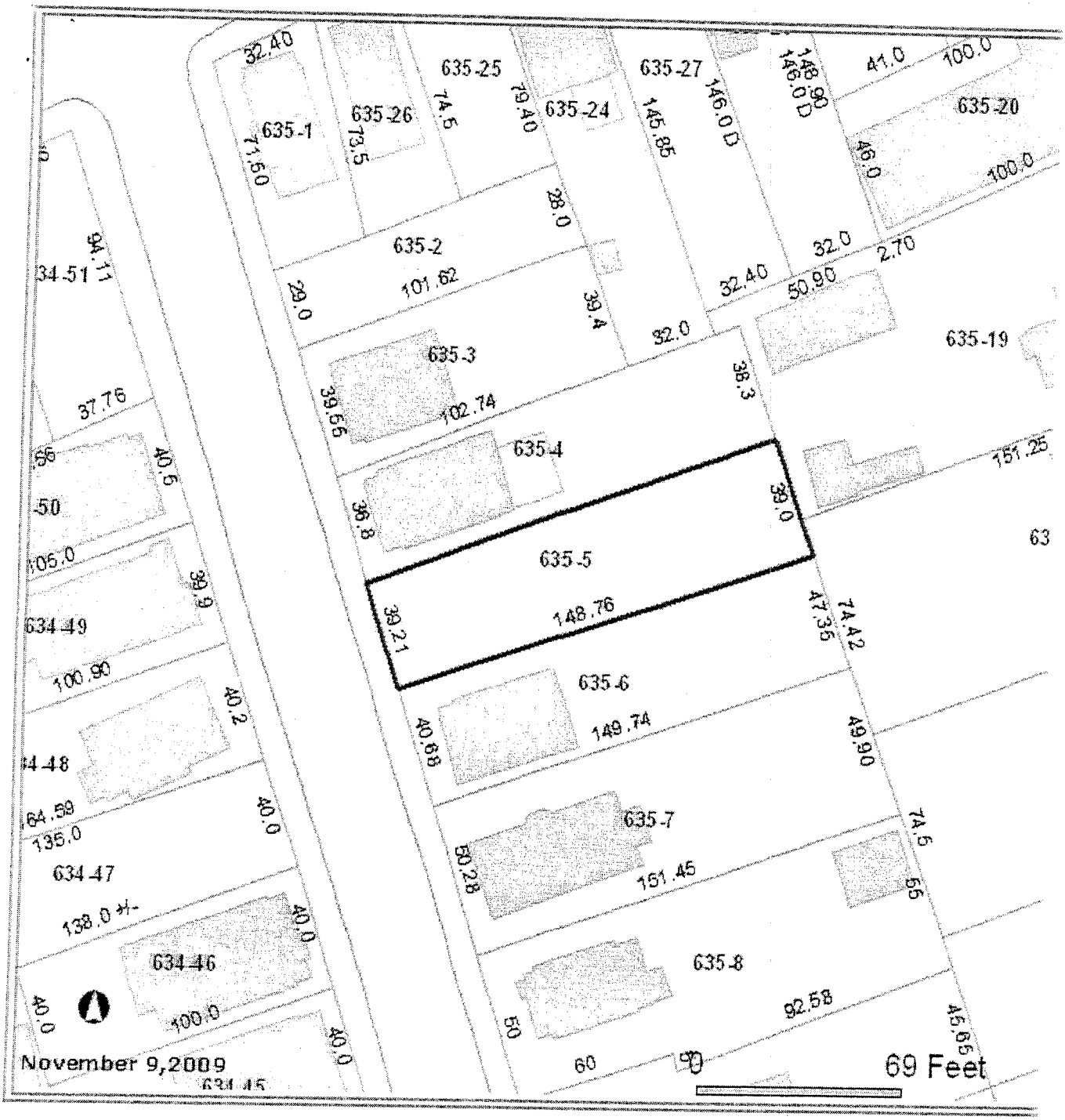
Building Sketch (click here for a list of codes and descriptions)



Subarea Summary (click here for a list of codes and descriptions)

Code	Description	Gross Area	Living Area
BAS	First Floor	1236	1236
FGR	Garage	240	0
FOP	Open Porch	152	0
FUS	Finished Upper Story	1236	1236
UBM	Unfin Basement	760	0
	Total	3624	2472

Online Database for Bridgeport, CT Powered by Vision Appraisal Technology

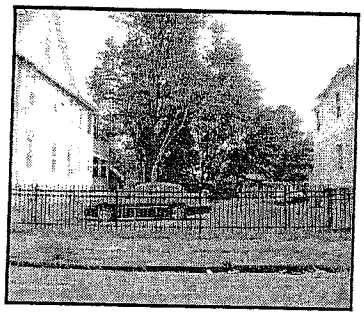

635-25
635-27
635-26
635-24
635-1
635-20
635-2
635-19
635-3
635-4
635-5
635-6
635-7
635-8
634-49
634-47
634-46
148.76
149.74
151.45
92.58
102.74
101.62
151.25
November 9,2009
69 Feet

Parcel ID :	0635--05-------
GIS ID :	635-5
Owner Name :	BRIDGEPORT CITY OF
Property Location :	348 WILMOT AV #350
Co-Owner :	
Owner Addr :	45 LYON TERRACE
Owner City :	BRIDGEPORT, CT 06604
Account :	RW-0005620
Land Area (Acres) :	0.13353994
Land Value :	$32,730
Building Value :	$0
Total Value :	$32,730
Land Use :	Mun Lnd Res
Style :	
Rooms: Total/Beds/Baths :	N/A
Year Built :	
Living Area :	
Last Sale Date :	12/5/2007
Last Sale Price :	$0
Qualified Sale? :	U
Book/Page :	7695/ 68

View On-Line Vision Property Assessment Record

View LOCAL LIVE Bird's Eye Imagery

348 WILMOT AV #350



Click to enlarge

MBLU :	38/ 635/ 5/ / /
Location:	348 WILMOT AV #350
Owner Name:	BRIDGEPORT CITY OF
Account Number:	RW-0005620

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	0
Land	32,730
Total:	**32,730**

Owner of Record

BRIDGEPORT CITY OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	7695/ 68	12/5/2007	
BRIDGEPORT CITY OF	7323/ 195	1/8/2007	
WALKER CALVIN THOMAS & J W	1559/ 46	2/9/1977	

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.13 AC	RBB	32,730

Construction Detail

Item	Value
STYLE	Vacant Land

Building Valuation

Item	Value
Living Area	0 square feet
Year Built	

Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		

Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Appraisal Technology

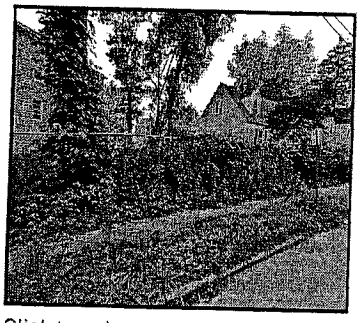
86
80
67
126
72
56
65
95
105
115
123
55
49
45
35
60
64
72
82
50
40
August 17,2011
0
34
71 Feet
26

Parcel ID :	0212--22-------
GIS ID :	212-22
Owner Name :	CITY OF BRIDGEPORT-FORECLOSURE
Property Location :	65 WHITTIER ST
Co-Owner :	
Owner Addr :	EXEMPT PARCEL N/A
Owner City :	BRIDGEPORT, CT 06604
Account :	EA-0006810
Land Area (Acres) :	0.07258953
Land Value :	$8,950
Building Value :	$0
Total Value :	$8,950
Land Use :	Mun Lnd Res
Style :	
Rooms: Total/Beds/Baths :	N/A
Year Built :	
Living Area :	
Last Sale Date :	
Last Sale Price :	$0
Qualified Sale? :	
Book/Page :	0/ 0

View On-Line Vision Property Assessment Record

View LOCAL LIVE Bird's Eye Imagery

65 WHITTIER ST



Click to enlarge

MBLU :	11/ 212/ 22/ / /
Location:	65 WHITTIER ST
Owner Name:	CITY OF BRIDGEPORT-FORECLOSURE
Account Number:	EA-0006810

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	0
Land	8,950
Total:	**8,950**

Owner of Record

CITY OF BRIDGEPORT-FORECLOSURE

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
CITY OF BRIDGEPORT-FORECLOSURE	0/ 0		

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.07 AC	RC	8,950

Construction Detail

Item	Value
STYLE	Vacant Land

Building Valuation

Item	Value
Living Area	0 square feet
Year Built	

Outbuildings (click here for a list of codes and descriptions)

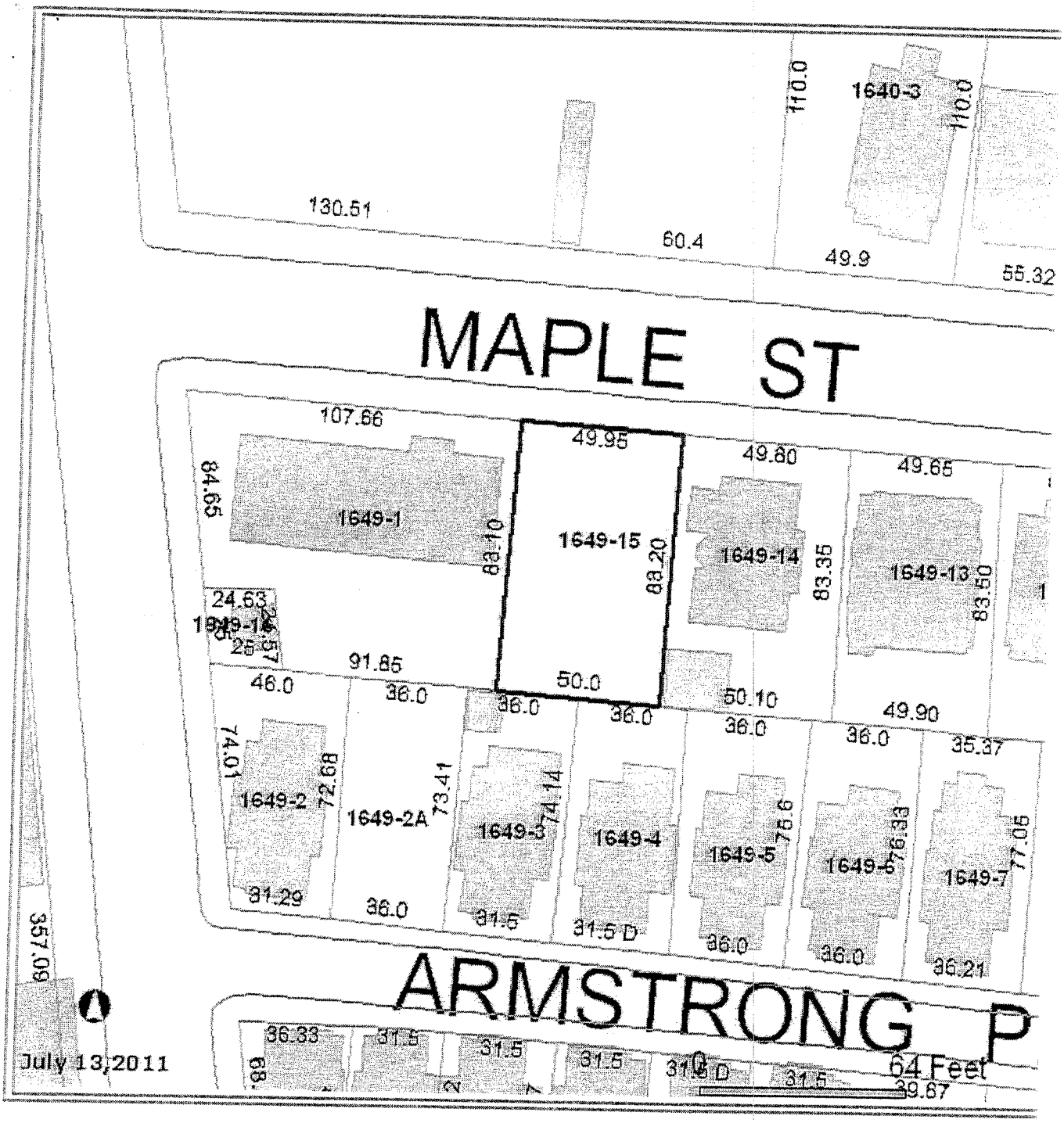
Code	Description	Units
No Outbuildings		

Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch


MAPLE ST
ARMSTRONG P
1640-3
110.0
110.0
130.51
60.4
49.9
55.32
107.66
49.95
49.80
49.65
84.65
1649-1
83.10
1649-15
83.20
1649-14
83.35
1649-13
83.50
24.63
91.85
46.0
36.0
36.0
50.0
36.0
50.10
36.0
49.90
36.0
35.37
74.01
72.68
1649-2
73.41
1649-2A
74.14
1649-3
1649-4
75.6
1649-5
76.33
1649-6
77.05
1649-7
31.29
36.0
31.5
31.5 D
36.0
36.0
36.21
357.06
36.33
31.5
31.5
31.5
31.5 D
31.5
39.67
July 13,2011
0
64 Feet

84 MAPLE ST

Click to enlarge

MBLU :	41/ 1649/ 15/ / /
Location:	84 MAPLE ST
Owner Name:	BRIDGEPORT CITY OF
Account Number:	EP-0069578

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	0
Land	17,590
Total:	**17,590**

Owner of Record

BRIDGEPORT CITY OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	5980/ 303	8/23/2004	
PEREZ WANDA	2875/ 192	2/7/1991	
PEREZ MILAGROS	2496/ 162	5/17/1988	16(

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.10 AC	LI	17,590

Construction Detail

Item	Value
STYLE	Vacant Land

Building Valuation

Item	Value
Living Area	0 square feet
Year Built	

Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		

Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

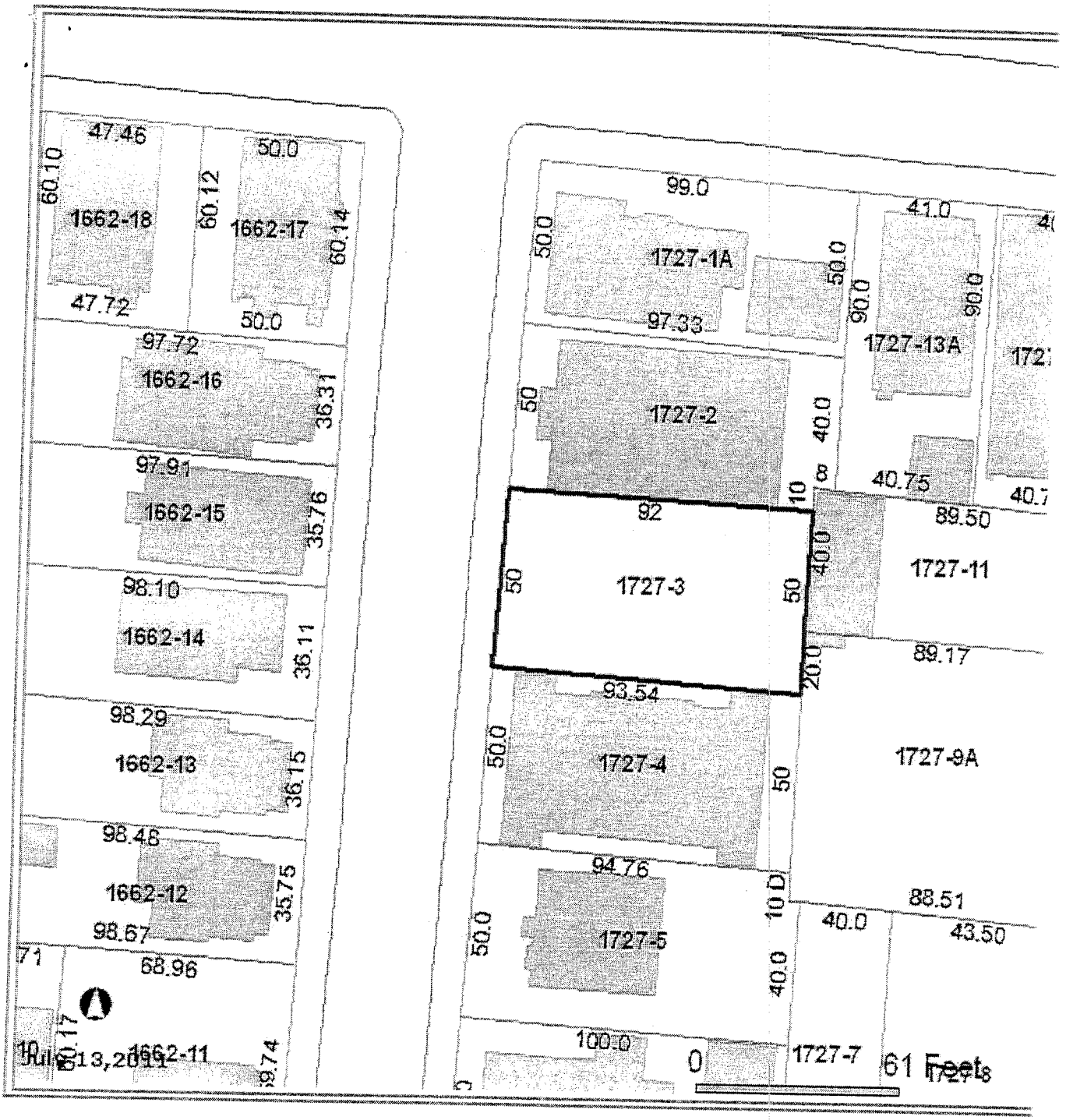
Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

Parcel ID :	1649--15-------
GIS ID :	1649-15
Owner Name :	BRIDGEPORT CITY OF
Property Location :	84 MAPLE ST
Co-Owner :	
Owner Addr :	45 LYON TER
Owner City :	BRIDGEPORT, CT 06604
Account :	EP-0069578
Land Area (Acres) :	0.09533976
Land Value :	$17,590
Building Value :	$0
Total Value :	$17,590
Land Use :	Mun Lnd Res
Style :	
Rooms: Total/Beds/Baths :	N/A
Year Built :	
Living Area :	
Last Sale Date :	8/23/2004
Last Sale Price :	$0
Qualified Sale? :	U
Book/Page :	5980/ 303

View On-Line Vision Property Assessment Record

View LOCAL LIVE Bird's Eye Imagery


47.46
60.10
1662-18
60.12
50.0
1662-17
60.14
47.72
50.0
97.72
1662-16
36.31
97.91
1662-15
35.76
98.10
1662-14
36.11
98.29
1662-13
36.15
98.48
1662-12
35.75
98.67
68.96
1662-11
99.0
41.0
1727-1A
50.0
97.33
1727-13A
1727-2
40.0
40.75
89.50
92
1727-3
1727-11
89.17
93.54
1727-4
1727-9A
94.76
88.51
40.0
43.50
1727-5
100.0
1727-7
0
61 Feet

Parcel ID :	1727--03-------
GIS ID :	1727-3
Owner Name :	BRIDGEPORT CITY OF
Property Location :	1076 KOSSUTH ST #1082
Co-Owner :	
Owner Addr :	45 LYON TER
Owner City :	BRIDGEPORT, CT 06604
Account :	EA-0078550
Land Area (Acres) :	0.10649679
Land Value :	$34,550
Building Value :	$0
Total Value :	$34,550
Land Use :	Mun Lnd Res
Style :	
Rooms: Total/Beds/Baths :	N/A
Year Built :	
Living Area :	
Last Sale Date :	1/11/2006
Last Sale Price :	$0
Qualified Sale? :	U
Book/Page :	6785/ 275

View On-Line Vision Property Assessment Record

View LOCAL LIVE Bird's Eye Imagery

1076 KOSSUTH ST #1082

Click to enlarge

MBLU :	48/ 1727/ 3/ / /
Location:	1076 KOSSUTH ST #1082
Owner Name:	BRIDGEPORT CITY OF
Account Number:	EA-0078550

SEARCH FOR SIMILAR SALE PROPERTIES

Parcel Value

Item	Assessed Value
Improvements	0
Land	34,550
Total:	**34,550**

Owner of Record

BRIDGEPORT CITY OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	6785/ 275	1/11/2006	

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.11 AC	RC	34,550

Construction Detail

Item	Value
STYLE	Vacant Land

Building Valuation

Item	Value
Living Area	0 square feet
Year Built	

Outbuildings (click here for a list of codes and descriptions)

Code	Description	Units
No Outbuildings		

Extra Features (click here for a list of codes and descriptions)

Code	Description	Units
No Extra Building Features		

Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

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City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DONALD C. EVERSLEY
Director of
Planning and
Economic Development

MICHAEL P. NIDOH
Director of Planning

COMM. # 125-10 Referred to Ordinance Committee (09/06/2011)

August 26, 2011

BY HAND

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

RE: Request To Add Item to City Council Agenda
For September 6, 2011 Meeting
Subject: Ordinance Establishing Procedure For Laying Out, Acquiring, Altering, Discontinuing or Abandoning Public Improvements, Including Roads

Dear Fleeta:

Please add the following proposed ordinance to the City Council Agenda for the meeting to be held on September 6, 2011 for referral to the Ordinance Committee:

Respectfully submitted,

Michael P. Nidoh
Director of Planning

RECEIVED
CITY CLERK'S OFFICE
2011 AUG 29 A 10:52
ATTEST CITY CLERK

Encls.
cc: Mark T. Anastasi, City Attorney

WHEREAS, applicable Connecticut law, including but not limited to Section 7-148 et seq. and Sections 13a-55, 13a-80g, 13a-83, and 13a-84, Connecticut General Statutes (CGS), authorizes a municipality to lay out and alter, extend or enlarge new highways and streets and other public improvements, and City of Bridgeport Charter, Chapter 11—Public Improvements, additionally authorizes the City Council to lay out and alter public walks, public avenues and public landing places, and to discontinue or exchange the same for any other highway, street, public walk, public avenue, or public landing place, to create other public improvements, and to construct or purchase any sewer or sewers (collectively, "**Public Improvements,**" and each, a "**Public Improvement**"), to assess benefits to or assessments against the properties affected thereby, and to take steps to ensure that the rights of property owners are protected during the process of conducting these activities;

WHEREAS, the City of Bridgeport Charter, Chapter 11, further authorizes the City Council and the Board of Appraisal of Benefits and Damages to undertake all necessary action related to Public Improvements as set forth therein; and

WHEREAS, the City wishes to provide a comprehensive, reliable procedure to address the creation, alteration and cessation of Public Improvements that is consistent with Connecticut law and the City Charter.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bridgeport that Chapter 12.70 is added to the Municipal Code of Ordinances ("**Municipal Code**"), as follows:

12.70 Procedure For Laying Out, Acquiring, Altering, Discontinuing or Abandoning Public Improvements, Including Roads

12.70.010 **Contents of Application.** Any private person or entity, or any City department, board or agency having an interest in the matter (each, an "**Applicant**"), may, by submitting an application on a City-approved form ("**Application**"), request that the City Council ("**City Council**") authorize the commencement of a City procedure to lay out, acquire, alter, discontinue or abandon ("discontinue" and "abandon" have the same meaning) any new or existing Public Improvement, including but not limited to any existing street, paper street, or proposed new public street or portion thereof ("**City Procedure**"). The words "street," "road," "highway," and "avenue," shall be referred to herein as a "**Road**". The City Council will refer each Application to the Public Safety and Transportation Committee, the Miscellaneous Matters Committee or such other subcommittee as the Council may deem appropriate (the "**Council Committee**"). Said Application shall require the submission of the items and the conduct of activities described in paragraphs A through E below unless otherwise indicated by the City Council or the City Engineer acting as the administrator of this Chapter

("**Administrator**") in the exercise of their respective discretionary rights under paragraphs F through H below:

A. **Title Report.** The Applicant shall obtain a title report issued within the previous ninety (90) days to the City by a title insurance company licensed in the State of Connecticut (the "**Title Report**"). The Title Report shall include, without limitation, the names and mailing addresses (from the most current tax records) of all property owners having a parcel of land or other legal right adjoining or touching the the real property on which the Public Improvement is located (defined below as Adjoining Owners) and the names and mailing addresses of all other parties having an interest in such Public Improvement (defined below as Interested Parties disclosed by the Title Report), shall set forth all encumbrances and exceptions to title affecting the land comprising the Public Improvement, and shall include copies of any and all maps and surveys of record or other recorded documents currently affecting the Public Improvement at the time of the preparation of the Title Report.

B. **Survey.** The Applicant shall obtain an A-2 quality survey certified to the City (the "**Survey**"). The Survey shall illustrate the property that is the subject of the Application, the location of all parcels or rights of the Adjoining Owners (defined below) and Interested Parties (defined below), the location of all easements, restrictions and encumbrances, and the location of all public service facilities (as defined in §8-131a CGS) (each a "**Public Service Facility**"), if any; and such Survey shall be certified as true, accurate and complete to the City by a land surveyor licensed in the State of Connecticut. Such Survey shall also include the names and addresses of all Adjoining Owners (defined below) and Interested Parties (defined below).

C. **Notice to Interested Parties.** Applicant shall prepare notices to be sent after City Council authorization to commence the City Procedure setting forth the content and purpose of the Application and the layout of the Public Improvement. The Applicant shall mail such notice by registered or certified mail, return receipt requested, at Applicant's sole cost and expense to the usual place of abode of the adjoining owner of each parcel of real property touching the Public Improvement (each, an "**Adjoining Owner**") as well as to the usual place of abode of any other parties having a legal interest in the Public Improvement by virtue of an encumbrance such as an easement or other exception to title as indicated on the Survey or Title Report, or by virtue of the ownership of a Public Service Facility (each, an "**Interested Party**"), provided, however, that no notice is required to be sent to mortgage holders or other persons claiming any lien upon or whose interest in the Public Improvement is not disclosed by the Title Report.

D. **Request For City Department Review.** The Applicant shall request to the Administrator to obtain a report from those City departments

having an interest in the subject matter of the Application, which departments may include, in the exercise of the Administrator's reasonable judgment, but are not limited to, the Bridgeport Police Department, Fire Department, Health Department, Emergency Operations Center, Zoning Department, Office of Land Use Construction Review, Planning Department, City Engineer, and the Office of the City Attorney or their respective successors ("**Department Report**"). Such Department Report does not have to be submitted with the Application. Assuming that the City Council authorizes the commencement of the City Procedure, the Administrator shall deliver the Department Report to the Council Committee within thirty (30) days after the Council authorizes the City Procedure to commence.

E. **Filing Fee.** Submit a filing fee in an amount determined by the Administrator from time to time payable to the City of Bridgeport to cover the reasonable cost of reviewing the Application, preparing the Department Report, and submitting the Final Report to the Council. Such filing fee is waived if the Applicant is the City of Bridgeport or any of its departments, agencies, boards or commissions.

F. **Additional Information.** The City Council may, upon receipt of the Application, request such other information or documentation be provided to the Council Committee as it deems necessary or desirable to supplement the Application.

G. **Administrative Discretion to Modify Application Requirements and Adopt Regulations.** Notwithstanding anything contained in paragraphs A through F above to the contrary, the Administrator has the discretion to waive, modify or add to the requirements of the Application, based upon the nature of the Public Improvement involved and other relevant factors, and shall exercise such discretion in a fair manner consistent with the letter and intent of the City Charter and this Chapter, in consultation with the City Attorney. In addition, the Administrator shall have the discretion to promulgate regulations, adopt standards such as but not limited to engineering standards for street acceptance, and develop forms in furtherance of this ordinance.

H. **Administrative Discretion to Dismiss or Stay City Procedure For Non-Compliance.** Notwithstanding anything contained in paragraphs A through F above to the contrary, the Administrator has the further discretion to direct or require the Applicant to promptly take all actions required by this Chapter and to pay all amounts owed hereunder. Failure to take required action in a timely manner may result in the Administrator taking action, in his/her sole discretion, to reject the Application or to temporarily suspend the application until the Applicant complies with the Administrator's requests and demands.

12.70.020 **Council Referral to Committee**. Upon initial acceptance of the Application together with the supporting information as set forth above, the City Council shall refer the Application to the Council Committee and direct that the City Procedure commence. The Administrator shall then take the following actions so that the Council Committee is afforded all information necessary to make its recommendation to the Council for final action:

A. **Referral to Zoning Commission.** Refer the Application or direct the Applicant to refer the Application to the Planning & Zoning Commission for a report pursuant to §8-24 CGS (the "**8-24 Report**") and submit, upon receipt thereof, the 8-24 Report to the Council Committee.

B. **Department Report.** Request that appropriate City departments having an interest in the Application submit comments on the Application, and thereafter submit the Department Report to the Council Committee within thirty (30) days after the request is made therefor.

C. **Actions of Board or Special Committee.** Refer the Application, the 8-24 Report and the Department Report within fifteen (15) to thirty (30) days after receipt of all of the foregoing to the Board of Appraisal of Benefits and Damages (the "**Board**") or to a special committee hereby created by the City Council pursuant to Chapter 5, Section 8 of the City Charter (the "**Special Committee**"), whose members shall be appointed by the Administrator, with the advice of the City Attorney. The Administrator shall appoint to the Special Committee a minimum of three (3) persons who are directors of City Departments, or their respective designees, who shall be reasonably qualified to consider the Application and determine benefits and damages, and who were not involved in the preparation of the Department Report, including but not limited to the Tax Assessor, the Finance Director and the Director of the Office of Planning and Economic Development, or their respective designees. The Administrator may also appoint a non-voting independent person, such as a licensed real estate appraiser, to give advice and counsel to the Board or the Special Committee as to the valuation of any benefits and damages that the Board or Special Committee may wish to assess. The Administrator shall form the Special Committee, if applicable, for each action authorized by the City Council within thirty (30) days after Council approval.

D. **Meeting of Adjoining Owners and Interested Parties; Determination of Benefits and Damages; Report to Council Committee.** Direct that the Applicant perform an update of the Title Report and, after receiving the same, request that the Board or Special Committee meet within fifteen (15) days to begin its review of the Application and promptly give notice in the name of the majority of its

members sent by registered or certified mail, return receipt requested, to the Adjoining Owners and Interested Parties at their usual place of abode, at the Applicant's sole cost and expense, stating the time and place for a meeting in the City of Bridgeport concerning the Public Improvement, and shall hold such meeting at which the Adjoining Owners and Interested Parties shall be heard. Such notice must be sent at least fourteen (14) days before the time fixed in such notice for the meeting. The Board or Special Committee shall prepare a report of its actions and findings within thirty (30) days after holding the aforesaid meeting ("**Final Report**"), which shall contain: (a) copies of all notices sent to all Adjoining Owners and Interested Parties together with original return receipt cards evidencing delivery or attempted delivery; (b) its findings and recommendations for the assessment of benefits and damages to any Adjoining Owner or Interested Party, if any, consistent with Chapter 11, Section 2, of the City Charter; (c) its assurances that, in the case of Roads, the rights of all Adjoining Owners to public access to the nearest public street, road or highway (except to a limited access highway, access to which is prohibited by §13a-55 CGS) have been protected; and (d) evidence that a notice, signed by the chairman or clerk of the Board or Special Committee, has been filed with the Town Clerk containing the general description of the Public Improvement, which notice shall be recorded by the Town Clerk in a volume kept for that purpose.

E. **Committee Recommendation.** The Council Committee shall then review the 8-24 Report, the Department Report and the Final Report, and shall prepare a recommendation to the City Council for action upon such Application (the "**Council Committee Report**").

The Board or Special Committee, as applicable, may extend the time periods or durations established above for various actions for reasonable cause.

12.70.030 **Final City Council Action.**

A. **Council Review and Final Decision.** The Council Committee shall submit the 8-24 Report, the Department Report, the Final Report, and the Council Committee Report to the City Council at its next regular meeting requesting the inclusion of all such reports in the records of the City Council. The City Council shall, upon acceptance of the foregoing reports, approve the Application or return the Application to the Board or Special Committee for reconsideration and correction. Upon acceptance of the Council Committee Report, the City Council shall direct the issuance of an appropriate certificate to be executed by the Mayor or his designee setting forth the City Council's favorable action on the Application ("**Certificate**").

12.70.040 **Further Action After Council Approval of Application.** After the City Council gives favorable action on the Application, the Administrator shall take steps to see that the following steps are taken:

A. **Update of Survey and Title Report.** The Applicant shall arrange at Applicant's sole cost and expense for the Survey to be updated and re-certified by the surveyor as of the date that the City Council approves the Final Report and authorizes the issuance of the Certificate in order to ensure that the Survey conforms thereto ("**Final Survey**"). Such Survey shall confirm, consistent with the City Council's final approval, that the property rights of the Adjoining Owners and Interested Parties will be adequately protected in accordance with State law, City Charter and this Chapter, including but not limited to, the right of Adjoining Owners, with respect to a Road, to have access either over a public road or by alternate means from the Adjoining Owner's property to a public road (except to a limited access highway, access to which is prohibited by §13a-55 CGS. The Applicant shall also arrange at Applicant's sole cost and expense for issuance to the City of an updated Title Report ("**Final Title Report**") confirming that there are no new Adjoining Owners or Interested Parties having an interest in the Public Improvement from the date that the Application was initially submitted to the City Council until the date of the City Council's final approval. The City Attorney shall review the Final Survey and the Final Title Report for accuracy.

B. **Notice of Assessments; Creation of Liens.** After the City Council gives favorable action on the Application, the City Council shall direct the Administrator to prepare a notice, to be signed by the Mayor or the City Clerk, containing the names of the property owners assessed and the amounts of the assessments to be published in the manner provided by Charter. When such notice is recorded in the records of the City Council, such assessments shall be immediately due and payable, such notice shall constitute legal notice and demand for payment to all parties assessed damages, and shall constitute a lien against the properties to which such assessments, respectively, apply. Failure to pay such assessments will result in the City's right to exercise the remedies set forth in Chapter 11, Section 3, of the City Charter. If an Adjoining Owner or Interested Party refuses or neglects to receive the payment of benefits, such amount shall be deposited in the City Treasury until claimed for a period of one (1) year and, failing any claim being made thereto, shall thereafter be transferred to the City's general fund.

C. **Recording in Council Records.** The City Clerk shall record the Council Committee Report, record and attest the Final Survey and description of the Public Improvement, and record a copy of the Certificate in the records of the City Council.

12.70.050 **Final Actions of the Administrator.** After the City Council takes favorable action on the Application, the Administrator shall promptly take the following actions:

A. **Notice to Affected Parties.** The Administrator shall notify all Adjoining Owners and Interested Parties of the Council's favorable action at the Applicant's sole cost and expense, including the assessment of benefits and damages, if any.

B. **Preparation of Certificate.** The Administrator shall direct that the Certificate be prepared in form and content acceptable to the City and arrange for the original Certificate to be recorded in the Bridgeport Land Records at the Applicant's sole cost and expense.

C. **Final Mylar For Recording.** The Administrator shall direct that the Applicant prepare at the Applicant's sole cost and expense a mylar of the Final Survey and copies thereof, subject to the customary City review and acceptance for filing in the office of the Town Clerk .

D. **Preparation of Deeds.** The Administrator shall direct that the Applicant prepare the appropriate deeds of conveyance, if any, in the form of a quitclaim deed or deeds at the Applicant's sole cost and expense, in form and content acceptable to the City Attorney for execution by the Mayor or his designee, including but not limited to deeds to new Roads constructed in accordance with City standards established by the City Engineer or portions of any Road to be conveyed to the Adjoining Owners or Interested Parties consistent with the Council's approval.

E. **Revision of Official City Maps.** The Administrator shall take all necessary steps in consultation with the City Attorney to comply with the Council's action on the Application, including but not limited to, taking steps to record any deeds of conveyance, ensuring that the City Engineer, with respect to the Public Improvement that was the subject of the Application, including Roads, changes the City's official maps, including its official street maps, in accordance with Section 12.04.010 and Section 12.04.030 of the Municipal Code, and the like.

F. **Other Actions.** The Administrator shall take such other steps deemed necessary under the circumstances to complete all actions related to the Public Improvement consistent with the Council's approval in consultation with the City Attorney.

This change shall be effective upon publication.

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

HAND DELIVERED

Comm. #126-10 (A) Referred to Contracts Committee on 09/06/2011
Comm. #126-10 (B) Referred to Contracts Committee on 09/06/2011

August 26, 2011

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Re: Request for City Council Agenda Item for September 6, 2011 Meeting

Dear Fleeta:

Please add the following resolution and agreement to the City Council Agenda for the meeting to be held on September 6, 2011 for referral to the Contracts Committee:

1. Agreement to Create a Youth Development Park

2. Management and Operations Agreement

Respectfully submitted,

Charles M. Carroll
Director, Public Facilities

CMC/lac
Enclosure(s)

cc: Mark Anastasi, City Attorney

RECEIVED
CITY CLERK'S OFFICE
2011 AUG 26 P 2:37
ATTEST
CITY CLERK

COMM. #126-10 (A)

RESOLUTION

WHEREAS, the Cal Ripken, Sr. Foundation is working in local communities across the country to develop and construct synthetic-surface parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for youth who desperately need a guiding hand. These parks will not only help fill a critical void, but help transform communities where the need is so great;

WHEREAS, the Foundation seeks to work with the City and local community-based organizations as part a joint effort to create a local Youth Development Park at the site of Longfellow Park in the West Side of the City;

WHEREAS, the Foundation and the City have agreed to raise the necessary funding to create a Youth Development Park;

WHEREAS, the City has agreed to contribute $500,000 to the creation of the Youth Development Park and the Foundation has raised the necessary additional private funds to meet the agreed budget for the design, permitting, construction and initial equipment needs of the Park;

WHEREAS, the Foundation and the City have agreed to a conceptual plan for the Youth Development Park and shall agree to the final design that incorporates appropriate signage designating it as another Cal Ripken, Sr. youth development park similar to other parks that the Foundation has sponsored and constructed;

WHEREAS, the design includes a synthetic surface baseball-softball field that can also accommodate youth soccer, a play area for younger children, and a walking path for passive exercise on the perimeter of the Park for use by senior citizens and other adults;

WHEREAS, the Foundation has agreed to construct the Youth Development Park in accordance with the Approved Plans and the Approved Budget and, upon the issuance of a certificate of occupancy for the Youth Park, the Foundation has further agreed to donate to the City the improvements constituting the Youth Development Park for use in accordance with this Agreement;

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 designating Longfellow Park between Ocean Terrace and St. Stephen's Road, Bridgeport, C as the location for the Youth Development Park;

WHEREAS, the Bridgeport Parks and Recreation Department, will have general oversight of the Youth Park, including approval of scheduling, youth and youth groups to be served, program components, security, maintenance and repair;

WHEREAS, the City of Bridgeport shall have primary responsibility for maintaining and repairing the Youth Development Park; and

WHEREAS, the Foundation and the City have approached the Wakeman Boys' and Girls' Club of Southport, Connecticut, a not-for profit club dedicated to youth development through educational and recreational activities, to operate the facility under the terms and conditions of an operating agreement pursuant to which the Wakeman Club will become the day-to-day operator working with the Bridgeport Parks and Recreation Department to coordinate activities and users, including but not limited to programs for Bridgeport youth operated by the Wakeman Club, the Parks and Recreation Department, and the Foundation.

NOW, BE IT RESOLVED:

THAT the Agreement to Create a Youth Development Park submitted herewith is approved substantially in the form presented; and

THAT the Mayor or his designee are each hereby authorized to take all necessary actions and do all necessary things in furtherance of this resolution and the aforesaid agreement.

Agreement to Create a Youth Development Park

AGREEMENT between **Cal Ripken, Sr. Foundation, Inc.**, a not-for-profit corporation organized under the laws of the State of Maryland, having a principal place of business at 1427 Clarkview Road, Suite 100, Baltimore, MD 21209 ("**Foundation**") and the **City of Bridgeport**, a municipal body corporate and politic, having a principal address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**").

WHEREAS, the. Foundation is working in local communities across the country to develop and construct synthetic-surface parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for kids who desperately need a guiding hand. These parks will not only help fill a critical void, but help transform communities where the need is so great. A Youth Development Park Case Statement is attached hereto as **Addendum No. 1**;

WHEREAS, the following Core Project Partner Requirements ("**Partner Requirements**") reflect the elements that must exist between the Foundation, the City and local community based organizations as part a joint effort in the creation of a local Youth Development Park ("**Youth Park**") at the Project Site (as hereinafter defined);

WHEREAS, the Foundation and the City have agreed to develop and finance the Youth Park;

WHEREAS, the City has committed $500,000 to the creation of the Youth Park and the Foundation has committed to raise sufficient additional private funds to meet the agreed budget for the construction and initial equipment needs of the Youth Park which shall be attached hereto as **Addendum No. 6** ("**Approved Budget**");

WHEREAS, the parties have agreed to a conceptual plan for the Youth Park and shall approve the final design and construction plans prepared by the Foundation which plans shall be attached hereto or incorporated herein by reference as **Addendum No. 7** ("**Approved Plans**");

WHEREAS, the Foundation has agreed to construct the Youth Park in accordance with the Approved Plans and the Approved Budget and, upon the issuance of a certificate of occupancy for the Youth Park, the Foundation has further agreed to donate the Youth Park to the City for use in accordance with this Agreement;

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 attached hereto as **Addendum No. 4** designating Longfellow Park between Ocean Terrace and St. Stephen's Road, Bridgeport, CT (the "**Site**" or "**Project Site**") as the location for the Youth Park;

WHEREAS, the City, through the Bridgeport Parks and Recreation Department, will have general oversight of the Youth Park, including approval of scheduling, youth and youth groups to be served, program components, security, maintenance and repair; and

WHEREAS, the Foundation and the City have approached the Wakeman Boys' and Girls' Club of Southport, Connecticut, a not-for profit club dedicated to youth development

through educational and recreational activities ("**Wakeman Club**") and the City and the Wakeman Club will mutually agree to the terms and conditions on which the Wakeman Club will become the day-to-day operator ("**Operator**") of the Youth Park under an operations and management agreement ("**Operations Agreement**") that will be attached hereto and made a part hereof as **Addendum No. 3**, but the City will act as Operator until an agreement with the Wakeman Club or another not-for-profit youth development club is reached.

NOW, THEREFORE, the parties agree, for good and valuable consideration each received from the other, as follows:

1. **Purpose.** The Youth Park will be designed and used primarily for the purpose of fulfilling the mission of the Foundation set forth and described on **Addendum No. 2** attached hereto ("**Mission Statement**") and, to the extent not contrary to the mission of the Foundation, the respective missions of the Wakeman Club and the City's Board of Parks Commissioners.

2. **Demonstrated Need; Community Support.** The Youth Park has a demonstrated community need and has been embraced and supported by community leaders.

3. **Roles of the Parties.** The City will serve as the Foundation's lead partner in the development, financing, programming, security, operation and maintenance of the Youth Park. The Foundation and the City will enter into a binding "Deed of Easements, Covenants and Restrictions" in substantially the form attached hereto as **Addendum No. 5** (the "**Restrictive Covenant**"). The Restrictive Covenant describes the rights and obligations of the Foundation, the City and the Wakeman Club, and their respective successors and assigns, and addresses in additional detail the matters described in this document. The Restrictive Covenant will govern the Youth Park for an extended period of time, generally covering the useful life of the initial project improvements. The Restrictive Covenant must be fully executed and the City will record a memorandum of such Restrictive Covenant in the Bridgeport Land Records promptly after this Agreement is executed.

4. **Approved Site; Consent to Relocation.** The Foundation and the City have agreed to the use of the Site and the Foundation will have the right to approve any subsequent transfer of the Site and the improvements constituting the Youth Park, which right of approval will not be unreasonably withheld or delayed so long as the Youth Park continues to operate in compliance with this Agreement.

5. **Funding.** The City has contributed $500,000.00 for the Youth Park ("**City Contribution**"). The Foundation will serve as the fiscal agent during the capital campaign to raise sufficient funds in excess of the City Contribution to fund the balance of the development and construction costs of the Youth Park as set forth in the Approved Budget, which costs shall include, but not be limited to, hard and soft costs, permit fees and costs, a project contingency fund, insurance and construction bonding, a completion guaranty, and cost overruns caused by the Foundation. All funds raised by the Foundation will be directed to the Foundation, which shall serve as steward of such funds for the project. In the event that the development and construction costs of the Youth Park exceed the Approved Budget amount due to unknown subsurface conditions, contamination, casualties or natural disasters that are not otherwise covered by the Foundation's or its contractor's insurance proceeds ("**Unexpected Events**"), and such cost increase is not due to any action or inaction on the part of the Foundation or its contractor, the parties agree that such Unexpected Events shall

constitute events of force majeure under this Agreement, and the City agrees to either address such Unexpected Events promptly with its own forces or contractors or shall fund the increase in costs resulting therefrom.

6. **Project Manager.** The Foundation shall serve as the project manager during the design, permitting and construction phases for the Youth Park until a certificate of occupancy is issued.

7. **Conceptual Design; Approval of Final Design; Bidding.** With input from the City, the Foundation will create a conceptual design of the Youth Park and present recommendations to the City for its feedback and approval. The design will incorporate high-quality design features including, but not limited to, the use of synthetic turf. Following agreement on the Approved Plans, the Foundation, as Project Manager, will take reasonable steps to seek competitive bids for subcontracting work other than the installation of the AstroTurf® artificial turf and related features and will not discriminate on the basis of race, creed, color, gender, disability, sex, sexual orientation and the like.

8. **Use of Local Vendors; Bridgeport Residents.** With the exception of core providers with whom the Foundation has a relationship, such as the manufacturer or AstroTurf®, the Foundation and its contractors will use reasonable efforts to utilize qualified local services, subcontractors and vendors, and will use reasonable efforts to employ Bridgeport residents wherever practical and feasible.

9. **Initial and Future Funding.** The parties intend the operation of the Youth Park to be financially sound and will cooperate with each other to develop and commit to sustainable program/operational support from the local community, including corporate and private donors. Notwithstanding the preceding sentence, the City acknowledges and agrees that it is responsible for the costs of maintenance of the Youth Park during the term of this Agreement.

10. **Donation of Youth Park.** Upon the completion of construction of the Youth Park and the issuance of a certificate of occupancy, the Foundation agrees to donate the Youth Park and all improvements made to the Property to the City of Bridgeport for uses consistent with this Agreement.

11. **Foundation Logo.** The parties agree that, if the Foundation requests, its logo will be prominently featured at the Youth Park and on collateral materials and its logo will be maintained in accordance with the Foundation's reasonable standards. The Foundation will have sole and complete control over the use of its intellectual property, including, but not limited to, program materials and related signage.

12. **Operational Requirements.** Among other requirements set forth in the Operating Agreement between the City and the Wakeman Club, this project must conform to the following operating protocols:

(a) The City must operate and maintain the Youth Park to a high standard, including institution of a long-term security, operation, upkeep, and maintenance program consistent with Foundation standards;

(b) The programming for the Youth Park shall utilize baseball and softball-themed programs, and other youth programming acceptable to the Foundation, to meet youth development needs including fitness and character development, although the Youth Park may incorporate other community-based uses such as school recreation programs, exercise stations, a senior walking path, a childrens' play area, and the like;

(c) The programming shall also include Foundation programs as appropriate.

(d) The City shall incorporate into the programming for the Youth Park other uses identified by the local community that will enhance the Youth Park as a safe haven for at-risk youth to participate in a variety of programs, including non-athletic programs; and

(e) As necessary and requested by the Foundation, the City and the Wakeman Club shall make available to the Foundation during normal business hours at a location in Bridgeport, Connecticut, all records created for and related to the Youth Park, including but not limited to, facility records, program records, maintenance records, and related business records.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed and sealed as of the day and year first above written.

THE OWNER:

CITY OF BRIDGEPORT

By: _____
Bill Finch, Mayor

Date: _____

STATE OF CONNECTICUT)
) SS.: At: Bridgeport
COUNTY OF FAIRFIELD)

I hereby certify that on this _____ day of _____, 2011, before me, the subscriber, personally appeared Bill Finch, who acknowledged himself to be the Mayor of the City of Bridgeport and he acknowledged the execution of the foregoing instrument to be his free act and deed in such capacity and the free act and deed of the City.

Witness my hand and Seal.

My Commission expires: _____ _____

Notary Public
Commissioner of the Superior Court

THE FOUNDATION:

CAL RIPKEN, SR. FOUNDATION, INC.,

By: _____(SEAL)
Steve Salem, Executive Director

Date: _____

STATE OF MARYLAND)
) SS.:
CITY/COUNTY OF BALTIMORE)

I hereby certify that on this _____ day of _____, 2011, before me, the subscriber, a Notary Public in and for the State and City/County aforesaid, personally appeared Steve Salem, who acknowledged himself to be the Executive Director of **CAL RIPKEN, SR. FOUNDATION, INC.**, a Maryland corporation, and s/he acknowledged the foregoing instrument to be the act of said corporation.

Witness my hand and Notarial Seal.

My Commission expires: _____ _____
Notary Public

Addendum No. 1
to
Agreement to Create a Youth Development Park

Core Project Partner Requirements

National Youth Development Park Case Statement

The Need:

In many communities nationwide where crime rates are highest and the need is greatest, children are often denied opportunities to participate in instructional or competitive after-school programs; or simply a safe place to play. Young people are consistently denied access to mentors or coaches who care about their well-being and success. Many urban ball fields and parks have deteriorated after decades of neglect, are overrun with trash, and are frequently used as a market place for criminal activity. Those growing up in such disinvested neighborhoods often experience high rates of negative and delinquent behavior, learning disabilities, physical health problems, and feel little hope for the future.

The Solution:

To help address these problems, and provide a positive supportive environment for children, the Cal Ripken, Sr. Foundation is working in local communities across the country to develop and construct synthetic-surface Youth Development Parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for kids who desperately need a guiding hand. These Parks will not only help fill a critical void, but help transform communities where the need is so great.

One of the keys to success will be our partnership with existing organizations within these communities. Partnering with the likes of Boys & Girls Clubs, YMCA's, Parks & Recreation, and inner-city schools, where these young people are attending on a daily basis, gives us "standing" so that we are not seen as outsiders coming to solve "someone else's problem" -- a longstanding challenge for national organizations in the past. In addition we have the strength of the Ripken name to foster trust in these communities. Few people today are more trusted and supported than Cal.

Upon completion of each Park, the Cal Ripken, Sr. Foundation will gift the field to that community, and to the local program partner, where thousands of youth will have daily access, and ownership of their beautiful new park.

Addendum No. 2
to
Agreement to Create a Youth Development Park

CRSF Mission Statement

The Cal Ripken, Sr. Foundation helps build character and teach critical life lessons to disadvantaged young people living in America's most distressed communities through baseball and softball themed programs.

Addendum No. 3
to
Agreement to Create a Youth Development Park

Operations and Management Agreement
Between City of Bridgeport and Wakeman Boys & Girls Club

[TO BE ADDED AFTER EXECUTION THEREOF]

Addendum No. 4
to
Agreement to Create a Youth Development Park

RESOLUTION APPROVED MAY 6, 2011 BY
CITY OF BRIDGEPORT
BOARD OF PARKS COMMISSIONERS

WHEREAS, the Cal Ripken, Sr. Foundation, a not-for-profit corporation ("Foundation") is interested in constructing a youth development park ("Youth Park") at Longfellow Park in the West Side of Bridgeport similar to numerous other youth development parks that it is planning or constructing in other cities;

WHEREAS, the Foundation expects to raise a total of $1.2 million, inclusive of a $500,000 match from the City of Bridgeport, that will be sufficient to construct the Youth Park and to provide for initial equipment and operating costs;

WHEREAS, the Foundation has approached and Wakeman Boys & Girls Club ("Wakeman") has agreed to become involved in the operation of the Youth Park, which will continue to remain under the jurisdiction and control of the Board of Parks Commissioners ("Commission");

WHEREAS, the Foundation and the Commission intend to enter into a development agreement ("Development Agreement") to provide for the design and construction of the Youth Park, the use of funds, and the commencement of operations in 2011;

WHEREAS, the Foundation, the Commission and Wakeman intend to enter into an operating agreement ("Operating Agreement") that will provide for the scheduling and coordination of annual use, maintenance and repair of the Youth Park on an ongoing basis, and the like; and

WHEREAS, the Commission supports the use of Longfellow Park for the creation of the Youth Park.

NOW, THEREFORE BE IT:

RESOLVED, that Longfellow Park shall be used for purposes of a Youth Park similar to other such parks built or to be built by the Foundation to be constructed in Longfellow Park for Bridgeport residents and other users that the Commission approves pursuant to the terms of a Development Agreement to be entered into by the Foundation and the Commission;

FURTHER RESOLVED, that the Commission is willing to enter into an Operating Agreement among the Foundation, the Commission, and Wakeman for a period of 20-years, with extensions of the term provided on conditions deemed mutually agreeable by all parties;

FURTHER RESOLVED, that the Commission shall continue to have authority over Longfellow Park, its use, maintenance, operation, security and the like and agrees to work with Wakeman and the Foundation to coordinate and schedule programs for Bridgeport youth, Bridgeport

residents and resident organizations such as, for example, the Black Rock Little League, the Bridgeport Recreation Department, the Board of Education and such other users as the Commission shall approve;

FURTHER RESOLVED, that the Director of Parks and Recreation, acting on behalf of the Commission, is authorized to execute a Development Agreement and an Operating Agreement related to the Youth Park, and is further authorized to take all necessary actions and do all necessary things to finalize an arrangement for the future use of Longfellow Park for the Youth Park consistent with the following general terms and conditions;

Proposer:	Cal Ripken, Sr. Foundation
Project:	Construction of a youth development park in Longfellow Park, Ocean Terrace, Bridgeport, CT
Funding:	Joint funding of $1.2 million, inclusive of $500,000 City match
City Match:	Neighborhood Revitalization Zone funds for beautification, which includes field renovation
Scope:	Construction of a baseball field, a walking track for senior citizens, bathroom facilities, a children's playscape, landscaping, etc., at a cost to construction of approximately $1.2 million
Property Owner:	City of Bridgeport
Park Jurisdiction:	City of Bridgeport Board of Parks Commissioners
Operator:	Wakeman Boys & Girls Club
Users:	Exclusive daytime use on weekdays for Longfellow Elementary School; Commission to determine and approve and Wakeman to coordinate non-school hour weekday and weekend usage between and among Wakeman programs, BOE programs, Bridgeport youth organizations, City Recreation Department, and other users; annual schedule of events and users to be submitted annually to Commission for approval
Development Agreement:	City and Foundation will enter into a Development Agreement providing for the construction of the Youth Park by the Foundation, and the Foundation agrees to utilize Bridgeport

minority business enterprises and local residents as reasonable and feasible

Operating Agreement:	Commission, Foundation and Wakeman will enter into an operating agreement relating to the operation, use, scheduling, maintenance, repair and security of the Youth Park, including the creation of a capital reserve fund; Foundation will provide initial operations funding within the initial $1.2 million budget; Wakeman will provide and develop programs, provide equipment, and seek funding for ongoing operations; Foundation will work with Wakeman on future fundraising for operations; the Operating Agreement will be for an initial term of twenty (20) years, with the possibility for extensions on terms mutually agreed by all parties
Completion:	Summer or fall of 2011 depending on completing initial fundraising and obtaining necessary permits and approvals

Addedum No. 5
to
Agreement to Create a Youth Development Park

RESTRICTIVE COVENANT

THIS DEED OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Agreement") is made as of the ____ day of _____, 2011, by and between **CITY OF BRIDGEPORT,** a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (the "**City**" or "**Owner**"), and **CAL RIPKEN, SR. FOUNDATION, INC.**, a Maryland corporation, having a principal place of business at 1427 Clarkview Road, Suite 100, Baltimore, MD 21209 (the "**Foundation**"). Owner and Foundation are sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Owner is the owner in fee simple title of that certain piece or parcel of land known as Longfellow Park in the City of Bridgeport more particularly described in **Exhibit A** annexed hereto (the "**Property**");

WHEREAS, by virtue of that certain Agreement to Create a Youth Development Park between the Parties dated _____, 2011 ("**Development Agreement**"), a notice of which has been recorded in the Bridgeport Land Records pursuant to the authority granted under Section 47-19 of the Connecticut General Statutes, the Owner and the Foundation desire that the Parties raise sufficient funds to ensure the construction of a youth park, that the Foundation oversee the design and construction of a youth park as a youth-development baseball/softball themed complex on the Property (the "**Youth Park**"), that the Foundation donate the Youth Park and all improvements made to the Property upon completion to the City of Bridgeport for uses consistent with the Development Agreement, and that the Owner operate and manage the Youth Park in partnership with an existing local youth development organization approved by the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed as follows:

1. **Term of Agreement; Renewal.** The initial term hereof (the "**Term**") shall commence on the date hereof (the "**Commencement Date**"), and shall end, unless earlier terminated pursuant to the terms hereof, at midnight twenty (20) years after the Completion Date (defined below) (the "**Expiration Date**"), unless earlier terminated or unless extended by mutual agreement of the Parties. Subsequent to the Expiration Date, for so long as the Foundation (or an affiliate of the Foundation) is conducting programs consistent with this Agreement and the Foundation's stated mission of helping to build character and teach critical life lessons to at-risk youth through baseball and softball-themed programs (the

"**Mission**"), this Agreement shall automatically renew on a year-to-year basis, effective as of the Expiration Date, and annually thereafter unless terminated in accordance with this Agreement. The foregoing notwithstanding, the Foundation may terminate this Agreement after the Expiration Date by written notice to the Owner given no later than six (6) months before the next succeeding anniversary of the Expiration Date unless the Parties have mutually agreed in writing to extend the Initial Term of this Agreement, notice of which shall also be recorded in the Bridgeport Land Records.

2. **Construction of Improvements.**

(a) Adequate Funding. The Foundation's obligation to prepare the Plans and construct the Improvements (each as hereinafter defined) is subject to the condition precedent that the Owner shall have obtained and committed the portion of funding it has agreed to fund for the construction of the Project and the Foundation shall have obtained and committed the portion it has agreed to fund for the construction (collectively, the "**Funding**") in such amount as the Foundation shall deem adequate to construct the Project based on the Foundation's design and construction cost estimates for the Improvements and all "soft costs" related thereto ("**Budget**") and the Conceptual Plan (as hereinafter defined) for the Youth Park, copies of which shall be promptly provided to Owner initially and whenever they are substantially amended. If the Foundation has not obtained the Funding by December 31, 2011, the Foundation may, at its sole option, terminate this Agreement by giving written notice to the Owner, in which event this Agreement shall be cancelled, the Owner and the Foundation shall have no further rights or obligations under this Agreement except for those obligations that are stated to survive termination, all Funds contributed by the Owner shall be returned to it promptly, and the Foundation shall be entitled to retain any balance of the Funds. The Foundation shall not commence the construction of the Improvements prior to the satisfaction of this condition precedent related to Funding, unless otherwise agreed to by the Foundation in writing.

(b) Plans. The Owner has previously approved the conceptual design plan (the "**Conceptual Plan**") for the Project provided by the Foundation, a copy of which is attached hereto as **Exhibit B**. Upon the Foundation's having obtained the Funding (or earlier in the Foundation's sole discretion), the Foundation shall prepare the architectural plans, construction documents and drawings and such other documents needed for the design and construction of the Improvements (the "**Plans**"), substantially consistent with the Conceptual Plan, and shall provide copies thereof to the Owner for its input. The Owner shall have the right to review the Plans and to provide the Foundation with comments and suggested changes thereto, however, the Owner shall have no right to require the Foundation to make any changes to the Plans.

(c) Permits. The Foundation shall, at its sole cost and expense, obtain all requisite licenses, permits and other approvals for the construction of the Improvements on the Property (collectively, the "**Permits**") from the applicable authorities and the Owner will assist the Foundation and support its Permit applications. The Foundation's obligation to construct the Improvements is subject to the condition precedent that the Foundation shall have obtained all of the Permits. If the Foundation has not obtained the Permits by July 31, 2012, then the Owner and the Foundation shall each have the right to terminate this Agreement by giving written notice to the other, in which event this Agreement shall be cancelled, and the Owner and the Foundation shall have no further rights or obligations under this Agreement except for those rights or obligations that are specifically stated to survive

termination set forth herein. Additionally, the Owner shall, at its sole cost and expense, execute and deliver any and all public utility easements and other such instruments that may be required to construct and operate the Improvements.

(d) Construction. Provided that the Foundation first obtains all Permits and obtains the Funding, the Foundation shall cause to be constructed upon the Property the site improvements (including, but not limited to, grading, installation of storm water management facilities, utilities, and other infrastructure work), buildings, structures, and other improvements comprising the Project as shown in the approved Plans (collectively, the "**Improvements**"). Such construction shall commence within sixty (60) days after the later to occur of the date that the Foundation has obtained all Permits or the date that the Foundation has secured the Funding. The Foundation shall complete the construction of the Improvements and achieve Substantial Completion (defined below) within one hundred eight (180) days after the issuance of a building permit; provided, however, that should there exist any unknown subsurface conditions, contamination, casualties or natural disasters that are not otherwise covered by the Foundation's or its contractor's insurance proceeds ("**Unexpected Events**") which causes any delay of the construction, then the date for Substantial Completion shall be extended under the provisions of Force Majeure for such period of time until the City has corrected the hindering condition. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the Improvements when the Improvements or designated portion thereof are sufficiently complete in accordance with the Plans such that they may be utilized for their intended use.

(e) Construction Easement. The Owner does hereby grant and convey to the Foundation, its agents, contractors, employees, successors and assigns, a non-exclusive easement and right of ingress and egress to access the Property during the Initial Term and any extension of the Initial Term agreed to by the Parties for the performance of the Foundation's obligations described herein, and for the performance of the Foundation's further obligations under this Agreement.

(f) Other Approvals. The Foundation shall, , with the Owner's cooperation, including but not limited to the execution of applications for such approvals, request and obtain any and all other approvals, consents, and other conditions precedent to the development of the Project as contemplated by this Agreement, whether pursuant to any instrument of record or otherwise binding upon the Property, if any. The Foundation, as a part of its preparation of the Plans, shall prepare and provide the Owner with all documents and drawings required in connection with the Foundation's obtaining such approvals and consents.

(g) Insurance. The Foundation shall be required to obtain and maintain the following insurance coverages:

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen solely out of operations conducted by the Foundation at the Property. Coverage shall include contractual liability with limitations of $5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury and personal injury.

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

Builder's Risk Comprehensive Insurance, effective upon commencement of the construction of any Improvements at the Property, with endorsements for fire, extended coverage, and vandalism insurance, in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the Property and the Improvements, and in any event, in amounts not less than one hundred (100%) percent of the fair market value of the Property and Improvements. For the purpose of this paragraph, the aforesaid policy of Builder's Risk Comprehensive Insurance, if carried by the general contractor who has contracted to construct the Improvements (as evidenced by a copy of the policy affording such coverage or a certificate of insurance evidencing the same and containing all of the requirements for insurance set forth herein), need not be carried by the Foundation.

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

General requirements. All policies shall include the following provisions:

Cancellation notice—Owner shall be entitled to receive from the Foundation or the Foundation's insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to Owner at the address for notice set forth in this Agreement.

Certificates of Insurance—All policies will be evidenced by a certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting the Owner's status as an additional insured party by endorsement and further evidencing all coverages required.

Additional insured—In instances where the Owner has an insurable interest in the Property and the Owner has given prior written notice to the Foundation of such insurable intent, the Foundation will arrange with its respective insurance agents or brokers to name the Owner as an additional insured party by endorsement on all policies of primary and excess insurance coverages. The Foundation shall submit to the Owner upon execution of this Agreement and periodically thereafter, evidence of the continuing existence of the required insurance in the form required hereby. Such certificates shall specifically designate the Owner in the following form and manner:

City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns, ATIMA

45 Lyon Terrace
Bridgeport, Connecticut 06604

(h) Removal of Liens. In the event any mechanic's or materialmen's lien shall at any time be filed against the Property allegedly by reason of work, labor, services or materials performed or furnished to the Foundation for work or materials performed or used with respect to the Project, the Foundation shall within ten (10) business days cause the same to be discharged or bonded.

(i) Force Majeure. The Parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental pre-emption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any Party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties or compensation, for example, and may result in the need to modify the Agreement accordingly.

(j) Donation. The Foundation agrees that, upon completion of the construction of the Youth Park and all improvements related thereto and issuance of a certificate of occupancy, it will donate the Youth Park and all improvements to the Owner to be used consistent with the Development Agreement and this Agreement.

3. **Representations and Warranties.**

(a) By the Owner. The Owner hereby represents and warrants that:

(i) the Owner has the full right and legal authority to enter into this Agreement;

(ii) the Owner owns good and marketable fee simple absolute title to the Property, free and clear of all contracts, agreements, leases, tenancies, occupancies, covenants, restrictions, liens, violations, encumbrances or defects in title of any kind or nature whatsoever;

(iii) no easements are required for vehicular and pedestrian access to and from the Property and the Property has a means of ingress and egress directly to and from each public roadway abutting the Property;

(iv) there are no violations of any zoning or building laws which affect the Property or the use thereof for the Project;

(v) neither the Owner nor any other person or entity, has caused or permitted the generation, treatment, storage, disposal or release of Hazardous Materials in, on or under the Property, and the Owner knows of no violation or alleged violation of any Environmental Laws (defined below), at, to, or from the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" as defined under federal, state or local laws, ordinances and regulations relating to environmental protection (collectively, "Environmental Laws"). The Owner shall, within five (5) business days after full execution of this Agreement provide the Foundation with a copy of any and all environmental reports, inspections, investigations, studies, audits, tests, reviews, governmental communications or other analyses in the Owner's possession or control relating to the Property or any portion thereof;

(vi) there are no underground storage tanks, active or abandoned, in, on or under the Property;

(vii) there is no pending, nor, to the best of the Owner's knowledge, threatened, litigation or other legal or administrative proceeding or investigation affecting or related to the Property; and

(viii) the Owner has not received any notice and has no knowledge of the commencement of eminent domain proceedings affecting the Property.

(b) By the Foundation. The Foundation hereby represents and warrants that:

(i) the Foundation has the full right and legal authority to enter into and perform its obligations under this Agreement;

(ii) should the Foundation use the Project, such use shall be consistent with the Foundation's Mission; and

(iii) once commenced the Project will be completed in a good and workmanlike manner in accordance with the Plans.

4. **Management and Operation Duties.** Upon Substantial Completion of the Improvements, or such earlier date as is provided below, the Owner shall, at its sole cost and expense, be fully and solely responsible for the management, maintenance, and operation of the Project, and shall have the right to engage a manager of the day-to-day operartions of the Project such as the Wakeman Boys and Girls Club of Southport, Connecticut ("**Wakeman Club**"), on terms and conditions approved by the Foundation and to carry out the duties as set forth below:

(a) Day-to-day management and operation of the Project, including, but not limited to, the scheduling and management of events at the Project, in compliance with all

applicable laws, ordinances, rules and regulations, and this Agreement, and consistent with the Foundation's Mission of serving at-risk children, and for no other use or purpose without the prior written consent of the Foundation. The Foundation hereby consents to the use of the walking track by the residents of the City of Bridgeport provided such use does not interfere with the use of the Project by at-risk children.

(b) At all times keep and maintain the Project, and all features, aspects and components thereof, clean and in good order and repair and operating condition, including, without limitation:

(i) routine cleaning and maintenance of the Improvements, provision of security to the Project, the provision of utilities to the Project, and all other aspects of the day-to-day management and operation of the Project and the programs conducted there; and

(ii) long-term maintenance of the Improvements, including, but not limited to, repairs, replacements and capital improvements.

(c) Although the Owner is self-insured, it shall have the option of engaging the Wakeman Club to operate the Project ("**Operator**") and maintain insurance coverage with respect to the Project and Improvements, issued by one or more insurance companies qualified or authorized to do business in the State of Connecticut and having an A.M. Best Company financial and performance rating of A-IX or better or other rating acceptable to the Owner, including:

(i) a policy of property and casualty insurance insuring against loss or damage by fire or other hazards, under a policy or policies covering such risks as are presently included in "special form" (also known as "all risk") coverage, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke, vandalism, and malicious mischief, in an amount not less than the full replacement value of the Improvements. No policy of insurance shall be written such that the proceeds thereof will produce less than the minimum coverage required by this paragraph by reason of co-insurance provisions or otherwise; and

(ii) comprehensive (also known as commercial) general liability insurance on an "occurrence" basis against claims for "personal injury" liability and liability for death, bodily injury and damage to property, products and completed operations, with coverage in the minimum amounts of $3,000,000 per occurrence and $5,000,000 with respect to the aggregate of all occurrences during any given annual policy period. Such policy shall name the Owner and the Foundation, their respective officials, agents, employees, officers, trustees, successors and assigns as additional insured parties by policy endorsement, effective as of the date of this Agreement.

With respect to all such policies, the Owner or the Wakeman Club shall obtain from its insurer(s) a policy clause to the effect that the insurer shall not cancel or change the terms of such insurance policy or policies without first giving the Foundation at least thirty (30) days prior written notice thereof. A certificate of insurance made by the issuer shall be delivered to the Foundation within fifteen (15) days after ownership of the Improvements has been transferred to the Owner. In the event of a casualty, the Owner shall be obligated to re-construct the Improvements as nearly as practicable to their condition prior to the casualty.

(d) Development of appropriate written agreements governing the use of the Improvements by parties other than the Owner and the Foundation, including Wakeman, and the supervision of such use by the Owner, the Wakeman Club and any other third parties, the use of the Improvements being subject to this Agreement.

(e) Promulgation of reasonable rules and regulations governing the use of the Improvements by parties other than the Owner, the Foundation and the Wakeman Club.

(f) Preparation of an annual operating budget for the operation of the Project consistent with the permitted uses of the Project. Budgets will be prepared either on a calendar year or, at the Owner's option, on a fiscal year basis to correspond with its fiscal year.

(g) Collection of operating revenue generated by the Project and payment of associated expenses.

(h) Consultation with the Foundation on a regular basis with regard to discretionary decisions related to the operation and management of the Project.

(i) Maintenance of accurate and complete books and records with regard to its management of the Project, and provide the Foundation with access to such books and records upon reasonable prior notice.

5. **Use of the Improvements.** The Parties agree that the Improvements shall be used exclusively for the following uses, events and programs, unless otherwise agreed to in writing by the Parties from time to time:

(a) Youth activities consistent with both the Foundation's Mission, the mission of the Wakeman Club, and the Owner's charitable mission.

(b) The Foundation's "Healthy Choices, Healthy Children", "Badges for Baseball" and similar programs sponsored and conducted by the Foundation from time to time and related activities, including, but not limited to, summer camps.

(c) Baseball and softball programs, and any other programs to be engaged in by at-risk youth conducted and/or sponsored by the Owner.

(d) To the extent that scheduling permits, baseball and softball games and tournaments conducted and/or sponsored by private leagues; provided, however, the same shall not take precedence over, or otherwise conflict with, the scheduling of events and programs consistent with subsections 5(a)-(c) above.

(e) The Foundation shall have the right to use the Project for at least ten (10) days each calendar year for activities consistent with its Mission. The Foundation and the Owner shall coordinate their respective schedules in order to avoid conflicts in dates of usage of the Project.

6. **Reports of Events.** Annually during the Term of this Agreement, prior to December 1 of each calendar year, the Owner shall furnish to the Foundation a report which contains the number of at-risk children anticipated to be served during the upcoming calendar

year with a summary of the programs anticipated to be conducted by the Owner and Wakeman and the local organizations that are expected to use the Project.

7. **Indemnification.** To the fullest extent permitted by law, the Foundation and the Owner (as applicable, the "**Indemnitor**") shall each indemnify, hold harmless and defend the other party (the "**Indemnitee**"), its agents, contractors, employees, successors and assigns from and against any and all liabilities, obligations, demands, causes of action, losses, expenses and damages, arising out of or based upon (i) the Indemnitor's performance of (or failure to perform) its duties hereunder, (ii) the conduct by the Indemnitor at the Project of its programs as specified herein, and (iii) the violation of any laws or negligence or wilfull misconduct by the Indemnitor or its affiliates, agents, contractors or employees, except for acts or omissions of the Party seeking indemnification, including costs and expenses, including reasonable attorneys' and consultants' fees, provided, however, that the Indemnitor shall not be responsible or obligated for claims to the extent they arise from the acts and conduct of the Indemnitee. To the extent that a party knows or has reason to know that an event giving rise to a claim for indemnification has occurred, the party shall deliver promptly a notice requesting indemnification by the other party ("**Tender of Defense**"). The Indemnitee shall not be entitled to reimbursement of legal costs and expenses unless and until the Indemnitee delivers to the Indemnitor a Tender of Defense and allows the Indemnitor a reasonable time to accept the Tender of Defense and to respond thereto. The provisions of this paragraph shall survive expiration or any termination of this Agreement.

8. **Condemnation**. If, as a result of eminent domain proceedings, there should be a taking of all or any material portion of the Property or the right of access to the Property, then this Agreement, at the option of either party, shall terminate upon the giving of notice to the other. If neither party so terminates this Agreement, then the Owner shall restore as far as is practicable the Project to a condition permitting a resumption of its intended use. The Owner will advise the Foundation immediately upon receipt of notice of the commencement of proceedings by any authority having eminent domain powers to acquire any part of the area in the Property. In the event of a taking, or a conveyance in lieu of a taking, resulting in the termination of this Agreement, the Owner and the Foundation will cooperate in applying for and prosecuting a claim for that taking and agree that the aggregate net award after deducting expenses and costs, including reasonable attorneys' fees, incurred in connection therewith payable to both the Owner and the Foundation shall be paid to the Parties (or if required, to any mortgagee) and distributed as follows: (i) the Foundation shall receive so much of the net award as shall compensate it for the undepreciated value of the Improvements; and (ii) the Owner shall receive the balance thereof.

9. **Right of First Offer**. If the Owner desires to sell the Property, the Owner shall give written notice to the Foundation of the same and, if the Foundation is interested in purchasing the Property, negotiate exclusively and in good faith with the Foundation, but such requirement of good faith and exclusive negotiations shall not exceed thirty (30) days after such notice, and thereafter the Owner may negotiate and enter into an agreement with any third party, provided that the Owner may not sell the Property for an amount less than the amount offered by the Foundation to purchase the Property. In determining the amount the Foundation would be required to pay should the Owner accept the Foundation's offer, the Foundation shall be given credit against the purchase price for an amount equal to costs incurred by the Foundation in constructing the Project, less depreciation. In any event, no such sale shall have any adverse effect on this Agreement, it being understood that this Agreement runs with the land and is therefore binding on the successor owners of the

Property.

10. **Default.**

(a) The failure of either Party to perform its material duties hereunder, which default is not cured within thirty (30) days after written notice thereof, shall constitute an "Event of Default" hereunder and a breach of this Agreement by the defaulting Party; provided, however, that if the default is of such a nature that it cannot be cured within such 30-day period, there shall be no Event of Default if a cure is commenced within such 30-day period and thereafter is diligently pursued to completion.

(b) Any delay in performance hereunder by either Party due to force majeure shall be excused and shall not be considered grounds to declare a default hereunder. Cure periods hereunder shall extend in proportion to such delays.

11. **Remedies upon Default.**

(a) Foundation Remedies. Upon an Event of Default by the Owner hereunder, which default is of such a nature so as to legally or practically deprive the Foundation (or others, as contemplated by this Agreement), of the use of the Improvements for the conduct of its programs as contemplated by this Agreement, the Foundation may terminate this Agreement by written notice to the Owner, in which case the Owner shall be liable for liquidated damages equal to the unamortized/undepreciated construction costs of the Improvements, based upon a thirty (30) year amortization of such costs, computed as of the date of termination of the Agreement under this Section minus the Owner's Funding (for purposes hereof, the Owner's Funding shall be deemed to have been amortized on a constant yearly basis over a thirty (30) year period). The Parties agree that, based upon the Foundation's share of the Funding for the Project, the aforesaid sum constitutes a reasonable estimate of the Foundation's damages in the event of the Owner's default hereunder and is not a penalty. In lieu of terminating this Agreement, the Foundation shall have the right (i) to institute an action for specific enforcement of the Owner's obligations hereunder, and/or (ii) to cure the Event of Default (if susceptible to cure by a party other than the Owner) and to charge the Owner for the out-of-pocket expenses incurred by the Foundation in exercising such self-help remedy. Neither Party shall be liable for any special, indirect, incidental or consequential damages, of any nature, including, without limitation, loss of actual or anticipated profits or revenues, loss of use, cost of capital, incurred by a Party as the result of an Event of Default, other than the damages specifically provided for herein.

(b) Owner Remedies. Upon an Event of Default by the Foundation hereunder, the Owner's sole remedy shall be to terminate this Agreement by written notice to the Foundation and to file an owner's affidavit pursuant to the provisions of Section 47-12a of the Connecticut General Statutes, and upon the filing of such affidavit in the Bridgeport Land Records, this Agreement shall be released as an encumbrance upon the Property and all agreements between the Foundation and the Owner in connection with the Property and the Project shall be cancelled and the Parties shall have no further obligation to each other except for those provisions which are specifically stated to survive termination.

12. **Dispute Resolution.** Any controversy, claim, cause of action or other dispute ("Dispute") relating to this Agreement or the interpretation thereof, which cannot be resolved

by informal negotiations between the Parties, shall be resolved through a court of law located in Fairfield County, Connecticut having jurisdiction over the parties.

13. **Assignment; Successors.** Neither Party shall assign its duties and obligations hereunder without the prior written consent of the other Party.

14. **Effect of Agreement.** This Agreement and the terms hereof shall encumber and run with the title to the Property and shall bind be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

15. **Relationship of the Parties.**

(a) Each Party shall be deemed to be an independent contractor in its performance hereunder such that neither Party nor any employee or agent of either Party shall be deemed an agent of the other Party, unless otherwise agreed in writing by the Parties.

(b) Except as specifically granted herein, no Party shall obtain any rights under this Agreement to use, and shall not use, the names, marks, logos or other intellectual property of any other Party in any manner without the express prior written approval of such other Party in each instance, whether in connection with the subject matter of this Agreement or otherwise.

16. **Notices**. Any notice, request or demand or other communication required or permitted to be given pursuant to this Agreement (each, a "**Notice**") shall be in writing and shall be deemed sufficiently given if delivered by hand at the address of the intended recipient (set forth below); sent by a reputable overnight delivery service, prepaid, with instructions to deliver on the next business day; or sent by United States first class mail, registered or certified, postage prepaid, with return receipt requested; and addressed as follows (or to such other address as may have been specified by the addressee party in a written notice previously given to the sender party in accordance with this Section):

If to the Owner:

Director of Parks and Recreation
City of Bridgeport
999 Broad Street, Second Floor
Bridgeport, CT 06604

With a copy to:

Office of the City Attorney
City of Bridgeport
999 Broad Street, Second Floor
Bridgeport, CT 06604

If to the Foundation:

Cal Ripken, Sr. Foundation, Inc.
1427 Clarkview Road, Suite 100
Baltimore, MD 21209
Attn: Executive Director

With a copy to:

Shapiro Sher Guinot & Sandler
36 S. Charles Street, Suite 2000
Baltimore, Maryland 21201
Attn: Lonnie M. Ritzer, Esq.

Any Notice given in accordance with this Section shall be deemed to be given and delivered as of (i) the date of actual delivery, if delivered by hand; (ii) the first (1st) business day following deposit with a reputable overnight delivery service, if sent by such overnight delivery service, prepaid, with instructions to deliver on the next business day; or (iii) the third (3rd) day following deposit with the United States Postal Service, if sent by United States first class mail (registered or certified, postage prepaid, with return receipt requested).

17. **No Waiver.** The failure of a Party at any time to require performance hereunder by the other Party of any provision hereof shall in no way affect the right of such Party to require such performance at any time thereafter, nor shall any waiver by a Party of a breach hereof or default hereunder by the other Party constitute a waiver of any succeeding breach of or default under the same or any other provision hereof.

18. **Entire Agreement.** This Agreement, the exhibits attached hereto and forming a part hereof, the Development Agreement, all the covenants, promises, agreements, conditions and understandings between Parties related to this Agreement constitute the entire agreement, and the Parties agree that there are no covenants, promises, agreements, conditions or understandings, either written or oral, between them other than as are set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the Parties unless reduced to writing and signed by both Parties.

19. **Headings and Section Numbers.** The headings and section numbers herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections hereof.

20. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to whom it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition hereof shall be valid and be enforceable to the fullest extent permitted by law.

21. **Miscellaneous.**

(a) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise one and the same Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

(c) If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday observed in the City of Bridgeport, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Parties have caused these presents to be executed and sealed as of the day and year first above written.

THE OWNER:

By: _____
Name: Bill Finch
Title: Mayor
Date: _____, 2011

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

I hereby certify that on this _____ day of _____, 2011, before me, the subscriber, personally appeared _____, who acknowledged her/himself to be the Mayor of the City of Bridgeport and s/he acknowledged the foregoing instrument to be his free act and deed and the free act of said party.

Witness my hand and Seal.

_____
Notary Public
My Commission expires: _____
Commissioner of the Superior Court

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

THE FOUNDATION:

CAL RIPKEN, SR. FOUNDATION, INC.,
a Maryland corporation

By: _____(SEAL)
Steve Salem, Executive Director

Date: _____

STATE OF MARYLAND)
) ss:
CITY/COUNTY OF BALTIMORE)

I hereby certify that on this _____ day of _____, 2011, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steve Salem, who acknowledged himself to be the Executive Director of **CAL RIPKEN, SR. FOUNDATION, INC.**, a Maryland corporation, and s/he acknowledged the foregoing instrument to be the act of said corporation.

Witness my hand and Notarial Seal.

My Commission expires: _____ _____
Notary Public

EXHIBIT A
TO
DEED OF EASEMENTS, COVENANTS AND RESTRICTIONS

Legal Description of Property

EXHIBIT B
TO
DEED OF EASEMENTS, COVENANTS AND RESTRICTIONS

Concept Plan

COMM. #126-10 (B)

RESOLUTION

WHEREAS, the Cal Ripken, Sr. Foundation is working in local communities across the country to develop and construct synthetic-surface parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for youth who desperately need a guiding hand. These parks will not only help fill a critical void, but help transform communities where the need is so great;

WHEREAS, the Foundation seeks to work with the City and local community-based organizations as part a joint effort to create a local Youth Development Park at the site of Longfellow Park in the West Side of the City;

WHEREAS, the Foundation and the City have agreed to raise the necessary funding to create a Youth Development Park;

WHEREAS, the City has agreed to contribute $500,000 to the creation of the Youth Development Park and the Foundation has raised the necessary additional private funds to meet the agreed budget for the design, permitting, construction and initial equipment needs of the Park;

WHEREAS, the Foundation and the City have agreed to a conceptual plan for the Youth Development Park and shall agree to the final design that incorporates appropriate signage designating it as another Cal Ripken, Sr. youth development park similar to other parks that the Foundation has sponsored and constructed;

WHEREAS, the design includes a synthetic surface baseball-softball field that can also accommodate youth soccer, a play area for younger children, and a walking path for passive exercise on the perimeter of the Park for use by senior citizens and other adults;

WHEREAS, the Foundation has agreed to construct the Youth Development Park in accordance with the Approved Plans and the Approved Budget and, upon the issuance of a certificate of occupancy for the Youth Park, the Foundation has further agreed to donate to the City the improvements constituting the Youth Development Park for use in accordance with this Agreement;

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 designating Longfellow Park between Ocean Terrace and St. Stephen's Road, Bridgeport, C as the location for the Youth Development Park;

WHEREAS, the Bridgeport Parks and Recreation Department, will have general oversight of the Youth Park, including approval of scheduling, youth and youth groups to be served, program components, security, maintenance and repair;

WHEREAS, the City of Bridgeport shall have primary responsibility for maintaining and repairing the Youth Development Park; and

WHEREAS, the Foundation and the City have approached the Wakeman Boys' and Girls' Club of Southport, Connecticut, a not-for profit club dedicated to youth development through educational and recreational activities, to operate the facility under the terms and conditions of an operating agreement pursuant to which the Wakeman Club will become the day-to-day operator working with the Bridgeport Parks and Recreation Department to coordinate activities and users, including but not limited to programs for Bridgeport youth operated by the Wakeman Club, the Parks and Recreation Department, and the Foundation.

NOW, BE IT RESOLVED:

THAT the Management and Operations Agreement submitted herewith is approved substantially in the form presented; and

THAT the Mayor or his designee are each hereby authorized to take all necessary actions and do all necessary things in furtherance of this resolution and the aforesaid agreement.

MANAGEMENT AND OPERATIONS AGREEMENT

BETWEEN

THE CITY OF BRIDGEPORT, CONNECTICUT,
THE CAL RIPKEN, SR. FOUNDATION

AND

WAKEMAN BOYS & GIRLS CLUB

Draft June 29, 2011 (City)

MANAGEMENT AND OPERATIONS AGREEMENT

This Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2011, between and among the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, acting through its Board of Parks Commissioners, 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**"), the **WAKEMAN BOYS & GIRLS CLUB**, a not-for-profit Connecticut corporation, having a principal address at 385 Center Street, Southport, CT 06890 ("**Wakeman**"), and the **CAL RIPKEN, SR., FOUNDATION**, a not-for-profit Maryland corporation, having a principal address at 1427 Clarkview Road, Suite 100, Baltimore, MD 21209 **("Foundation").**

WHEREAS, the. Foundation is working in local communities across the country to develop and construct synthetic-surface, multi-purpose, low-maintenance facilities to serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for at-risk youth who desperately need a guiding hand, and seeks to work with local governments and local community-based organizations as a partnership in the creation of a local Youth Development Park;

WHEREAS, the Foundation and the City have agreed to finance and develop a Youth Development Park at Longfellow Park located between Ocean Terrace and St. Stephen's Road, Bridgeport, CT pursuant to that certain development agreement between them dated _____, 2011, which is incorporated as **Exhibit A** as if fully set forth herein ("**Development Agreement**");

WHEREAS, the Foundation has agreed to construct the Youth Development Park and, upon the issuance of a certificate of occupancy, the Foundation has further agreed to donate the Youth Development Park to the City for use in accordance with this Agreement;

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 attached hereto as **Exhibit B** approving the construction of the Youth Development Park using the funds raised by the Foundation and the funds contributed by the City;

WHEREAS, the City will maintain general control of the Youth Development Park through its Board of Parks Commissioners and will annually approve the schedule of events, programs, program components, security, maintenance, repair and the like with the cooperation of the Bridgeport Parks and Recreation Department, the Foundation and Wakeman; and

WHEREAS, the Foundation and the City have approached Wakeman and Wakeman has agreed to be the day-to-day operator of the Youth Development Park pursuant to this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the City, the Foundation and Wakeman agree as follows:

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the meanings as specified herein whether stated in the plural or singular.

"Approved Schedule" or "Schedule" means the Permitted Events that the Board approves for each Season during the Term.

"Board" or "Parks Board" means the Bridgeport Board of Parks Commissioners, acting through decisions made at its regular and special meetings or acting through decisions of its Chairman in the interim period between Board meetings.

"Foundation Events" means approximately _____ (__) events per calendar year during the Term (defined herein) on which the Foundation may sponsor and present Foundation programs at the Site.

"Maintenance Obligations" means the respective maintenance, cleaning, litter pick-up and trash removal responsibilities of the City and Wakeman as more fully described herein.

"Operator" or "Wakeman" means the Wakeman Boys & Girls Club, a non-profit organization dedicated to the development of youth through recreation and educational programs, which has been selected by the Foundation and the City as the preferred operator of the Youth Development Park in charge of managing its day-to-day operations in accordance with this Agreement, the Approved Schedule and the Permitted Events.

"Permitted Events" shall mean all events that Wakeman and the City Department of Parks and Recreation submit annually on a proposed schedule to the Board (defined herein) for approval at the beginning of a Season (defined herein), including Wakeman programs, Recreation Department programs, Foundation Events (defined herein), and such other events consistent with the Development Agreement and this agreement as are approved by the Board, or the Chairman acting between Board meetings, on a case-by-case basis.

"Permitted Uses" means recreational and educational programs for at-risk youth and such additional park uses for the public, including the elderly, approved by the Board.

"Recreation Department" means the Bridgeport Department of Parks and Recreation, acting through its then-current Director or the Director's designee.

"Season" means a period of the year marked by special events or activities, such as league play or competition in youth baseball, softball or soccer of a specific duration or number

of games, which can encompass the spring, summer, fall and/or winter periods in a calendar year.

"Site" or "Project Site" means the real property owned by the City and commonly referred to as Longfellow Park located between Ocean Terrace and St. Stephen's Road, Bridgeport, CT where the Youth Development Park will be constructed and operated.

"Term" means the duration of this agreement and any extensions mutually agreed to by the Foundation and the City.

"Utilities" shall mean all required water, electric, and restroom services for the Youth Development Park.

"Ripken Youth Park" or "Youth Development Park" means the construction and operation of a youth development park at the Site approved by the Foundation and the City.

"Youth Park Standards" or "Standards" shall mean the facility operations, maintenance and program standards adopted from time to time by the Foundation which shall be incorporated by reference as **Exhibit C**.

1. **AGREEMENT TO OPERATE A YOUTH PARK.** The Foundation and the City have entered into the Development Agreement for the creation of the Ripken Youth Park and have identified and selected Wakeman, a well-known and respected local community-based organization that fosters youth development through recreational and educational programs that are consistent with the mission of the Foundation, as its preferred operator ("Operator"), and Wakeman has agreed to support and participate in the identification and approval of Permitted Uses and in supervising the day-to-day operations of the Youth Park pursuant to the terms of this Agreement.

2. **TERM; PERMITTED USES; PERMITTED EVENTS.**

(A) **Term.** The term of this agreement shall commence on the date that the Ripken Youth Park is substantially complete and approved for occupancy ("Commencement Date") and shall expire on a date that is twenty (20) years after the Commencement Date ("Term"). The agreement may be renewed by mutual agreement of the Foundation and the City.

(B) **Facilities to be Constructed on Site.** The Ripken Youth Park may be used for youth baseball-softball games, youth soccer, a play area for younger children, and for passive exercise for adults along a walking track or path located on the perimeter of the park ("Permitted Uses").

(C) **Schedule.** The City Department of Parks & Recreation and Wakeman shall meet and cooperatively prepare a schedule of youth events for the upcoming Season ("Schedule"), which Schedule shall be presented to, reviewed and modified by the Board of Parks

Commissioners on an annual basis in accordance with this agreement during every calendar year during the Term.

(D) **Permitted Uses.** The Parties agree that the Site and the Youth Development Park shall be used exclusively for the following uses, events and programs, unless otherwise approved by the Board from time to time:

a. Youth activities consistent with the Mission of the Foundation to help build character and teach critical life lessons to disadvantaged young people through baseball and softball-themed programs and related programs.

b. The Foundation's "Healthy Choices, Healthy Children", "Badges for Baseball" and similar programs sponsored and conducted by the Foundation from time to time and related activities, including but not limited to summer camps.

c. Baseball and softball programs conducted and/or sponsored by the City through its Recreation Department, and, with the City's approval and to the extent that scheduling permits and demand exists, similar programs conducted and/or sponsored by other public agencies and non-profit entities ("Outside Users") that promote youth development needs including character development, athleticism, fitness, wellness and any other practical use consistent with the Foundation's Mission. In addition, the Parties agree that allowing the Site to be used by Outside Users has the potential to generate revenue to offset the costs to operate, manage and maintain the Site. In addition, these functions have the potential to generate other revenue and economic benefits for the City as a result of participant and spectator purchases of meals, lodging, entertainment and shopping in the City. With the foregoing in mind, the Parties agree that the Operator will market and promote the Project to encourage its use for these functions. The Parties agree to work together in good faith to promote the use of the Site for functions and events by Outside Users. The Parties will mutually agree as to how revenues generated from fees charged to Outside Users will be utilized to maintain and operate the Site.

d. To the extent that scheduling permits, and with the Board's prior approval, baseball and softball games and tournaments conducted and/or sponsored by private leagues that promote youth development, provided, however, that the Site shall not be used for sports other than baseball or softball or baseball or softball-themed activities without the prior written consent of the Foundation, which consent may be given or withheld in Foundation's sole discretion.

(E) Additional Events; Priority of Scheduling. Subject to the scheduling of City events, Wakeman events and Foundation events, which take priority and precedence in scheduling of events at the Youth Development Park ("Priority Events"), the scheduling of additional events, including events for Outside Users, shall be approved by the City, working in conjunction with the Operator, consistent with the following descending order of priority:

(a)

(b)

(c)

(d) Open date scheduling.

NOTE: The Stadium shall not be available for partisan political events.

3. **GRANT OF NON-EXCLUSIVE USE; OBLIGATION TO OPERATE**. The City hereby grants to Wakeman the right to use the Site on the days for events on the Approved Schedule, as it may be amended during the Season to accommodate Foundation Events and other approved events during each Season during the Term, subject to the terms and conditions of this Agreement, and Wakeman hereby accepts from the City, the rights and responsibilities herein set forth in and to the Site. This Agreement does not confer upon Wakeman any title, leasehold or other estate of any kind, or any interest in or to the Site or the Youth Development Park of which it is a part, other than the rights pertaining to both specifically set forth herein. Wakeman shall not have the power, nor shall it attempt, to create or permit the creation or continuance of, any lien, encumbrance or charge which is or might become a lien, encumbrance or charge against the Site and shall remove any such lien, encumbrances or charge within ten (10) days of demand. This paragraph shall survive early termination.

4. **RESERVATION OF RIGHTS BY THE CITY AND THE FOUNDATION.**

(A) **Reservation of Rights.** All rights to occupy, use, enjoy or derive benefit from the Site and the Youth Development Park\not expressly granted herein to Wakeman are reserved to the City. Without in any way limiting or defining the extent of the reservation of rights created by this paragraph, Wakeman understands that the City intends to schedule athletic contests and other events on the Site for the City's benefit.

(B) **Programming.** Annually during the Term of this Agreement, prior to March 1 of each calendar year, the Parties shall confer and agree in writing, on a schedule of events for the upcoming season (the "Season"). Unless otherwise agreed, the City, through Recreation Department, shall have exclusive use of the Site to conduct its summer baseball/softball programs from mid-May through the last weekend of July each year, Monday through Thursday evenings (after 5:30 p.m.) and Saturday mornings, utilizing Friday evenings for make-up games. During other times, Wakeman shall have priority for the use of the Youth Development Park to conduct its programs. During dates and times when the Youth Development Park is not being used by the City or the Foundation, Wakeman or the City may schedule other events and programs consistent with this agreement or shall request permission for such other events from the Board as set forth herein.

5. **HOURS AND DAYS OF OPERATION**. Wakeman shall use the Site in accordance with the Approved Schedule and the City reserves the right to limit such hours and days of operation in the exercise of its business judgment, reasonably exercised.

6. **ADDITIONAL USE OF THE SITE BY LONGFELLOW ELEMENTARY SCHOOL**. The City, the Foundation and Wakeman agree that the Site, located adjacent to Longfellow Elementary School, a Bridgeport public school, may be used by the school during

normal school hours on school days, subject to such other limitations that the City may place on such use and hours and further subject to the City's prior written approval to use the Site during any non-school days and non-school hours so long as such use does not unreasonably interfere with the Approved Schedule.

7. **MODIFICATIONS**. There shall be no modifications to the Site or the Youth Development Park, other than ordinary repairs and replacements, without the City's and the Foundation's consent.

8. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES; EMERGENCY REPAIRS; NOTICE OF DAMAGE**. In its management of the Site and the Youth Development Park, Wakeman shall not violate or permit the violation of any applicable federal, state and city laws, regulations, codes and ordinances, nor shall it damage or permit damage to any of the Site's features, systems, or equipment through use, misuse or neglect. Wakeman shall report any damage or the need for repairs promptly to the City and shall take steps to protect the damaged area to ensure that further damage does not occur until the City is able to address the matter.

9. **OPERATION AND MAINTENANCE; CAPITAL REPAIRS**.

(A) **Structural, Systems and Grounds Maintenance**. The City shall be responsible for the maintenance and repair of all structural components and the grounds of the Youth Development Park. The City shall conduct such routine and preventive maintenance of the Site as is required to maintain Youth Park Standards. The City will keep the Youth Development Park in good working order and shall be responsible for enforcing all warranties, conducting repairs and replacements, engaging independent contractors, etc.

(B) **Daily Litter Removal**. Wakeman shall ensure that all users of the Youth Development Park take steps immediately following an event to police the area to remove papers, containers, wrappers, food, beverages, and the like and place them in trash and recycling receptacles provided by the City so that the Site maintains Youth Park Standards and conveys to the users their individual and group responsibility to maintain the Youth Development Park.

(C) **Replacement of Capital Items**. The City shall replace as necessary all capital items that are needed to maintain Youth Park Standards but may seek the assistance of the Foundation, Wakeman and other users to raise funds for such capital items.

(D) **Operational Responsibilities**. Wakeman shall be responsible for the management and operation of the Youth Development Park (the "Operator") and shall carry out the duties as set forth below. The duties of the Operator are as follows, but are not limited strictly to such list:

(1) Managing day-to-day operation of the Site, including but not limited to the scheduling and management of events in accordance with the Approved Schedule.

(2) Routine clean-up of trash after events, reporting damage or the need for repairs to the City.

(3) Maintaining insurance coverage related to Wakeman's activities as Operator, including property and casualty insurance policies with coverage in an amount not less than the full replacement value of the improvements at the Site, liability insurance policies with coverage in the minimum amounts of 3,000,000 per person and $5,000,000 per occurrence, automobile liability insurance in the minimum amount of $1,000,000 and Workers' compensation coverage. All such polices shall name the City and the Foundation as additional insured parties by endorsement with the right to 30 days' notice of termination. All policies and original insurance certificates shall be in such form and contain such coverages and provisions as are acceptable to the City in the exercise of its commercial business judgment.

(4) Developing with the City appropriate written agreements governing the use of the Site by parties other than the City, the Foundation and Wakeman and the supervision of such parties in connection with events.

(5) Developing with the City reasonable rules and regulations governing the use of the Youth Development Park.

(6) Preparing an annual operating budget for the Site prepared on a fiscal year basis to correspond with the City's fiscal year, which shall be presented to the Board in January of each year.

(7) Consulting with the other Party to this Agreement on a regular basis with regard to discretionary decisions related to the operation and management of the Project. The Parties shall negotiate in good faith to resolve any differences of opinion as to such decisions. However, full and final authority with regard to discretionary decisions shall rest with the then Manager.

(8) Opening the operations of the Youth Development Park to periodic review by the Foundation, which shall have the right to request that Wakeman report on programming, number of youth served, organizations staging events at the Site, fees charged and expenses incurred, and such other information as the Foundation may require or desire.

(9) Engaging other community organizations involved with youth development to access and benefit from the Youth Development Park during non-operational times.

(10) Preserving the prominence of the Foundation's logos at the Site, including using approved Foundation logos on program materials, signage and advertising materials.

10. **PROMOTION OF FOUNDATION PROGRAMS AND IDEALS**. Wakeman agrees that it will actively promote the Foundation Mission and the Foundation's programs and

ideals in the scheduling and conduct of events at the Youth Development Park, which programs and ideals are very similar to Wakeman's programs and ideals. Wakeman understands and agrees that the Foundation and the City have a substantial financial investment in the creation of the Youth Development Park and that the City has undertaken a substantial financial commitment to maintain the Site for many years. Wakeman therefore agrees to cooperate fully with the City and the Foundation in their efforts to promote and develop youth athletic and educational activities.

11. **YOUTH PARK QUALITY STANDARDS**. The Foundation has established Youth Park Standards, which are attached as Exhibit C hereto. The City and Wakeman agree to maintain such standards at a level of quality consistent with those standards. Should the quality of maintenance and services be lacking or unacceptable, the Foundation shall give the City and Wakeman notice of the specific issues with Youth Park Standards and the City and Wakeman shall have thirty (30) days to make improvements reasonably acceptable to the Foundation.

12. **SECURITY**. The City shall be responsible to patrol the Site when events are not being conducted in a manner consistent with its patrol of other City parks. During Events Wakeman shall ensure that the Site and the events being conducted are appropriately supervised and shall report any disturbances to the Bridgeport Police Department for action. The Bridgeport Chief of Police shall have the right to determine whether any police officers or private security may be required for particular events. Wakeman or the City may require private security for certain events, including events conducted by Other Users. In no case shall any type of event be staged at the Site unless a representative of Wakeman is present before, during and after such event. Such private security personnel required for an event shall be considered independent contractors and shall not be considered employees or agents of the City, Wakeman or the Foundation.

13. **NO SMOKING FACILITY**. The Site is hereby designated and will be operated as a no smoking facility, and no tobacco products shall be sold or marketed therein.

14. **UTILITIES**. The City shall be responsible for providing to the Site and paying for all water, electric and sewage service required for operation of the Site and the Youth Development Park.

15. **INDEMNIFICATION**. Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Parties (each, an "Indemnified Party"), including their respective elected and appointed officials, officers, directors, agents and employees from and against any and all claims brought against an Indemnified Party for personal injury, death, property damage and any other losses, damages, charges or expenses, including court costs, attorneys and consultants fees, which is in connection with, or by reason of any act, omission or negligence of the Indemnifying Party or any occupant, visitor or user present on or about the Site in connection with an activity of the Indemnifying Party. Each Party agrees to have its respective insurance companies waive any rights of subrogation that such companies may have against the other Parties. This paragraph shall survive early termination.

16. **INSURANCE**. Wakeman shall maintain policies of insurance providing fire, theft, vandalism and extended coverage for all property and equipment used in connection with the Site. Wakeman shall also provide such other insurance in types, coverages, and limits as the City shall deem reasonably acceptable. The City shall provide Wakeman with a self-insurance letter from the Office of the City Attorney indicated that the City is self-insured for all claims of liability and property damage. The City shall have no responsibility or liability whatsoever with respect to any loss or theft of or damage to Wakeman property or equipment, or property and equipment of its employees, club members, players, players for opposing teams, umpires, concessionaires, employees, agents of concessionaires, attendees, and others. Wakeman will work with the City to develop insurance requirements for Other Users of the Site.

17. **EVENTS OF DEFAULT**. The occurrence of any one or more of the following events constitutes a default (each an "Event of Default"):

(A) Failure by Wakeman to pay over to the City and properly account for any fees or other payments collected from events at the Youth Development Park, and such failure shall continue for ten (10) days following written notice;

(B) Failure by a Party to observe or perform in any material respect any other covenant, agreement, condition or provision of this agreement and such failure shall continue for thirty (30) days after notice thereof; provided, however, that a Party shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the Party receiving such notice gives written notice to the other Parties of its inability to cure within such thirty-day period and immediately commences such cure and diligently proceeds with best efforts to complete the same at all times thereafter and such Party provides the other Parties with detailed status reports of its current and future efforts to cure such default;

(C) A Party makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the major part of its property or admits in writing its inability to pay or is unable to pay its obligations as they come due and such trustee or receiver is not discharged within sixty (60) days after such appointment;

(D) Bankruptcy, reorganization, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against a Party that are not dismissed within one hundred eighty (180) days after the filing of such matter in court; and

(E) The Site is abandoned, deserted or vacated by Wakeman, even though at such time the Site may not be then used (because of the time of the year) for events.

18. **REMEDIES IN THE EVENT OF DEFAULT**.

(A) If an Event of Default occurs that is not cured within the applicable time period provided, the non-defaulting Party shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not

operate to exclude or deprive the non-defaulting Party of any other right or remedy allowed to it in this Agreement or pursuant to applicable law. No delay or omission to exercise any right or power accruing under any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(B) The non-defaulting Party may terminate this agreement effective as of the date of its notice or as of the end of the then-current Season by giving written notice of the non-defaulting Party's election to do so, and upon the giving of such notice all right, title and interest of the defaulting Party hereunder shall cease and terminate and the Parties shall have no further obligations to one another except for those matters specifically stated herein that survive termination of the agreement.

(C) If the City is not the defaulting Party, the defaulting Party shall vacate the Site no later than the effective date of termination and shall deliver exclusive possession of the Site to the City, and the City may then or at any time thereafter re-enter and take complete and peaceful possession of the Site, with or without process of law, and may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing the City's right to any monies due to the City or any other right given to the City by this agreement or by operation of law.

(D) If the City is not the defaulting Party, it may enforce and protect its rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from the defaulting Party under any of the provisions of this agreement.

This paragraph shall survive early termination.

19. **SIGNAGE; LOGOS.** The placement, content and frequency of any and all signage, either temporary or permanent, at the Site, including, but not limited to the Foundation's signs and logos, shall be subject to the reasonable prior approval of the City consistent with the rights reserved by the Foundation herein, which approval shall not be unreasonably withheld or delayed. The Parties acknowledge that the Operator may market advertising and sponsor signs for the purpose of raising necessary funds for the operation and upkeep of the Site consistent with the intended use of the Site and the Foundation's Mission. Such advertising or sponsor fees shall be received and preserved in accordance with all other fees collected in connection with the use of the Site.

20. **FORCE MAJEURE**

The Parties hereto, respectively, shall not be in default of this agreement if any one of them is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and

due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any Party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Parties of the nature of such hindrance or delay, its effect upon such Party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse any other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties and may result in the need to modify the agreement accordingly.

21. **MISCELLANEOUS.**

(A) Non-Discrimination. The Parties agree not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, sexual orientation, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

(B) Governing Law. This agreement shall be construed under and in accordance with the laws of the State of Connecticut and all litigation shall have venue in the courts located in Fairfield County, Connecticut.

(C) Entire Agreement. This agreement constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous oral and written communications, representations, agreements, promises or statements.

(D) Severability. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of a Party to perform, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

(E) Notices. All notices required or desired to be given under this agreement shall be given by in writing and shall be delivered by hand, by certified mail, return receipt requested in a stamped envelope addressed to the Party, or by reputable overnight courier and shall be deemed

delivered to such Party on the date of delivery or two days after mailing to the following addresses, or at such other address as may be subsequently given to the Parties in the same manner required for notice:

If to City:

Mayor, City of Bridgeport
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

and

City Attorney
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

If to Foundation:

The Cal Ripken, Sr. Foundation
1427 Clarkview Road, Suite 100
Baltimore, MD 21209

With a copy to:

[Counsel]

If to Wakeman:

Wakeman Boys & Girls Club
385 Center Street
P.O. Box 118
Southport, CT 06890

With a copy to:

[Counsel]

(F) Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

(G) Rights and Remedies Cumulative. The rights and remedies provided by this agreement are cumulative and the use of any right or remedy by a Party shall not preclude or

waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, equity, statute, ordinance or otherwise.

(H) Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such parts together shall constitute but one and the same instrument.

(I) Status of Parties. The Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this agreement shall be determined to create a partnership or joint venture between with respect to the Parties' respective activities conducted at the Site or with respect to the nature of this agreement.

(J) Improvements. No improvements may be made to the Site without the express prior written approval of the City.

(K) References to the City. All references to the City in this agreement shall be deemed to also be references to such officers or employees or other designees of the City as may be appropriate to implement the terms of this agreement.

(L) No Recording. No Party shall record this agreement or a summary thereof on the Bridgeport Land Records.

IN WITNESS WHEREOF, the undersigned on behalf of the City and the Team execute this FIRST AMENDED AND RESTATED STADIUM LICENSE, MANAGEMENT, AND OPERATIONS AGREEMENT as of the day and year first written above.

CITY OF BRIDGEPORT

By:_____
Its
Duly Authorized

_____

_____

THE CAL RIPKEN, SR. FOUNDATION

By:_____
Its
Duly Authorized

_____

_____

WAKEMAN BOYS & GIRLS CLUB

By:_____
Its
Duly Authorized

_____

_____

Attach Exhibits

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

BILL FINCH
Mayor

CHARLES M. CARROLL
Director Public Facilities

COMM. # 127-10 Referred to Public Safety and Transporation Committee (09/06/11)

RECEIVED
CITY CLERK'S OFFICE
2011 AUG 30 P 4:00

Date: August 29, 2010

To: Frances Wilson
Assist. City Clerk

From: Charles M. Carroll Director
Public Facilities

Re: Application for Permit to Extend Driveway Width

Please place the attached application from Quatrella & Rizio, LLC request for driveway width waiver for 2101 Commerce Drive (State Street Extension) on the next City Council agenda for referral to the Public Safety Committee.

Attached is a letter from Jon Urquidi, Engineering Supervisor with his recommendation for permit City Ordinance 12.08/030.

Respectfully,

Charles M. Carroll, Director
Public Facilities

cc: David Quatrella, Quatrella & Rizio, LLC
File

CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT
CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

August 24, 2011

Charles Carroll
Director Public Facilities
Bridgeport, Connecticut 06604

Re: **2101 Commerce Drive – Application for Permit to Extend Driveway Width**
Site Plan SP-1 Dated 6/24/11 Prepared by BL Companies

Dear Mr. Carroll:

Please be advised that we have reviewed the letter from Mr. David L. Quatrella dated 8/19/11 for the extension of a driveway width on Commerce Drive. The rational for the driveway width extension is due to providing adequate turning movements for delivery vehicles that will be entering and exiting the site. Without sufficient width the vehicles would drive over the curbing and sidewalks on Commerce Drive and potentially damage them. We recommend that approval be granted for the driveways as depicted on the plans and stated in the letter based on the following additional comments:

1. Provide stop bars and "stop" signs at the driveway location on private property as depicted on plan SP-1.
2. The petitioners request must be formally referred to City Council for any waiver requests to City Ordinances. The request should be accompanied by a recommendation by the Fire Marshal's office that wider driveways are required to facilitate emergency vehicle movements in and out of the subject property.

Very truly yours,

Jon Urquidi
Engineering Supervisor

JPU/p

c: Bobby Kennedy, Public Facilities
Donald Eversley, OPED
Dave Cote, Acting City Engineering
Fire Chief Brian Rooney

I:CorrespondenceFiles/PublicFacilities/2101 Commerce Drive Driveway Width Council 8.24.11

LAW OFFICES
QUATRELLA & RIZIO, LLC
ONE POST ROAD
POST OFFICE BOX 320019
FAIRFIELD, CONNECTICUT 06825
(203) 255-9928

FAX (203) 255-6618
WEBSITE: www.qrlaw.com
Sender's e-mail: dquatrella@qrlaw.com

MICHAEL T. DOLAN
PETER V. GELDERMAN°
ROBERT G. GOLGER
MICHAEL C. JANKOVSKY
DAVID K. KURATA

KATHERINE M. MACOL
WILLIAM M. PETROCCIO+
DAVID L. QUATRELLA*
RAYMOND RIZIO+

°ALSO ADMITTED IL BAR
* ALSO ADMITTED PA AND NJ BARS
+ ALSO ADMITTED NY BAR

August 19, 2011

HAND DELIVERED

Mr. Charles Carroll
Director, Public Facilities Administration
Bridgeport Public Facilities
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

Re: Request for Driveway Width Waiver
Bridgeport City Code of Ordinances Sections 12.08.030 and 12.08.070
Property Location: 2101 Commerce Drive (State Street Extension),
Bridgeport, Connecticut

Dear Mr. Carroll,

Our office represents SSG Development, LLC ("SSG"), which is headquartered in Brookline, Massachusetts. SSG develops and owns first-class multi-story self-storage warehouse facilities in Massachusetts, Rhode Island and Florida. Our office represented SSG in connection with obtaining the necessary approvals from the Bridgeport Zoning Board of Appeals ("ZBA") and from the Bridgeport Planning and Zoning Commission ("PZC") to allow the construction of a six (6) story, 127,344 square foot self-storage facility and separate, free standing 4,920 square foot restaurant/retail building at 2101 Commerce Drive in Bridgeport. These approvals were obtained on behalf of SSG during June and July, 2011.

Attached to this letter are copies of the approval letters which we have obtained from the Bridgeport Zoning Board of Appeals and from the Bridgeport Planning and Zoning Commission regarding this project.

In connection with the development of the site, it will be necessary to relocate an existing driveway curb cut located at the site (presently approximately 30 feet in width), to move the driveway/curb cut approximately sixty five (65) feet further west along the street line of Commerce Drive (a/k/a State Street Extension). A waiver of Bridgeport Ordinance Section 12.08.030, pursuant to Section 12.08.070, will be required in order to accomplish this. In this regard, we are enclosing copies of the following:

[1] Survey showing existing conditions;
[2] Site Plans submitted to and approved by ZBA and PZC showing the proposed development of the site;
[3] Enlarged detail of the proposed driveway as shown on the enclosed site plan, entitled "Driveway Enlargement, Proposed Self-Storage Building, 2101 Commerce Drive, Bridgeport, CT" dated August 17, 2011 and prepared by BL Companies of Meriden, CT;
[4] Supporting narrative letter from Geoffrey Fitzgerald, PE, of BL Companies dated August 17, 2011, explaining the reasons for the necessity of relocating the existing driveway on Commerce Drive; and
[5] Conceptual Rendering showing proposed self-storage and restaurant buildings.

SSG is the contract purchaser of this property, and would, ideally, like to close on the purchase of the property and commence construction as soon as possible. SSG has already obtained the necessary variance, Special Permit, Site Plan Review Approval, and Coastal Area Management approval required for this project. The remaining approvals needed as a prerequisite to obtaining building permits are the approval of the Bridgeport City Council for the relocation of the driveway as requested herein, and Connecticut State Traffic Commission ("STC") approval of an STC Permit since the project abuts the Connecticut Thruway I-95. BL Companies is representing SSG in connection with obtaining the STC Permit, and that application is pending with STC.

SSG has already met with John Urquidi at the Bridgeport City Engineer's Office, and Mr. Urquidi has indicated that he sees no problem with the relocation of the driveway. He has already received and reviewed the plans for this project, and has previously forwarded his comments to both the Zoning Board of Appeals and the Planning and Zoning Commission. SSG has indicated that it can comply with all of the Bridgeport City Engineer's comments and suggestions. In fact, the relocation of the driveway is, in part, a result of the need to comply with the Bridgeport City Engineer's comments in connection with raising the grade of the property to bring the finished floor elevations above the flood elevation level at the site (see BL Companies' letter annexed).

By way of background, we would like to bring to your attention that there is significant local support for this project, which will create a number of new jobs and which will serve to improve this area of Commerce Drive. In connection with obtaining the approvals from ZBA and PZC, SSG met with Donald Eversley, Director of the Bridgeport Office of Planning & Economic Development, as well with the two City Council members from the District in which the property is located (Susan Brannelly and Martin McCarthy), and obtained their support for the project. Attached are copies of the letters which Mr. Eversley delivered to the PZC and ZBA in this regard. We also obtained the support of the West End NRZ, which authorized Angie Staltero of the Office of Planning & Economic Development to speak in support of the project on behalf of the West End NRZ at both the Zoning Board of Appeals and the Planning and Zoning Commission public hearings.

We respectfully request that you review SSG's request for approval of the relocation of the driveway and that you recommend to the Bridgeport City Council that the necessary waiver of Bridgeport

City Code of Ordinances Section 12.08.030 (pursuant to Section 12.08.070) be granted by the Bridgeport City Council.

Representatives of SSG and I would be happy to meet with you or to talk by telephone to discuss any questions which you may have. If you are in need of any further information, please do not hesitate to contact me. In the meantime, we would appreciate being advised as to whether you will recommend the necessary waiver to the Bridgeport City Council and, if so, when you would anticipate presenting to the City Council a permit application for the necessary driveway width waiver. SSG and I would appreciate anything you could do to expedite the processing of this request.

On behalf of SSG, I thank you for your courtesy and anticipated cooperation.

Cordially,

David L. Quatrella

DLQ/mm
Enc.
cc: David Fulton via email: DFulton@ssgdevelopment.com
David Williams via email: Dwilliams@ssgdevelopment.com
Geoffrey Fitzgerald via email: GFitzgerald@blcompanies.com
Aimee Uluski via email: AUluski@blcompanies.com
Susan Brannelly via email: Susan.Brannelly@bridgeportct.gov
Martin McCarthy via email: Martin.Mccarthy@bridgeportct.gov
Donald C. Eversley via email: Donald.Eversley@bridgeportct.gov

City of Bridgeport
Zoning Department
PLANNING & ECONOMIC DEVELOPMENT
45 Lyon Terrace • Bridgeport, Connecticut 06604
Telephone (203) 576-7217
Fax (203) 576-7213

June 10, 2011

SSG DEVELOPMENT, LLC
C/O ATTORNEY DAVID L. QUATRELLA
ONE POST ROAD
FAIRFIELD, CT 06824
OUR FILE #5

RE: 2101 COMMERCE DRIVE – Seeking a variance of Sec. 11-1-2 for 55 of the required 65 off-street parking spaces to permit the construction of a six (6)-story, 127,344 sq. ft., self-storage building and a 5,000 sq. ft. restaurant/retail building in an I-L zone and coastal area.

Dear Attorney Quatrella:

The May 25, 2011 meeting of the Zoning Board of Appeals was re-convened and held in City Hall on Wednesday, June 8, 2011 in City Hall, whereby the Board decided the following:

GRANTED, subject to the following conditions:

1. The development of the subject premises shall be in accord with the plans approved by the Board, and held on file in the Zoning Department.
2. The petitioner shall file plans and applications for the issuance of a Certificate of Zoning Compliance and Building Permit.
3. There shall be no exterior storage of boats, trucks, cars, campers, vans or trailers.
4. The restaurant shall be a full-service, sit-down eatery. A fast-food style facility, and drive-thru window service is strictly prohibited.

REASONS:

1. This area of the city is underdeveloped and is in need of a good quality project.
2. The storage facility, as proposed and approved by the Board will provide a needed service to Bridgeport residents.

Should you have any questions, please call the Zoning office at 203-576-7217.

Cordially,

Dennis Buckley, Clerk
Zoning Board of Appeals

DB/gb

Enclosure

***Unless acted upon within six months this grant becomes null and void.** Your failure to comply with any conditions applicable to this action will also void the rights and privileges granted hereby. This is not a Building Permit and any structure or building contemplated by this action can only be started after proper application to and issuance of such permit by the Building Official. Other approvals or permits, required by law, should be sought from the proper authorities before exercising any part of this grant. Additional approvals from the Planning & Zoning Commission may be necessary. Please contact the Zoning Office for information.

City of Bridgeport
Zoning Department
PLANNING & ECONOMIC DEVELOPMENT
45 Lyon Terrace • Bridgeport, Connecticut 06604
Telephone (203) 576-7217
Fax (203) 576-7213

July 13, 2011

SSG DEVELOPMENT, LLC
C/O ATTORNEY DAVID L. QUATRELLA
ONE POST ROAD
FAIRFIELD, CT 06824
OUR FILE #9

RE: 2101 COMMERCE DRIVE – Seeking a modification of the approved plan of development on a petition, granted by the Zoning Board of Appeals on May 25, 2011 and re-convened on June 8, 2011, which permitted the construction of a 6-story self-storage building, and a 1-story restaurant/retail in the I-L zone and coastal area.

Dear Attorney Quatrella:

At a meeting held in City Hall on Tuesday, July 12, 2011 the Zoning Board of Appeals decided the following regarding the above request:

GRANTED, subject to the following conditions:

1. The development of the subject property shall be in strict accord with the revised plan approved by the Board.
2. The metal/mesh material shall be the same color as the stucco finish on the exterior of the 6-story building.

REASONS:

1. The engineering concerns and flood plain necessitated a change of grade and location of the entrance to the subject site.
2. Due to the proximity to I-95 and the Metro North train, a stucco finish will attract, and retain dust and dirt whereas the metal/mesh, which is self-cleaning, will not.

Should you have any questions, please call the Zoning Office at 203-576-7217.

Cordially,

Dennis Buckley, Clerk
Zoning Board of Appeals

DB/gb

***Unless acted upon within six months, this grant becomes null and void.** Your failure to comply with any conditions applicable to this action will also void the rights and privileges granted hereby. This is not a Building Permit and any structure or building contemplated by this action can only be started after proper application to and issuance of such permit by the Building Official. Other approvals or permits, required by law, should be sought from the proper authorities before exercising any part of this grant. Additional approvals from the Planning & Zoning Commission may be necessary. Please contact the Zoning Office for information.

NOTE

***Unless acted upon within six months, this grant becomes null and void.** Your failure to comply with any conditions applicable to this action will also void the rights and privileges granted hereby. This is not a Building Permit and any structure or building contemplated by this action can only be started after proper application to and issuance of such permit by the Building Official. Other approvals or permits, required by law, should be sought from the proper authorities before exercising any part of this grant. Additional approvals from the Planning & Zoning Commission may be necessary. Please contact the Zoning Office for information.

City of Bridgeport
Zoning Department
PLANNING & ECONOMIC DEVELOPMENT
45 Lyon Terrace • Bridgeport, Connecticut 06604
Telephone (203) 576-7217
Fax (203) 576-7213

August 1, 2011

SSG DEVELOPMENT, LLC
C/O ATTORNEY DAVID L. QUATRELLA
ONE POST ROAD
FAIRFIELD, CT 06824
OUR FILE #11-40

RE: 2101 COMMERCE DRIVE – Seeking a special permit, a site plan review, and a coastal site plan review to permit the construction of a 6-story self-storage facility, and a 1-story restaurant/retail in an I-L zone and coastal area.

Dear Attorney Quatrella:

At a public hearing on Monday, July 25, 2011 the Planning & Zoning Commission decided the following:

DECISION: Approved

Subject to the following conditions:

1. Subject to the Bridgeport Engineering Department comments dated July 15, 2011.
2. Construction elevations and façade materials shall be in strict accord with the conceptual renderings and verbal presentations presented to the Commission.
3. The site development shall be in strict accordance with plans submitted to, and approved by the Commission.
4. A 6' high privacy style fence shall be installed along the south property line, abutting the railroad tracks.

REASONS:

1. Complies with the Master Plan of Development
2. The project, as approved, complies with the special permit standards of Sec. 14-4 of the Zoning Regulations
3. The project, as approved, does not create any unacceptable adverse impact on the coastal area under Sec. 14-3.

The expiration date of the Special Permit approval, as required under Sec. 14-4-5 of the Zoning Regulations of the City of Bridgeport, CT has been established as August 1, 2012

If you have any questions regarding the above matter, please call the Zoning Office at 203-576-7217.

Cordially,

Dennis Buckley, Clerk
Planning & Zoning Commission

DB/gb

BL Companies

August 17, 2011

Mr. Charles Carroll
City of Bridgeport
Director of Public Facilities
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

Re: Self-Storage Facility – 2101 Commerce Drive, Bridgeport, CT

Dear Mr. Carroll:

The proposed curb cut location for the above-referenced site has been relocated approximately 65 feet to the west of its existing location. The reason for this relocation is attributed to the change in finished floor elevations for the self storage and restaurant/retail buildings.

The development site is located within the FEMA Designated Flood Hazard Zone AE, with an associated elevation of 15. Per the City of Bridgeport Ordinance Section 15.44.110, the first floor elevation for new structures has to be at or above this elevation.

In order to meet the goals of FEMA and the City's ordinance, the finished floor elevations for the proposed buildings will be at an elevation of 15.10 feet. The driveway has to be relocated in order to allow the design to provide a reasonable maximum slope within the driveway and drive aisle between Commerce Drive and the proposed buildings, and to allow for grading that meets ADA accessibility requirements for the handicapped parking and sidewalk areas.

Similar to the existing driveway curb cut, the proposed driveway will have two 20-foot curb radii. This additional driveway transition area will provide the trucks accessing the self-storage building adequate maneuverability as they enter and exit the site.

If you have any questions, or require any additional information, please do not hesitate to contact me.

Very truly yours,

BL COMPANIES

Geoffrey P. Fitzgerald, PE
Manager, Civil Engineering
Principal

355 Research Parkway Meriden, CT 06450 Tel. (203) 630-1406 Fax (203) 630-2615 Toll Free (800) 301-3077

CITY OF BRIDGEPORT
Office of Planning &
Economic Development
Donald C. Eversley, Director

999 Broad Street Bridgeport, CT 06604
Tel (203) 576-7221 Fax (203) 332-5611
E-mail Donald.Eversley@bridgeportct.gov

May 25, 2011

Bridgeport Zoning Board of Appeals
City Hall, 45 Lyon Terrace
Bridgeport CT 06604

RE: 2101 Commerce Drive – SSG Development – Parking Waiver for Self Storage/Restaurant

Dear Honorable Board Members,

I am writing to you in support of the application for a variance from the parking requirement for a new construction self-storage facility and restaurant/retail building at the former CT Limousine location, 2101 Commerce Street, between the I-95 overpass and the Fairfield town line.

I have read and appreciate the points expressed in the report of the Design Review Coordinator; however my support is based upon the following factors:

- From both professional observation and personal experience, I am convinced that a climate-controlled, high security, multistory self-storage facility is a very specialized operation and does not require the same degree of parking that conventional "warehouses" do, and thus the 65 space warehouse requirement is not readily applicable.

- Contrary to the assumption in the Design Review Coordinator's report, the applicant does not own (and is not able to purchase) the entire CT Limousine site and thus it does not have the ability to create parking on the adjacent lot.

- There is a good opportunity for shared parking within the development site, with a total of 60 parking spaces available. It is unlikely that the storage facility and restaurant will have the same peak operational hours. There is also abundant on-street parking on this rarely used block of Commerce Drive.

- This proposal for two new businesses represents a significant and positive investment in a long under-used property, with resulting jobs and tax revenue for the City.
- This proposal represents an opportunity for a very significant visual upgrade to a presently desolate stretch of Commerce Drive that is a key gateway between Fairfield and Bridgeport.
- The project will work in concert with upcoming City and State road construction on Commerce Drive (and replacement of the fountain and traffic island at Commerce and Fairfield) and together will result in a dramatic improvement to this side of town.

I thank you for your attention to my remarks and your dedication on behalf of the City of Bridgeport.

Very truly yours,

Donald C. Eversley

CITY OF BRIDGEPORT
Office of Planning &
Economic Development
Donald C. Eversley, Director

999 Broad Street Bridgeport, CT 06604
Tel (203) 576-7221 Fax (203) 332-5611
E-mail Donald.Eversley@bridgeportct.gov

July 20, 2011

Mel Riley, Chairman
Planning & Zoning Commission
City Hall, 45 Lyon Terrace
Bridgeport CT 06604

RE: 2101 Commerce Drive – SSG Development – Self Storage/Restaurant

Dear Honorable Commission Members,

I am writing to you in support of the application for Special Permit, Site Plan Review and CAM approvals for a new construction self-storage facility and restaurant/retail building at the former CT Limousine location, 2101 Commerce Street, between the I-95 overpass and the Fairfield town line.

My support is based upon the following factors:

- My department met with the applicant to work through a variety of site and parking issues prior to the ZBA and P&Z applications.
- This proposal for two new businesses represents a significant and positive investment in a long under-used property, with resulting jobs and tax revenue for the City.
- This proposal represents an opportunity for a very significant visual upgrade to a presently desolate stretch of Commerce Drive that is a key gateway between Fairfield and Bridgeport.
- The project will work in concert with upcoming City and State road construction on Commerce Drive (and replacement of the fountain and traffic island at Commerce and Fairfield) and together will result in a dramatic improvement to this side of town.

I thank you for your attention to my remarks and your dedication on behalf of the City of Bridgeport.

Very truly yours,

Donald C. Eversley

REFERENCE MAPS

A. BRIDGEPORT PIN SHEETS, NUMBERS 1242 AND 1243, SCALE: 1"=40', ON FILE IN THE BRIDGEPORT ENGINEERING DEPARTMENT.

B. BRIDGEPORT SEWER MAP, NUMBER 5702, SCALE: 1"=40', ON FILE IN THE BRIDGEPORT ENGINEERING DEPARTMENT.

C. "TOWN OF BRIDGEPORT MAP SHOWING LAND & RIGHTS OF ACCESS ACQUIRED FROM WEST END MOVING & STORAGE CO. INC. BY THE STATE OF CONNECTICUT GREENWICH – KILLINGLY EXPRESSWAY", DATE: APRIL, 1950, REVISED AUGUST, 1955, SCALE: 1"=40', ON FILE IN THE BRIDGEPORT LAND RECORDS, MAP 44-53.

D. "MAP FOR AMERICAN EQUITIES CORPORATION AND ALFRED CAPOZZIELLO SHOWING PROPOSED RELOCATION OF ASH CREEK BRIDGEPORT AND FAIRFIELD CONNECTICUT", DATE: JULY 15, 1984, SCALE: 1"=40', PREPARED BY THOS. J. MARDIRIAN, ON FILE IN THE BRIDGEPORT LAND RECORDS, MAP 33-26, AND IN THE FAIRFIELD LAND RECORDS, MAP 3771.

E. "CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS RIGHT OF WAY MAP TOWN OF FAIRFIELD CONNECTICUT TURNPIKE FROM THE WESTPORT – FAIRFIELD TOWN LINE EASTERLY TO THE FAIRFIELD – BRIDGEPORT TOWN LINE", NUMBER 50-21, SHEET 11 OF 11, DATE APPROVED: SEPTEMBER, 1972, SCALE: 1"=80', ON FILE IN THE CONNECTICUT DEPARTMENT OF TRANSPORTATION.

F. "CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS RIGHT OF WAY MAP TOWN OF BRIDGEPORT CONNECTICUT TURNPIKE FROM THE FAIRFIELD – BRIDGEPORT TOWN LINE EASTERLY TO THE BRIDGEPORT – STRATFORD TOWN LINE", NUMBER 15-03, SHEET 1 OF 8, DATE APPROVED: MARCH, 1973, SCALE: 1"=80', ON FILE IN THE CONNECTICUT DEPARTMENT OF TRANSPORTATION.

G. "MAP OF PROPERTIES IN BRIDGEPORT, CONN. TO BE ACQUIRED BY WEST END MOVING & STORAGE CO., INC.", DATE: JULY 5, 1978, SCALE: 1"=40', PREPARED BY FULLER & CO., INC., ON FILE IN THE BRIDGEPORT ENGINEERING DEPARTMENT, SECTION 12/16.

H. "PROPERTY OF SCHIAVONE REALTY AND DEVELOPMENT CORPORATION STATE STREET EXTENSION, BRIDGEPORT, CT", DATE: MARCH 8, 1984, SCALE: 1"=40', PREPARED BY CONKLIN & SORDICA, ON FILE IN THE FAIRFIELD LAND RECORDS, MAP 5324.

I. "TOWN OF BRIDGEPORT & FAIRFIELD MAP SHOWING EASEMENT ACQUIRED FROM SCHIAVONE REALTY AND DEVELOPMENT CORPORATION BY THE STATE OF CONNECTICUT INTERSTATE RTE. 95 (LIMITED ACCESS HIGHWAY)", DATE: JUNE 17, 1998, SCALE: 1:500, ON FILE IN THE FAIRFIELD LAND RECORDS, MAP 6401.

J. "TOWN OF BRIDGEPORT & FAIRFIELD MAP SHOWING EASEMENT ACQUIRED FROM CLS – BRIDGEPORT, LLC BY THE STATE OF CONNECTICUT INTERSTATE RTE. 95 (LIMITED ACCESS HIGHWAY), DATE: JUNE 17, 1998, SCALE: 1:500, ON FILE IN THE CONNECTICUT DEPARTMENT OF TRANSPORTATION.

K. "TOWNS OF BRIDGEPORT/FAIRFIELD MAP SHOWING EASEMENT ACQUIRED FROM CLS – BRIDGEPORT, LLC BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION BRIDGE NO. 08047R OVER ASH CREEK", DATE: SEPTEMBER, 2005, SCALE: 1"=40', ON FILE IN THE FAIRFIELD LAND RECORDS, MAP 7273.

L. "ZONING/LOCATION SURVEY 85 COMMERCE DRIVE, OWNER: THE ESTATE OF RALPH ARGANESE", DATE: MARCH 8, 2011, SCALE: 1"=20', PREPARED BY WALTER H. SNOOD, L.S., ON FILE IN THE FAIRFIELD ENGINEERING DEPARTMENT.

GENERAL NOTES

1. A) THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.

   B) THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS A-2 AND VERTICAL ACCURACY CLASS T-2.

   C) BOUNDARY DETERMINATION IS A RESURVEY.

   D) THE TYPE OF SURVEY PERFORMED IS A PROPERTY SURVEY AND IS INTENDED TO DEPICT THE POSITION OF THE BOUNDARIES WITH RESPECT TO MONUMENTATION FOUND, STRUCTURES, EASEMENTS, ENCROACHMENTS, VISIBLE UTILITIES, AND ROADWAYS.

2. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON THE CONNECTICUT STATE PLANE COORDINATE SYSTEM, NAD 83, ADJUSTMENT 96, USING GPS.

3. ELEVATIONS AND CONTOURS ARE BASED UPON NAVD 88, ADJUSTMENT 96, USING GPS.

4. PARCELS ARE DEPICTED ON THE FOLLOWING ASSESSOR MAPS:
   MAP 18, BLOCK 1234, LOT 19, 2101 COMMERCE DRIVE, BRIDGEPORT
   AND MAP 36, LOT 35, 1 COMMERCE DRIVE, FAIRFIELD.
   MAP 18, BLOCK 1236, LOT 96, 29 CORNWALL STREET REAR, BRIDGEPORT
   AND MAP 36, LOT 34, 5 COMMERCE DRIVE, FAIRFIELD.

5. PARCELS ARE LOCATED IN ZONE I-L BRIDGEPORT AND ZONE DI, FAIRFIELD.

6. PARCELS ARE LOCATED IN FLOOD ZONE AE, AS DEPICTED ON THE FIRM FLOOD INSURANCE RATE MAP NUMBER 09001C0436F, BRIDGEPORT COMMUNITY PANEL NUMBER 0090002 0436 F AND FAIRFIELD COMMUNITY PANEL NUMBER 090007 436 F, EFFECTIVE DATE: JUNE 18, 2010.

7. PARCEL AREAS:
   2101 COMMERCE DRIVE: 88,009 SQUARE FEET = 1.584 ACRES.
   29 CORNWALL STREET REAR: 100,897 SQUARE FEET = 2.316 ACRES.

8. THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE DEPICTED OR NOTED HEREON. A SUBTERRANEAN SURVEY WAS NOT PERFORMED. THEREFORE THE SURVEYOR HAS NO KNOWLEDGE OF ANY INVISIBLE ENCROACHMENTS.

9. THE UNDERGROUND UTILITIES DEPICTED HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES DEPICTED COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES DEPICTED ARE IN THE EXACT LOCATION INDICATED THOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF EXCAVATION.

10. PARCEL IS TOGETHER WITH AND SUBJECT TO RIPARIAN RIGHTS TO ASH CREEK.

TITLE COMMITMENT INFORMATION

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAT
20	SPECIAL EXCEPTION AND SPECIAL PERMIT GRANTED TO SCHIAVONE REALTY AND DEVELOPMENT CORPORATION BY THE FAIRFIELD TOWN PLAN AND ZONING COMMISSION DATED FEBRUARY 14, 1995 AND RECORDED IN VOLUME 1478 AT PAGE 107 OF THE FAIRFIELD LAND RECORDS.	PLOTTED
21	VARIANCE GRANTED TO SCHIAVONE REALTY AND DEVELOPMENT CORPORATION BY THE FAIRFIELD ZONING BOARD OF APPEALS RECORDED MAY 3, 1995 IN VOLUME 1478 AT PAGE 109 OF THE FAIRFIELD LAND RECORDS.	NOT PLOTTABLE
22	COVENANT AS SET FORTH IN A DEED FROM THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY RECORDED IN VOLUME 997 AT PAGE 25 OF THE BRIDGEPORT LAND RECORDS.	NOT PLOTTABLE
23	RIGHTS OF OTHERS IN AND TO THE FLOW OF ASH CREEK.	NOT PLOTTABLE
24	EASEMENT TO DIVERT WATERS OF ASH CREEK IN FAVOR OF AMERICAN EQUITIES CORPORATION RECORDED IN VOLUME 1348 AT PAGE 275 OF THE BRIDGEPORT LAND RECORDS.	TERMINATED
25	POSSIBLY SUBJECT TO DENIAL OF ACCESS IN FAVOR OF THE STATE OF CONNECTICUT AS SET FORTH IN VOLUME 1108 AT PAGE 133 OF THE BRIDGEPORT LAND RECORDS.	DOES NOT AFFECT
26	TEMPORARY WORK EASEMENT SET FORTH IN A CERTIFICATE OF TAKING BY THE STATE OF CONNECTICUT AGAINST SCHIAVONE REALTY AND DEVELOPMENT CORPORATION DATED DECEMBER 18, 1998 AND RECORDED IN VOLUME 1539 AT PAGE 82 OF THE FAIRFIELD LAND RECORDS ONLY.	PLOTTED
27	NOTICE OF CONDEMNATION FOR A TEMPORARY EASEMENT FROM SCHIAVONE REALTY AND DEVELOPMENT CORPORATION ET AL TO THE STATE OF CONNECTICUT DATED DECEMBER 18, 1998 AND RECORDED IN VOLUME 3952 AT PAGE 250 OF THE BRIDGEPORT LAND RECORDS.	PLOTTED
28	EASEMENT IN FAVOR OF THE STATE OF CONNECTICUT AS SET FORTH IN A CERTIFICATE OF TAKING DATED SEPTEMBER 8, 2000 AND RECORDED IN VOLUME 4416 AT PAGE 227 OF THE BRIDGEPORT LAND RECORDS AND IN VOLUME 2138 AT PAGE 8 OF THE FAIRFIELD LAND RECORDS.	TERMINATED
29	RIGHTS OF CONNECTICUT LIMOUSINE, LLC, PRESENT TENANT IN POSSESSION UNDER PAROLE MONTH-TO-MONTH LEASE.	NOT PLOTTABLE
30	CERTIFICATE OF CONDEMNATION IN FAVOR OF THE STATE OF CONNECTICUT DATED OCTOBER 18, 2006 AND RECORDED IN VOLUME 7212 AT PAGE 97 IN THE BRIDGEPORT LAND RECORDS ONLY; AS AMENDED BY AN AMENDED CERTIFICATE OF CONDEMNATION DATED AUGUST 8, 2007 AND RECORDED IN VOLUME 7583 AT PAGE 283 OF THE BRIDGEPORT LAND RECORDS AND IN VOLUME 4017 AT PAGE 218 OF THE FAIRFIELD LAND RECORDS.	TERMINATED

REFERENCE: FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: HART1498477
EFFECTIVE DATE: JANUARY 28, 2011 AT 8:00 A.M. IN THE BRIDGEPORT AND FAIRFIELD LAND RECORDS

ZONING INFORMATION

LOCATION: BRIDGEPORT, CONNECTICUT

ZONE: I-L (INDUSTRIAL-LIGHT ZONED

USE: WAREHOUSING (SELF-STORAGE) AND RESTAURANT/RETAIL – (SPECIAL PERMIT)

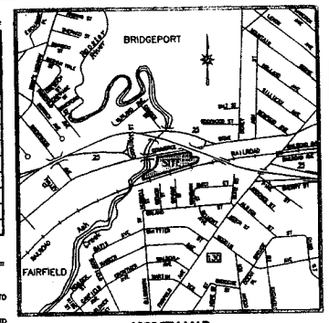
ITEM #	ITEM	REQUIREMENTS
1	MINIMUM LOT AREA	NONE REQUIRED
2	MINIMUM LOT WIDTH	NONE REQUIRED
3	MINIMUM LOT FRONTAGE	25 FEET
4	MINIMUM FRONT SETBACK	15 FEET
5	MINIMUM SIDE SETBACK	0 FEET
6	MINIMUM REAR SETBACK	0 FEET
7	MAXIMUM BUILDING HEIGHT	75 FEET
8	MAXIMUM BUILDING COVERAGE	85 PERCENT
9	MAXIMUM SITE COVERAGE	85 PERCENT

ENCROACHMENTS

A. A PORTION OF THE CHAIN LINK FENCE ENCROACHES ONTO LAND OF CLS BRIDGEPORT LLC.

B. A PORTION OF THE BITUMINOUS PAVEMENT AND BITUMINOUS CURBING ENCROACH ONTO LAND NOW OR FORMERLY OF STATE OF CONNECTICUT.

C. A PORTION OF THE BITUMINOUS PAVEMENT AND BITUMINOUS CURBING ENCROACH ONTO LAND NOW OR FORMERLY OF NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY.



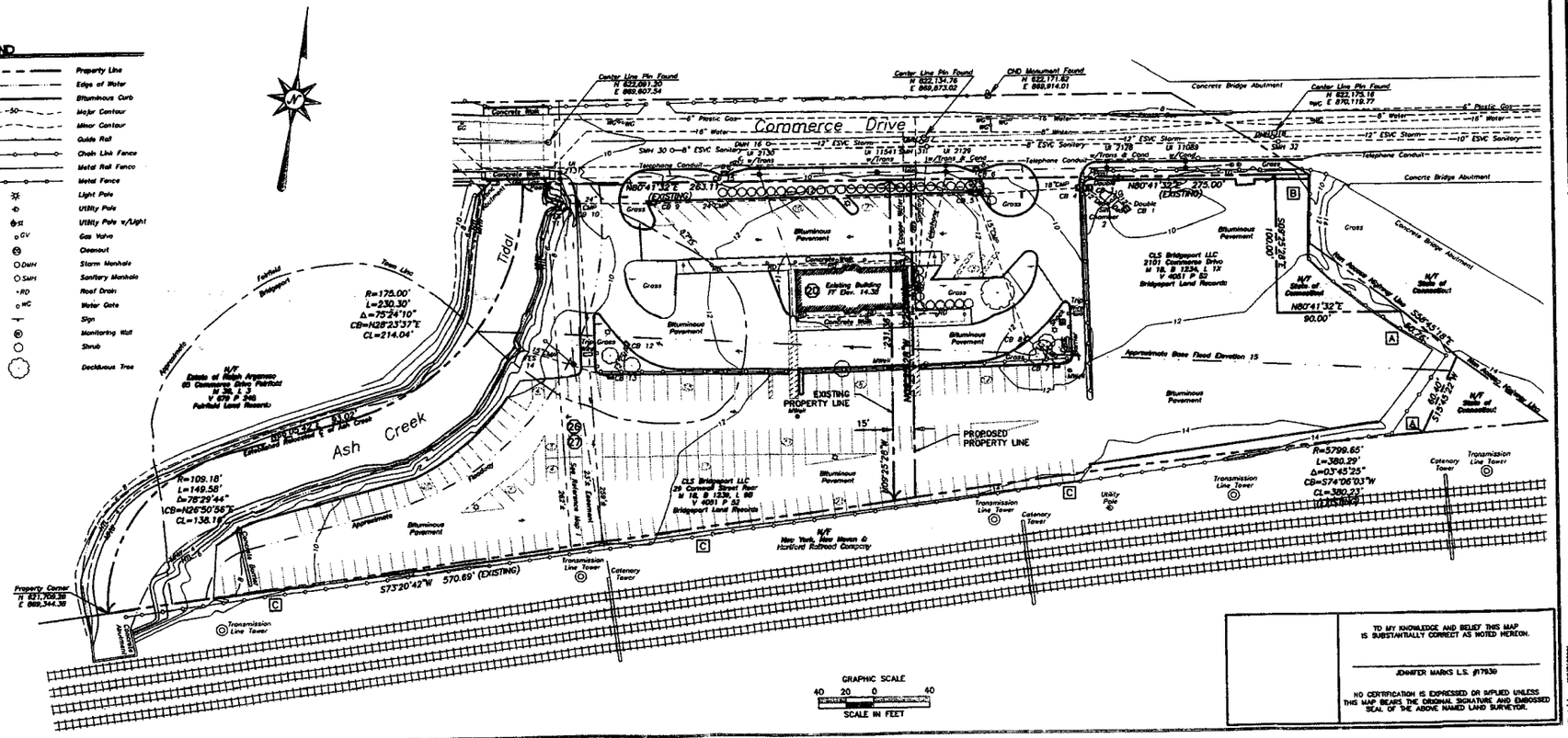
VICINITY MAP
NOT TO SCALE

DRAINAGE INFORMATION

Storm	Sanitary
Double CLCB 1 TF 8.35 Inv 7.40 NW	SMH 30 TF 8.38 Filled With Water & Silt Pipe Inv 5.4 E
SW Chamber 2 TF 10.05 Inv 6.88 SE Inv 6.80 NW	SMH 31 TF 8.62 Filled With Water & Silt Inv 4.3 E Inv 4.3 W Inv 4.3 E
Double CCB 3 TF 8.51 Inv 5.70 SE Inv 5.50 W	SMH 32 TF 8.58 Filled With Water & Silt Inv Plugged S Inv 3.7 W Inv 3.7 E
CCB 4 TF 8.72 Inv 5.50 E Inv 5.32 W	
CCB 5 TF 11.71 Inv 5.21 N Inv 4.91 E Inv 4.90 S Inv 4.81 W	
CCB 6 TF 7.46 Inv 6.16 NE Inv 5.96 S	
CCB 7 TF 11.31 Inv 6.80 NW	
CCB 8 TF 11.32 Inv 6.52 SE Inv 6.35 N	
CCB 9 TF 10.43 Inv 5.54 SE Inv 4.20 E Inv 4.18 W	
CCB 10 TF 9.86 Inv 4.02 E Inv 4.00 W	
FES 11 Inv 3.90	
CCB 12 TF 10.23 Inv 5.84 S	
CCB 13 TF 10.38 Inv 6.55 N Inv 6.50 W	
FES 14 Inv 6.16	
CCB 15 TF 7.51 Filled With Water & Silt	
DMH 16 Buried Under Pavement Pipe Inv 4.2 E	
DMH 17 TF 8.63 Filled With Water & Silt Inv 3.4 W Inv 3.4 E	
DMH 18 TF 8.57 Filled With Water & Silt Inv 2.7 W Inv 2.6 E	

LEGEND

Property Line
Edge of Water
Bituminous Curb
Major Contour
Minor Contour
Guide Rail
Chain Link Fence
Metal Rail Fence
Metal Fence
Light Pole
Utility Pole
Utility Pole w/Light
Gas Valve
Cleanout
Storm Manhole
Sanitary Manhole
Roof Drain
Water Gate
Sign
Monitoring Well
Shrub
Deciduous Tree



TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

JENNIFER MARKS L.S. #17630

NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE ABOVE NAMED LAND SURVEYOR.

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BL Companies
ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES
355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-0294 Fax

LAND OF
CLS BRIDGEPORT LLC
2101 COMMERCE STREET
29 CORNWALL STREET REAR
BRIDGEPORT AND FAIRFIELD, CONNECTICUT

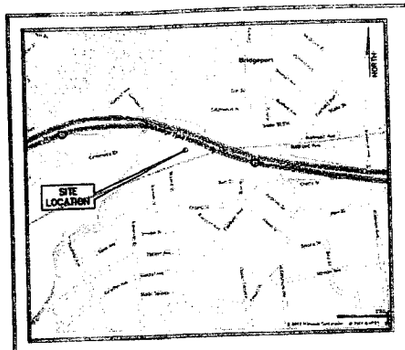
REVISIONS No.	Date	Desc.

Surveyed	D.L.
Drawn	D.L.
Checked	R.H.R.
Approved	J.M.
Scale	1"=40'
Project No.	1101809
Date	03/29/2011
Field Book	–
CAD File:	AL1101809.01

Title
ALTA/ACSM
LAND TITLE
SURVEY

Sheet No.
AL-1

REVISED SITE PLAN DATED JUNE 23, 2011
APPROVED BY ZBA AT 7/12/11 HEARING
APPROVED BY PZC AT 7/25/11 HEARING



LOCATION MAP
N.T.S.

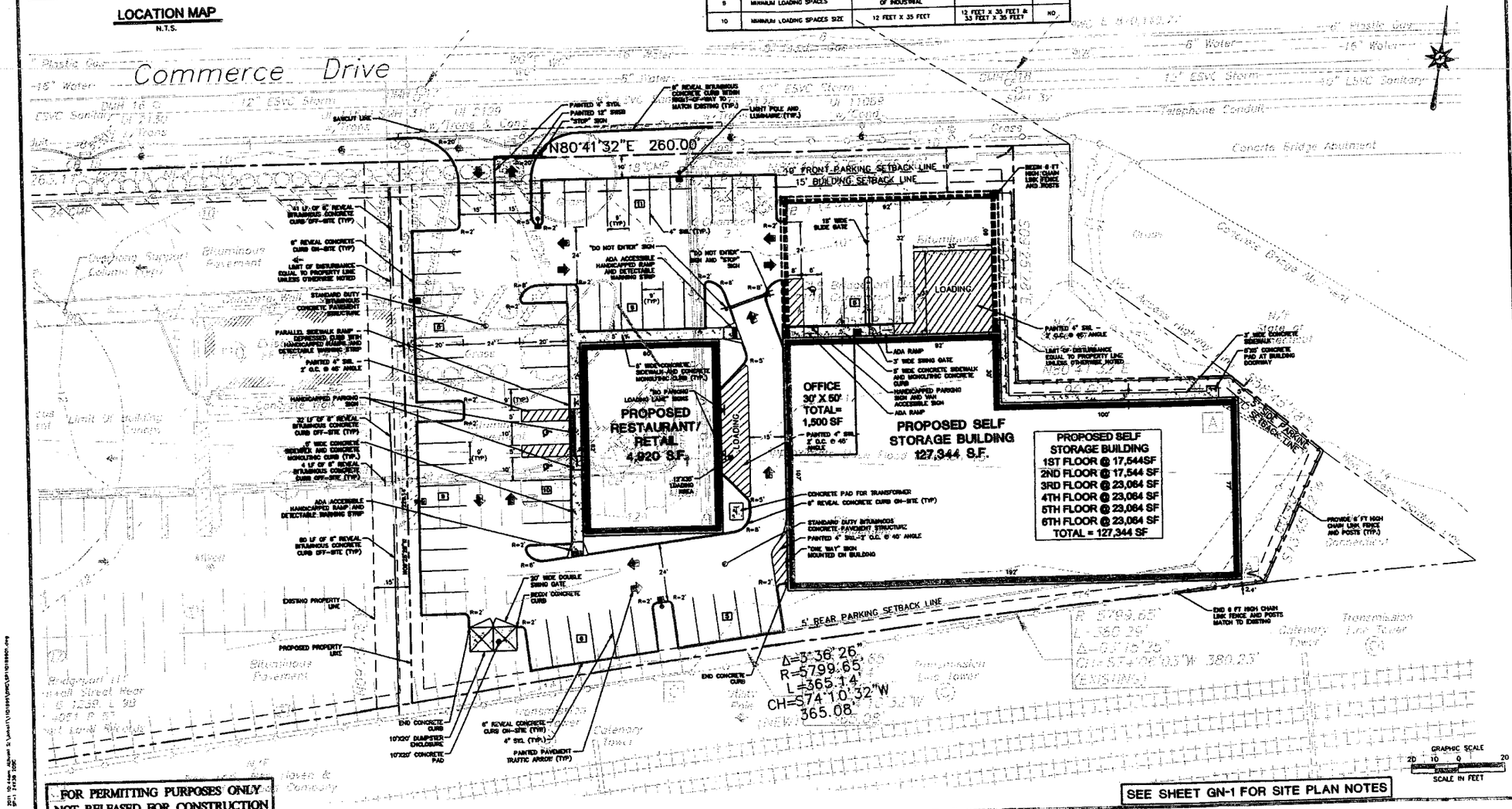
ZONING INFORMATION

LOCATION: BRIDGEPORT, CONNECTICUT
ZONE: I-L (INDUSTRIAL-LIGHT ZONE)
USE: WAREHOUSING (SELF-STORAGE) AND RESTAURANT/RETAIL - (SPECIAL PERMIT)

ITEM #	ITEM	REQUIREMENTS	PROPOSED (LOT 1)	VARIANCE
1	MINIMUM LOT AREA	NONE REQUIRED	65,555 S.F. 1.505 ACRES	NO
2	MINIMUM LOT WIDTH	NONE REQUIRED	260 FEET	NO
3	MINIMUM LOT FRONTAGE	25 FEET	260 FEET	NO
4	MINIMUM FRONT SETBACK FROM STREET LOT LINE	15 FEET	19 FEET	NO
5	MINIMUM SIDE SETBACK	0 FEET	5 FEET	NO
6	MINIMUM REAR SETBACK	0 FEET	2.4 FEET	NO
7	MAXIMUM BUILDING HEIGHT	75 FEET	74 FEET	NO
8	MAXIMUM BUILDING COVERAGE	85 PERCENT	42.69 PERCENT±	NO
9	MAXIMUM SITE COVERAGE	85 PERCENT	79.70 PERCENT±	NO

PARKING INFORMATION

ITEM #	ITEM	REQUIREMENTS	PROPOSED	VARIANCE
1	BUILDING SIZE	NONE REQUIRED	4,920 S.F. (RESTAURANT/RETAIL) 127,344 S.F. (SELF-STORAGE)	NO
2	PARKING REQUIRED BY TOWNSHIP	RESTAURANT/RETAIL 10 SPACES PER EVERY 1,000 SF OF GROSS FLOOR AREA (50)	50 SPACES	NO
		WAREHOUSING (SELF-STORAGE) 0.5 SPACES PER EVERY 1,000 SF OF GROSS FLOOR AREA (64) PLUS 0.5 SPACES PER EMPLOYEE (1) TOTAL OF 65 SPACES REQUIRED	10 SPACES	YES
3	MINIMUM PARKING DIMENSIONS	9 FEET X 20 FEET	9 FEET X 20 FEET	NO
4	MINIMUM AISLE WIDTH	24 FEET	24 FEET	NO
5	MINIMUM DRIVEWAY WIDTH	20 FEET FOR TWO-WAY	30 FEET	NO
6	MINIMUM FRONT SETBACK	10 FEET	10 FEET	NO
7	MINIMUM SIDE SETBACK	5 FEET	5 FEET	NO
8	MINIMUM REAR SETBACK	5 FEET	5 FEET	NO
9	MINIMUM LOADING SPACES	1 SPACE PER 80,000 SF OF INDUSTRIAL	2 SPACES	NO
10	MINIMUM LOADING SPACES SIZE	12 FEET X 35 FEET	12 FEET X 35 FEET & 33 FEET X 35 FEET	NO



FOR PERMITTING PURPOSES ONLY
NOT RELEASED FOR CONSTRUCTION

SEE SHEET GN-1 FOR SITE PLAN NOTES

BL Companies

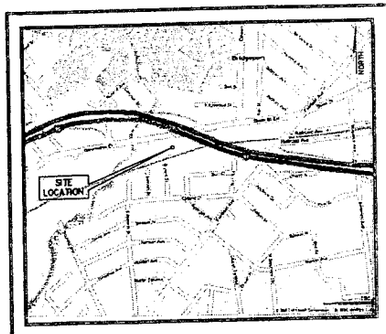
PROPOSED SELF STORAGE BUILDING
2101 COMMERCE DRIVE
BRIDGEPORT, CONNECTICUT

REVISIONS
No. Date Desc.

Designed
Drawn
Checked
Approved
Scale
Project No.
Date
CAD File: SP11D189901

Title
SITE PLAN

Sheet No.
SP-1



LOCATION MAP
N.T.S.

ZONING INFORMATION

LOCATION: BRIDGEPORT, CONNECTICUT

ZONE: I-L (INDUSTRIAL-LIGHT ZONE)

USE: WAREHOUSING (SELF-STORAGE) AND RESTAURANT/RETAIL - (SPECIAL PERMIT)

ITEM #	ITEM	REQUIREMENTS	PROPOSED (LOT 1)	VARIANCE
1	MINIMUM LOT AREA	NONE REQUIRED	65,555 S.F. 1.505 ACRES	NO
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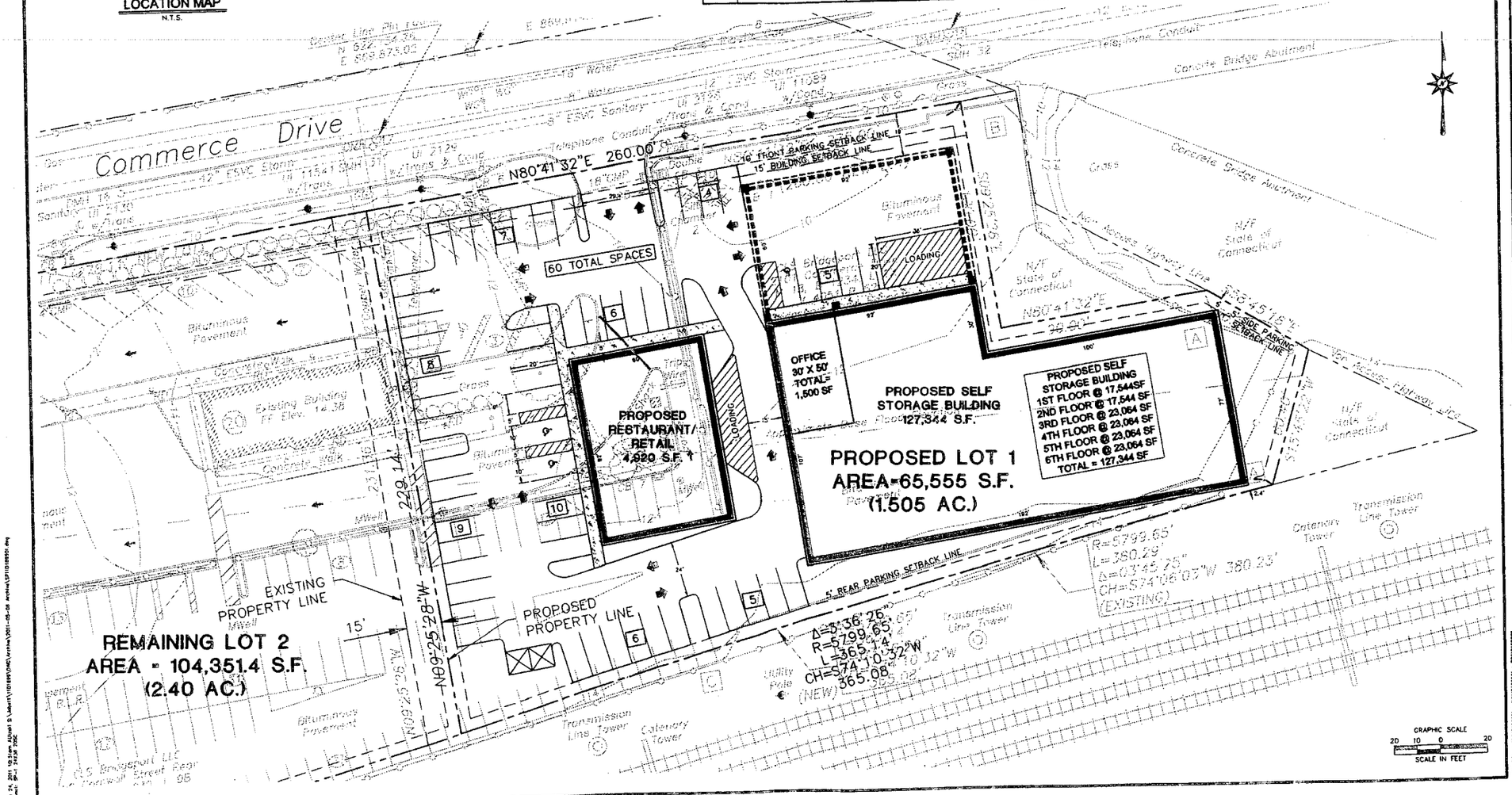
5	MINIMUM SIDE SETBACK	0 FEET	5 FEET	NO
6	MINIMUM REAR SETBACK	0 FEET	2.4 FEET	NO
7	MAXIMUM BUILDING HEIGHT	75 FEET	74 FEET	NO
8	MAXIMUM BUILDING COVERAGE	85 PERCENT	42.89 PERCENT±	NO
9	MAXIMUM SITE COVERAGE	85 PERCENT	78.89 PERCENT±	NO

PARKING INFORMATION

ITEM #	ITEM	REQUIREMENTS	PROPOSED	VARIANCE
1	BUILDING SIZE	NONE REQUIRED	4,920 S.F. (RESTAURANT/RETAIL) 127,344 S.F. (SELF-STORAGE)	NO
2	PARKING REQUIRED BY TOWNSHIP	RESTAURANT/RETAIL: 10 SPACES PER EVERY 1,000 SF OF GROSS FLOOR AREA (50)	50 SPACES	NO
		WAREHOUSING (SELF-STORAGE): 0.5 SPACES PER EVERY 1,000 SF OF GROSS FLOOR AREA (64) PLUS 0.5 SPACES PER EMPLOYEE (1) TOTAL OF 65 SPACES REQUIRED	10 SPACES	YES
3	MINIMUM PARKING DIMENSIONS	9 FEET X 20 FEET	9 FEET X 20 FEET	NO
4	MINIMUM AISLE WIDTH	24 FEET	24 FEET	NO
5	MINIMUM DRIVEWAY WIDTH	20 FEET FOR TWO-WAY	29.4 FEET	NO
6	MINIMUM FRONT SETBACK	10 FEET	10 FEET	NO
7	MINIMUM SIDE SETBACK	5 FEET	5 FEET	NO
8	MINIMUM REAR SETBACK	5 FEET	5 FEET	NO
9	MINIMUM LOADING SPACES	1 SPACE PER 60,000 SF OF INDUSTRIAL	2 SPACES	NO

PRIOR SITE PLAN (4/8/11)
APPROVED BY ZBA AT 6/8/11 HEARING



PROPOSED SELF STORAGE BUILDING
2101 COMMERCE DRIVE
BRIDGEPORT, CONNECTICUT

REVISIONS
No. Date Desc.

Designed
Drawn
Checked
Approved
Scale
Project No.
Date
CAD File: SP1101189901

Title
SITE PLAN

Sheet No.
SP-1

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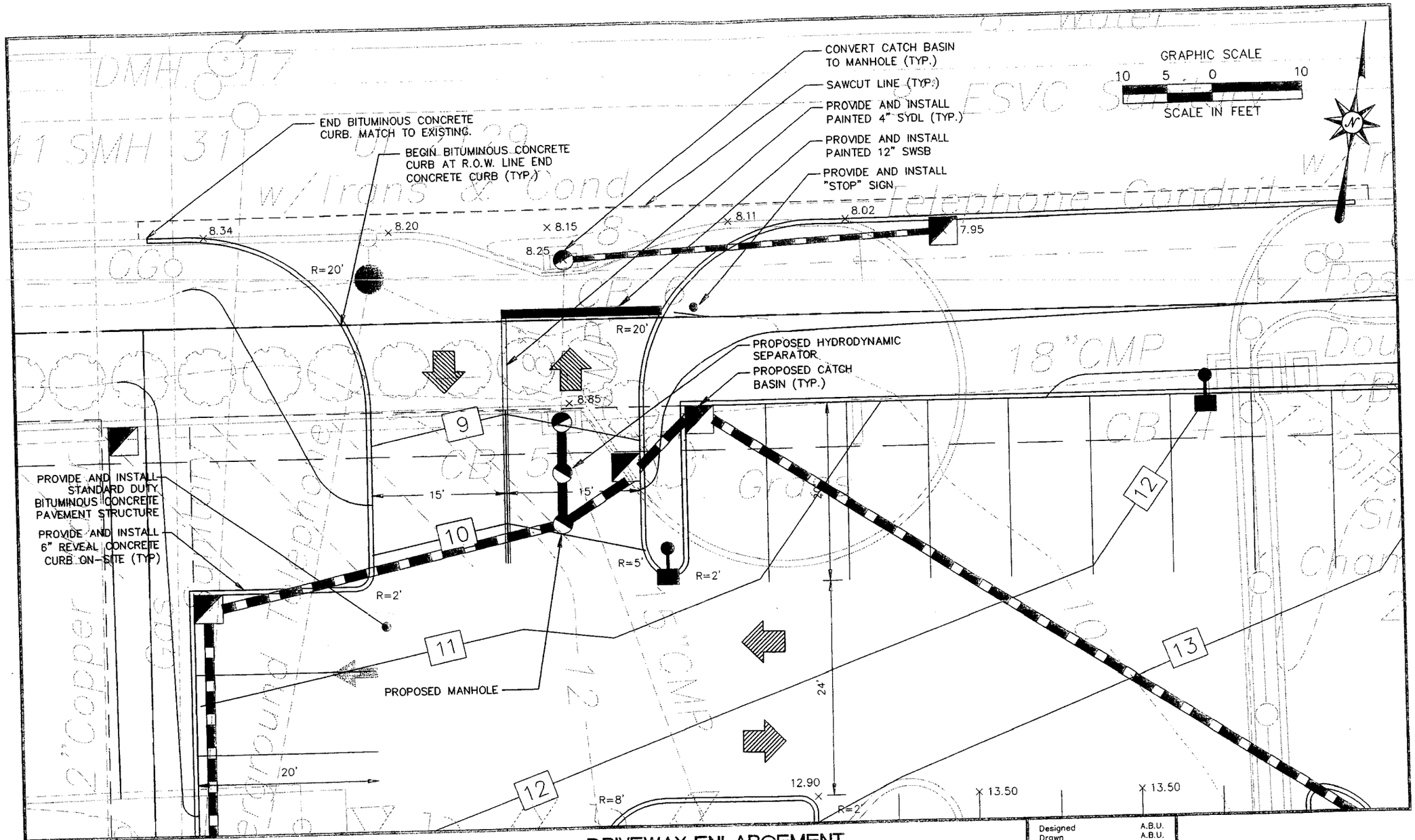

BL Companies

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LAND SURVEYING
ENVIRONMENTAL SCIENCES

355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

DRIVEWAY ENLARGEMENT

PROPOSED SELF STORAGE BUILDING
2101 COMMERCE DRIVE
BRIDGEPORT, CONNECTICUT

Designed	A.B.U.
Drawn	A.B.U.
Checked	
Approved	
Scale	1"=10'
Project No.	11D1899
Date	8/17/2011
CAD File	GD11D189901-Driveway 11x17

SK-1

XREF (s): ; XY11D189901 ; XC11D189901 ; XC11D189902

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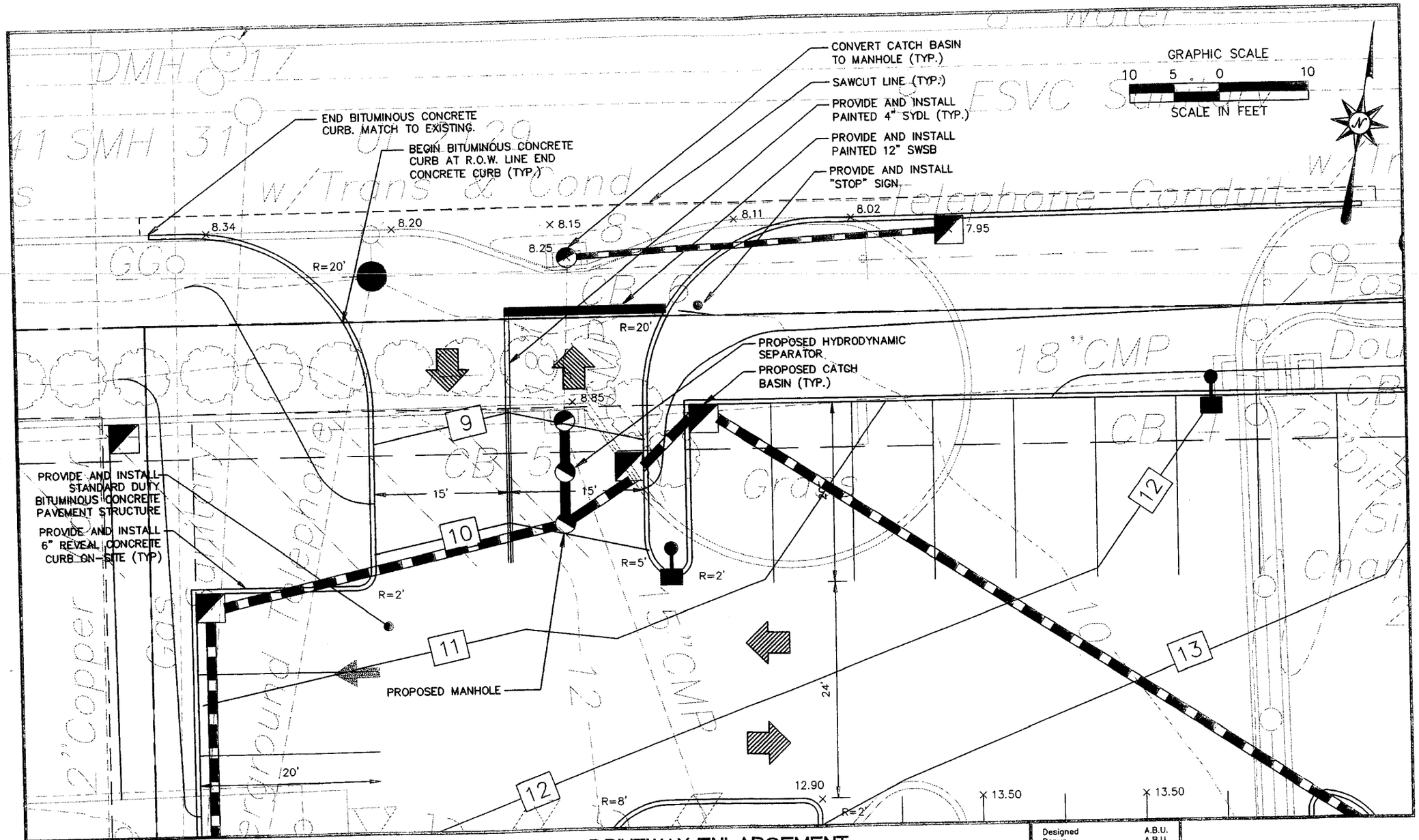

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LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES

355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

DRIVEWAY ENLARGEMENT

PROPOSED SELF STORAGE BUILDING
2101 COMMERCE DRIVE
BRIDGEPORT, CONNECTICUT

Designed	A.B.U.
Drawn	A.B.U.
Checked	
Approved	
Scale	1"=10'
Project No.	11D1899
Date	8/17/2011
CAD File	GD11D189901-Driveway 11x17

SK-1

XREF (s): ; XY11D189901 ; XC11D189901 ; XC11D189902

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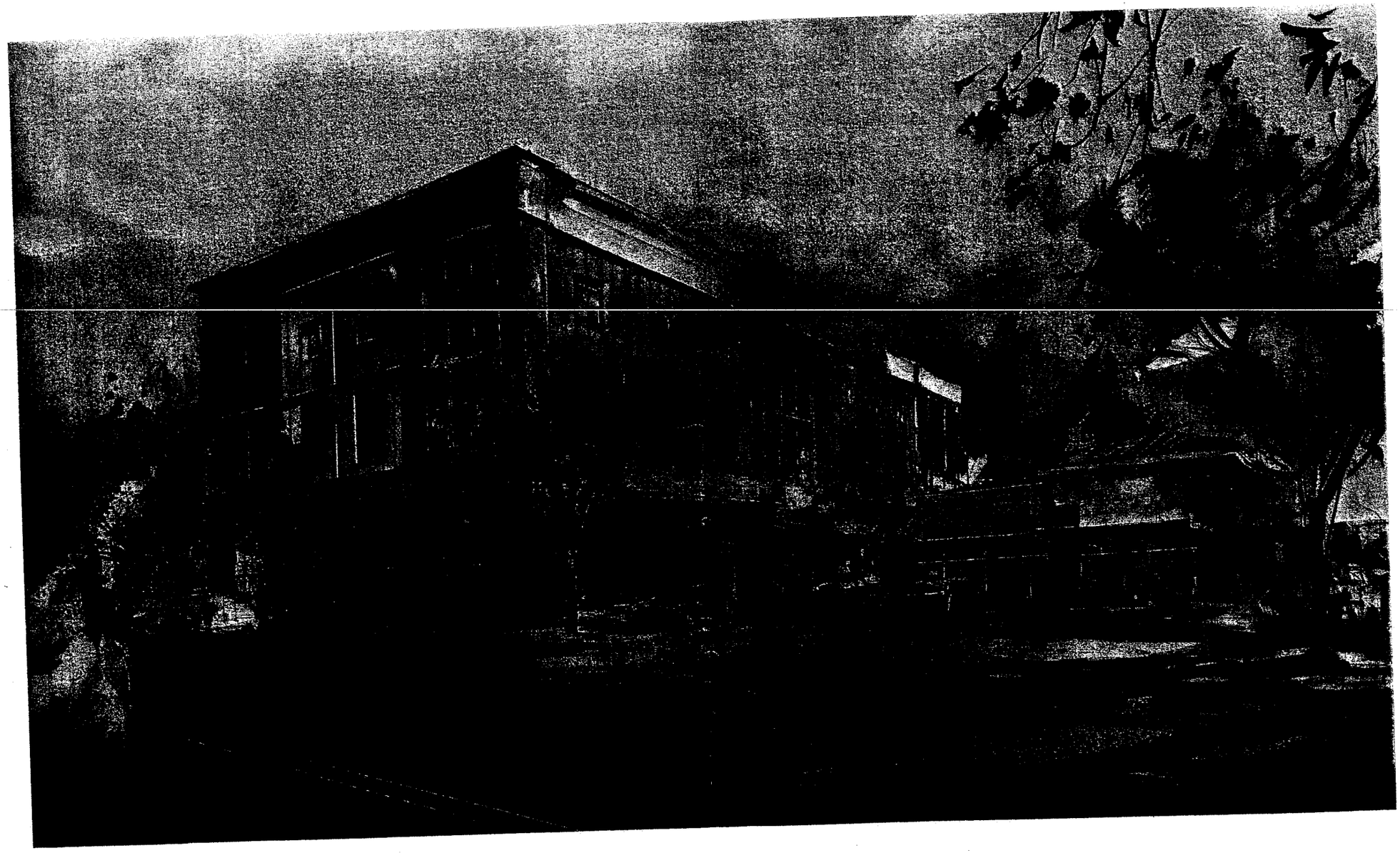

SSG DEVELOPMENT & CONSTRUCTION

Proposed Self-Storage Building
Bridgeport, Connecticut

Conceptual Rendering
Date: 07/11/2011
Job#: 11D1899

BL Companies

City of Bridgeport, Connecticut
DEPARTMENT OF CENTRAL GRANTS AND COMMUNITY DEVELOPMENT
999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #130-10 Referred to ECD&E Committee on 09/06/2011

August 31, 2011

To: City Clerk Fleeta Hudson

From: Renu Gupta

Re: 2011 Funding for Medical Reserve Corps

The Central Grants seeks authorization to enter into a partnership with the Westport Weston Health District and receive funding to build the capacity of the Medical Reserve Corps.

The Westport Weston Health District is serving as the fiduciary for DPH funding to be disbursed to the towns in Region I to support local Medical Reserve Corps. Bridgeport received $6,000. The funding will be used to recruit and train volunteers to respond to public health emergencies.

Thank you for your attention to this matter. Please feel free to call me at 576-7732 with any questions.

RECEIVED
CITY CLERK'S OFFICE
2011 AUG 31 P 1:55
ATTEST
CITY CLERK

EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: Local Capacity Building for Medical Reserve Corps

RENEWAL X NEW ___

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:
The Westport Weston Health District is serving as the fiduciary for DPH funding to be disbursed to the towns in Region I to support local Medical Reserve Corps. Bridgeport received $6,000. The funding will be used to pay a subcontractor who will recruit and train volunteers to respond to public health emergencies.

CONTRACT DATES: Funds must be spent by June 30, 2012.

PROJECT GOALS AND PROCEDURES: Build the capacity of the Medical Reserve Corps by:

1) Actively recruit volunteers from community health centers, VNA, schools of nursing, special needs groups, private physicians and local employers.
2) Screen volunteers for appropriate credentials and background checks.
3) Organize, train and educate volunteers.
4) Collaborate with local hospitals, health departments, emergency management planners and other volunteer organizations.
5) Help provide surge capacity for a public health disease outbreak.
6) Participate in community preparedness drills.
7) Plan meetings, exercises, and team building activities to maintain volunteer interest.
8) Assist Health Department during disasters and public health emergencies.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):
Federal:
State:
City:
Other: $6,000

FUNDS REQUESTED
Salaries/Benefits:
Printing Supplies: $330
Food for training
Advertising
Subcontracts: Yes X No ___
If yes, supply listing and dollar amount (please attach)

Terron Jones will be paid $5,670 (35 hrs x $18/hr x 9 weeks = $5,670)

WHEREAS, the Westport Weston Health District is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Westport Weston Health District acting as fiduciary for the DEMHS Region I Regional MRC and,

WHEREAS, funds under this grant will be used to build the capacity of the Medical Reserve Corps; and,

WHEREAS, the Westport Weston Health District is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Westport Weston Health District acting as fiduciary for the DEMHS Region I Regional MRC and,

WHEREAS, funds under this grant will be used to build the capacity of the Medical Reserve Corps; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, receive funding from the Westport Weston Health District in an amount not to exceed $6,000 for the purpose of building the capacity of the Medical Reserve Corps; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's partnership with the Westport Weston Health District for funds to build the capacity of the Medical Reserve Corps.

2. That it hereby authorizes, directs and empowers the mayor or his designee to enter into partnership with the Westport Weston Health District for a Local Capacity Building for the Medical Reserve Corps, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

City of Bridgeport, Connecticut
DEPARTMENT OF CENTRAL GRANTS AND COMMUNITY DEVELOPMENT
999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #131-10 Referred to ECD&E Committee on 09/06/2011

August 30, 2011

To: Fleeta Hudson

From: Renu Gupta

Re: **2011 – 2012 Per-Capita Grant**

The Central Grants Department seeks authorization for Mayor Finch to enter into grants in aid agreement with the Connecticut Department of Public Health for a Per-Capita Grant and to sign all related documents.

The funding of $162,011.64 is based on population and will be used to support administrative staff and to implement various health and wellness initiatives.

Thank you for your attention to this matter and please feel free to call me at 576-7110 with any questions.

RECEIVED
CITY CLERK'S OFFICE
2011 AUG 31 P 1:55
ATTEST
CITY CLERK

EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : **Per Capita Grant**

RENEWAL X NEW ____

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:
The Per Capita Grant is a formula grant based on the city's population. Bridgeport will receive $162,011.64 in FY12. Per State Statute, funding is used to promote the formation and development of full-time local health services in all towns in the state.

CONTRACT DATES:
July 1, 2011 – June 30, 2012

PROJECT GOALS AND PROCEDURES:

- Oversee staff and monitor and administer General Fund and grant funded programs under the Health and Social Services umbrella to ensure efficiency.
- Collaborate on public-private partnerships to coordinate services and expand and enhance funding to the Bridgeport community.
- Assess ongoing programs through close process evaluation with an eye to better implementing programs and meeting community needs.
- Utilize Public Health interns to implement special projects and supplement City staff.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):
Federal:
State: $162,011.64
City:
Other:

FUNDS REQUESTED
Salaries/Benefits: $139,946
Supplies/equipment/ $3,565.64
Transportation/Travel:
Other (explain):
Subcontracts: X Yes ___No
If yes, supply listing and dollar amount (please attach)

Constance Heye @ $10,000 to aid in analysis and dissemination of CARES data and development of systems to track health equity and program outcomes.

Robert Tota @ $8,500 to aid in the development, promotion and implementation of the Let's Move Bridgeport Campaign and the City of Bridgeport's obesity initiative.

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

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

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

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the Ct State Department of Public Health in an amount not to exceed $162,011.64 to support the Department of Health and Social Services in various health and wellness initiatives; 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 Ct State Department of Public Health for funds to support the Department of Health and Social Services in various health and wellness initiatives.

2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Ct State Department of Public Health for a Per Capita Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Donald C. Eversley
Director

COMM. #132-10 Referred to ECD&E Committee on 09/06/2011

RECEIVED
CITY CLERK'S OFFICE
2011 AUG 31 P 4:19
ATTEST
CITY CLERK

August 31, 2011

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

RE: Resolution Regarding the Disposition of 2836 Fairfield Avenue

Dear Honorable Body:

Please find attached for your review and consideration a proposed resolution regarding the disposition of property at 2836 Fairfield Avenue, site of the building known as the Black Rock Bank & Trust. This resolution is co-sponsored by 130th District Councilpersons Susan T. Brannelly and Martin C. McCarthy.

Representatives of this office will attend the meetings in which you consider this matter, prepared to discuss it in all aspects. Please feel free to call me at (203) 576-3976 should you have any questions.

Thank you for your attention.

Sincerely,

Edward P. Lavernoich
Office of Planning and Economic Development

Cc. Mayor Bill Finch
Andrew Nunn, CAO
Donald Eversley, OPED Director

Attachments

A Resolution by the Bridgeport City Council
Regarding the Disposition of 2836 Fairfield Avenue

WHEREAS, the City of Bridgeport (City) took possession of 2836 Fairfield Avenue, historically known as the Black Rock Bank & Trust Building, and hereinafter referred to as the Property, via eminent domain in 2002; and

WHEREAS, for several years the City allowed the Property to be occupied and otherwise controlled by a non-profit arts group that did not have the resources to adequately maintain it, resulting in considerable deterioration of the building structure on the property; and

WHEREAS, it is in the best interest of the City of Bridgeport to facilitate reinvestment in the Property and returning it to the City's property tax roll, while ensuring to the greatest extent possible that ownership and development rights are granted to a capable party with a feasible and acceptable redevelopment plan consistent with the City's Master Plan and other relevant plans; and

WHEREAS, the City, acting through its Office of Planning and Economic Development, previously issued two separate Request for Proposals (RFP) for the Sale and Development of the Property, in August 2009, and January 2010, respectively; and

WHEREAS, each of the respective RFPs resulted in one response that satisfied the requirements of the RFP, but in neither case could the proponent offer a definitive commitment as to how and when the Property would be redeveloped, so agreements could not be reached ; and

WHEREAS, the Office of Planning and Economic Development, despite not issuing a subsequent RFP solicitation, received a small number of inquiries from parties that either proposed what were considered unacceptable development scenarios for the property; projects that they did not appear to have the track record to implement; or proposed to purchase the property solely on a speculative basis, with no specific project plans at all; and

WHEREAS, the ongoing idleness of the Property may have contributed to even more deterioration of the building structure and concerns about the feasibility of saving the building; and

WHEREAS, Silver Spring Properties is a newly formed partnership of individuals with extensive and applicable real estate development experience; and

WHEREAS, Silver Spring Properties has proposed development plans for the Property to the City that are both acceptable and within its capabilities to implement, in the judgment of the Office of Planning and Economic Development; and

WHEREAS, the Office of Planning and Economic Development has recommended to the Mayor and City Council that Silver Spring Properties be given the opportunity to purchase and develop the property subject to the terms and conditions generally outlined in the attached Letter of Intent, to be more specifically defined in a disposition agreement.

NOW, THEREFORE BE IT RESOLVED,
That the Bridgeport City Council authorizes the Mayor to negotiate the specific terms of a disposition agreement with Silver Spring Properties, or a commonly owned entity, to sell and develop the Property substantially in accord with the Letter of Intent; and .

FURTHER, BE IT RESOLVED, that the Mayor is authorized to the extent allowed by statute to modify or discontinue the Municipal Development Plan, as he may determine necessary to facilitate the implementation of the development project of Silver Spring Properties.

Letter of Intent
Between City of Bridgeport & Silver Spring Properties
For the Disposition of Property Located at
2836 Fairfield Avenue, Bridgeport, CT
(the "Premises")

This document constitutes a letter of intent ("**LOI**") between the parties establishing the material terms of a proposed land disposition agreement ("**LDA**") between the City of Bridgeport ("**City**") and Silver Spring Properties ("**Developer**") for real property located at 2836 Fairfield Avenue, Bridgeport, CT (former Black Rock Bank building) (the "**Premises**") set forth and described on **Exhibit A** attached hereto, which LDA shall contain substantially the same terms and conditions set forth herein and such other terms and conditions as may be mutually agreed between the parties. The City will seek City Council approval to enter into the LDA (defined below).

Developer's Due Diligence; Access Agreement

The City shall provide Developer access to the Premises for the purpose of inspection and testing by separate access agreement (copy attached hereto as **Exhibit B**) from the date of execution of the access agreement until the City Council has given its approval ("**Due Diligence Period**"). The Due Diligence Period will be extended if the Developer elects to enter into the Option Period (defined below).

Development Proposal

Developer proposes to fit out the ground floor of the Premises for a restaurant and is in discussions with a restaurant operator. If, during the Due Diligence Period, the Developer is unable to reach agreement with a suitable restaurant operator, the Developer intends to lease the ground floor to a bank, or for professional offices or appropriate retail tenants. the Developer must notify the City if the primary tenant will be a user different than a restaurant. The City reserves the right to impose reasonable use restrictions in the LDA.

Developer intends to retrofit or rehabilitate the second floor for commercial or residential use.

Developer intends to retrofit the property to a "vanilla shell" standard (herein referred to as "Required Investment") and expects to complete the "vanilla shell" renovation of the Premises within 9 months after the Closing.

Upon execution of this LOI, the parties will begin negotiation of the LDA so that it is in form for execution no later than thirty (30) days after City Council approval.

Purchase Price; Deposit; Option Period

Developer shall pay to the City the sum of Two Hundred Twenty Thousand Dollars ($220,000.00) ("**Purchase Price**") for the Premises, payable as follows: Upon execution of the LDA, Developer shall pay to the City on a prepaid, non-refundable basis, a deposit of Forty-Four Thousand Dollars ($44,000.00) ("**Deposit**"). At the closing, Developer shall pay the balance of the Purchase Price in the amount of One Hundred Seventy-Six Thousand Dollars ($176,000.00).

The Deposit shall be non-refundable except under the following circumstances:

- If Developer's bona fide zoning application filed during the Due Diligence Period is denied by the Planning and Zoning Commission;
- If the City is unwilling to agree to cure title deficiencies; or
- If Developer documents the need for remediation of environmental conditions in excess of $10,000 during the Due Diligence Period
- Upon the occurrence of a City Event of Default that is not cured within thirty (30) days after written notice

Notwithstanding anything contained in this LOI to the contrary, if Developer is unable to obtain a commitment for construction financing before City Council approval, Developer may, prior to City Council approval, give written notice to the City seeking to extend the Due Diligence Period for an additional one hundred twenty (120) days (the "**Option Period**") and thereupon the Due Diligence Period shall be extended and shall expire when the Option Period expires.

Developer shall obtain a current title search of the Premises within thirty (30) days after execution of this LOI. The Premises will be conveyed subject to all encumbrances mutually agreed to between the parties ("**Permitted Encumbrances**") prior to City Council approval.

Proposed Sequence of Events

- City and Developer agree to and execute LOI
- City submits request for City Council approval (final action estimated to take 6-8 weeks)
- Developer conducts due diligence prior to City Council approval, with the exception of environmental due diligence.

- The parties negotiate the LDA during the period prior to City Council approval
- Upon receipt of City Council approval, the parties execute the LDA
- Developer may close title within 30 days after receipt of City Council approval if construction financing is in place
- If construction financing is not in place, Developer may elect the Option Period
- If Developer elects the Option Period, Developer may close title immediately upon securing construction financing or no later than 30 days after the expiration of the Option Period

Right to Assign; No Recording

Developer may not without the City's prior written consent sell or assign interests in Developer or this LOI or its interest in the LDA, except to an affiliate over which Developer maintains ownership and control. The City may withhold its consent in the exercise of its commercial business judgment.

Developer is prohibited from recording this LOI. Recording shall be considered a default under this LOI and will entitle the City to terminate it in its sole discretion and to retain all funds paid by the Developer hereunder.

Time of Closing

Developer shall close title to the Premises ("**Closing**") no later than thirty (30) days after City Council approval if it has secured construction financing, provided, however, that, if the Developer elects the Option Period, the Closing shall occur no later than thirty (30) days after the expiration of the Option Period contingent upon the Developer demonstrating to the City's satisfaction that it has secured a commitment for construction financing or has equivalent funds available. The City reserves the right to extend the Developer's time for performance hereunder in its sole discretion.

Events of Default

Developer shall be in default if any of the following occur (each an "**Event of Default**") and are not cured within a period of thirty (30) days after written notice ("**Cure Period**"):

- Failure to make any payment required hereunder
- Breach of a material term or condition of this LOI or the LDA
- The creation of a mechanics' lien against the Premises that is not removed within thirty (30) days
- Filing for bankruptcy that is not dismissed within thirty (30) days or admitting insolvency or the inability to pay creditors
- Recording of this LOI or the LDA

- Abandonment of the Premises
- Failure to close title within 30 days after City Council approval or within 30 days after the expiration of the Option Period, if elected
- After Closing, failure to complete the required investment within nine (9) months.

Remedies Upon Default

If Developer commits an Event of Default that is not cured during the Cure Period provided under this LOI or under the LDA, the City shall have the right to terminate the LOI or the LDA, as the case may be, and may commence a summary process action and evict or restrain Developer from entering into or occupying the Premises without any obligation on the City to compensate Developer for the value of any improvements made to the Premises, and may seek all other remedies available at law or in equity against the Developer.

If Developer damages the Premises or fails to complete the Required Investment required by the LDA after the Closing, the City may seek compensation from Developer to repair any damage to or to restore the Premises, including but not limited to any costs and expenses to secure the Premises from any further damage, including the City's costs, expenses and reasonable attorneys' fees.

If the Developer fails to complete the required improvements to the Premises within 9 months after the Closing or abandons the Premises, as determined by a court having competent jurisdiction over the parties, title to the Premises and all improvements shall revert to the City ("**Reversionary Rights**") and the Developer shall provide to the City all documents required by the City to return title to the Premises to the City, subject only to the Permitted Encumbrances, which may include a first mortgage to an institutional lender, and all taxes, sewer and utility charges incurred and outstanding at transfer. The City agrees to subordinate its Reversionary Rights to a first mortgage from an institutional lender but not otherwise

Exclusivity

The City shall not market the Premises to any other party or negotiate in any manner with any other party between the date of execution of the LOI and the expiration of either the Due Diligence Period or the Option Period if the Developer has elected the Option Period.

Dispute Resolution

If the parties cannot resolve any dispute between them by informal mediation, either party may commence a lawsuit in a court located in Fairfield County, Connecticut having competent jurisdiction over the parties.

Miscellaneous

The contract of sale will contain such other terms and conditions that are typical of a commercial real estate transaction.

Agreement

By signing below, the parties agree to enter into a Lease consistent with the terms described herein.

Silver Spring Properties
By: Douglas Adams
Duly-authorized

Date: 8/31/11

City of Bridgeport
By: Bill Finch, Mayor

Date: 8/31/11

Exhibit A

Legal Description of the Premises

Exhibit B

PROPERTY ACCESS AGREEMENT

THIS AGREEMENT made as of _____ , 200__ by and between the **City of Bridgeport**, acting through [_____], 45 Lyon Terrace, Bridgeport, Connecticut ("**City**" or "**Licensor**") and _____, a _____ organized under the laws of the State of _____, having a principal place of business at _____ ("**Licensee**"; the term Licensee shall also include representatives, agents, employees, contractors, occupants and tenants, as applicable).

WHEREAS the Licensor has agreed to **[describe permission or right granted by Licensor]** and Licensee has agreed to **[describe what Licensee has agreed to do in return]** that certain real property commonly known as _____, Bridgeport, Connecticut ("Premises") pursuant to **[identify any separate agreement or other document that may be involved]**;

WHEREAS the Licensor has agreed to allow the Licensee, its representatives, agents and contractors a non-exclusive license to enter upon and occupy the Premises, secure the same, and **[describe scope of activities generally]** at the Premises at the sole cost, expense and liability of the Licensee, on the terms and conditions set forth herein;

NOW, THEREFORE, the Licensor and the Licensee mutually agree as follows:

1. **Right of Entry.** The Licensee is [describe who the licensee is with respect to the City, the property owner if different, or the party wanting access] of the Premises pursuant to **[identify any agreement, approval, statute or order that may be relevant to access]** (the "Agreement"), which is annexed hereto as **Exhibit A [if necessary]**. The Licensor hereby grants to the Licensee, its representatives, agents and contractors a license to enter upon and occupy the Premises at the Licensee's sole risk and liability for the purposes set forth herein.

2. **Use of Premises.** The Licensee may enter upon the Premises for the purpose of **[identify the specific scope of work or scope of activity, or attach a complete description as an exhibit].** The use of the Premises shall at all times be in compliance with all laws, rules and regulations of municipal, state and federal governments. At the time of Licensee's occupancy of the Premises pursuant to this agreement, it shall comply with all laws related to its entry upon and activities at the Premises, including but not limited to contacting the Call-Before-You-Dig program as to utility locations and any state or municipal agencies and authorities having jurisdiction over the Premises, the activities to be conducted, etc.

3. **Indemnification and Insurance.** A. **Indemnification.** The Licensee agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from entry upon, occupancy and use of the Premises, or occupancy or holding over after the Licensee no longer has a right to occupy or have access to the Premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, property damage regardless of cause, except that the Licensee shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. **Insurance requirements:** The following insurance coverage is required to be produced to the City and maintained by the Licensee at its own expense. It is further understood that the Licensee shall require similar coverage, as appropriate, from every contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by this agreement that may enter onto or occupy the Premises on behalf of the Licensee. All non-standard endorsements and provisions shall be disclosed in advance in writing to the City. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of this agreement without interruption and for one year after the Licensee's last activity at the Premises, the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15, or a rating otherwise acceptable to the City. The Licensee will not enter upon the Premises or commence any work or other activity until the required insurance is purchased, submitted to and approved by the City.

Comprehensive General Liability (occurrence form) naming the City as an additional insured and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, broad form property damage and personal injury, political risk, care, custody and control, with limitations of $1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for independent contractors, employees, and care, custody and control will be removed. The Licensee or its agent shall inform the City in advance of any unusual endorsements or policy provisions that may be part of the insurance contract(s).

Comprehensive Automobile Liability insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as an additional insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of $1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements including voluntary compensation, broad form all states endorsement, U.S. Longshoremen's and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than $500,000 per claim.

Owner's Protective Liability to the extent the work under the contract is sublet to others, the Licensee will purchase and maintain such insurance naming the Licensor as additional insured.

Property Damage insuring against direct damage loss to buildings, structures or improvements covering the interest of the City, the Licensee, its contractors and subcontractors and parties having an interest therein. The City shall be named as loss payee as its interests may appear.

General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

Additional insured—The Licensee shall ensure that the Licensee and its contractors and subcontractors will arrange with their

respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties by policy endorsement except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the City as loss payee with respect to any damage to property of the City, as its interests may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance, declaration pages, policy forms and endorsements issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's A + 15 financial ratings, or a rating otherwise acceptable to the City. The City shall be designated in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
45 Lyon Terrace
Bridgeport, Connecticut 06604

The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Licensee's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, declaration pages, endorsements, certificates and other evidence of insurance shall be subject to the review and satisfaction of the City.

4. **Remedies For Default.** If, after the Licensee has entered the Premises pursuant to the license granted by this agreement, the Licensee fails for any reason to **[e.g., close title, remove itself and its equipment from the Premises, restore the Premises to the condition it was in prior to Licensee's entry, etc.]** immediately but in any event no later than thirty (30) days after written notice from the Licensor, the Licensee shall be liable for use and occupancy payments to the Licensor for each day it or anyone associated

with it continues to occupy the Premises and for all costs and expenses, including attorneys' fees, incurred by the Licensor in removing the Licensee from the Premises.

5. **Condition of Premises.** The Licensee shall not permit or allow any deterioration or waste to be committed at the Premises, and shall correct any condition or defect that might lower the value or utility of the Premises. If Licensee does not take title to the Premises in accordance with the agreement, the Licensee shall return the Premises to at least the same condition in which the Premises was found when the Licensee commenced its entry and occupancy pursuant to this agreement. If Licensee shall not remove itself from the Premises in accordance with this agreement, title to all installations and improvements, if any, made by the Licensee to the Premises, upon installation thereof, shall become the sole property of the Licensor unless otherwise stated herein. The Licensee shall not permit any mortgage or tax lien, mechanic's lien, charge, or encumbrance to be placed upon the Premises in connection with, or during its occupancy of the Premises under this agreement.

6. **Miscellaneous.** All disputes between the parties, if they cannot be resolved by mutual agreement, shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

LICENSOR

By:_____
Name:
Title:

LICENSEE

By:_____
Name:
Title:

[Attach exhibits]

129-10

Referrals:

COMMUNICATION

FROM: Bill Finch, Mayor

Re: Consideration and Vote on Resolution regarding Inter-district Magnet High School at Fairchild Wheeler Memorial Park releasing Restriction for school construction.

REFERRED FOR IMMEDIATE CONSIDERATION

CITY COUNCIL: September 06, 2011

ADOPTED: Fleeta C Hudson

ATTEST: _____

APPROVED: _____

Mayor

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

BILL FINCH
Mayor

COMM.# 129-10 Referred for Immediate Consideration on 09/06/2011

August 31, 2011

The Honorable Fleeta C. Hudson
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

FOR IMMEDIATE CONSIDERATION

Dear Fleeta:

I am respectfully requesting that the following be made part of the agenda for Immediate Consideration in the next council meeting scheduled for Tuesday, September 6, 2011.

(1) Consideration and Vote on Resolution regarding Inter-district Magnet High School at Fairchild Wheeler Memorial Park releasing restrictions for school construction.

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2011 AUG 31 P 3:40
ATTEST
CITY CLERK

Sincerely,

Bill

Bill Finch
Mayor

RESOLUTION OF CITY COUNCIL
OF THE CITY OF BRIDGEPORT

On a motion made and duly seconded, the following resolutions were approved by the City Council of the City of Bridgeport (the "Council") at a duly noticed meeting on September __, 2011:

WHEREAS, the City of Bridgeport, as Grantor, (the "City") conveyed certain park properties to the State of Connecticut, as Grantee, (the "State") in 1992, including property then situated in Trumbull, Connecticut known as Fairchild Memorial Park; and

WHEREAS, at the time of said sale, the City placed certain restrictions on said park properties; and

WHEREAS, the City, through its School Building Committee, has entered into a contract with the State to repurchase approximately 35 acres of land in Fairchild Memorial Park shown as Parcels B-1 and C-1 on the attached map (the "School Property") from the State for educational and municipal purposes, to wit, the construction and operation of an interdistrict, multi-magnet high school; and

WHEREAS, the Connecticut General Assembly has relocated the municipal boundary between the City and the town of Trumbull such that the School Property is now annexed to, and a part of, the City; and

WHEREAS, the State has provided a grant to the City for the acquisition of the School Property and the construction of a multi-magnet high school thereon; and

WHEREAS, the release of the restrictions on the School Property will avoid delaying the development of the School Property for its intended purposes; and

WHEREAS, the Board of Park Commissioners of the City has recommended that the following restrictions which were placed upon the transferred park properties in 1992 be released as to the School Property (the "Restrictions"):

(i) "The Premises described on Schedule "A" herein shall be maintained in perpetuity by the Grantee, its successors and assigns, as a public park for recreational purposes and for no other purpose or use whatsoever. A violation of this restriction shall not create a right of reversion in favor of the Grantor, but does create an equitable right to enforce such restriction."

(ii) "The Premises described on Schedule "A" herein shall be further subject to the terms and conditions contained in a Purchase and Sale Agreement by and between the City of Bridgeport and the State of Connecticut dated August 24, 1992, a copy of which has been filed on the Bridgeport Land Records in Volume 3036, at Page 63."

WHEREAS, it is necessary to consummate the acquisition of the School Property without delay.

Now Therefore, Be It Resolved, that the Council does hereby approve the release of the School Property from the Restrictions substantially as described in a certain document entitled Release and Discharge; and

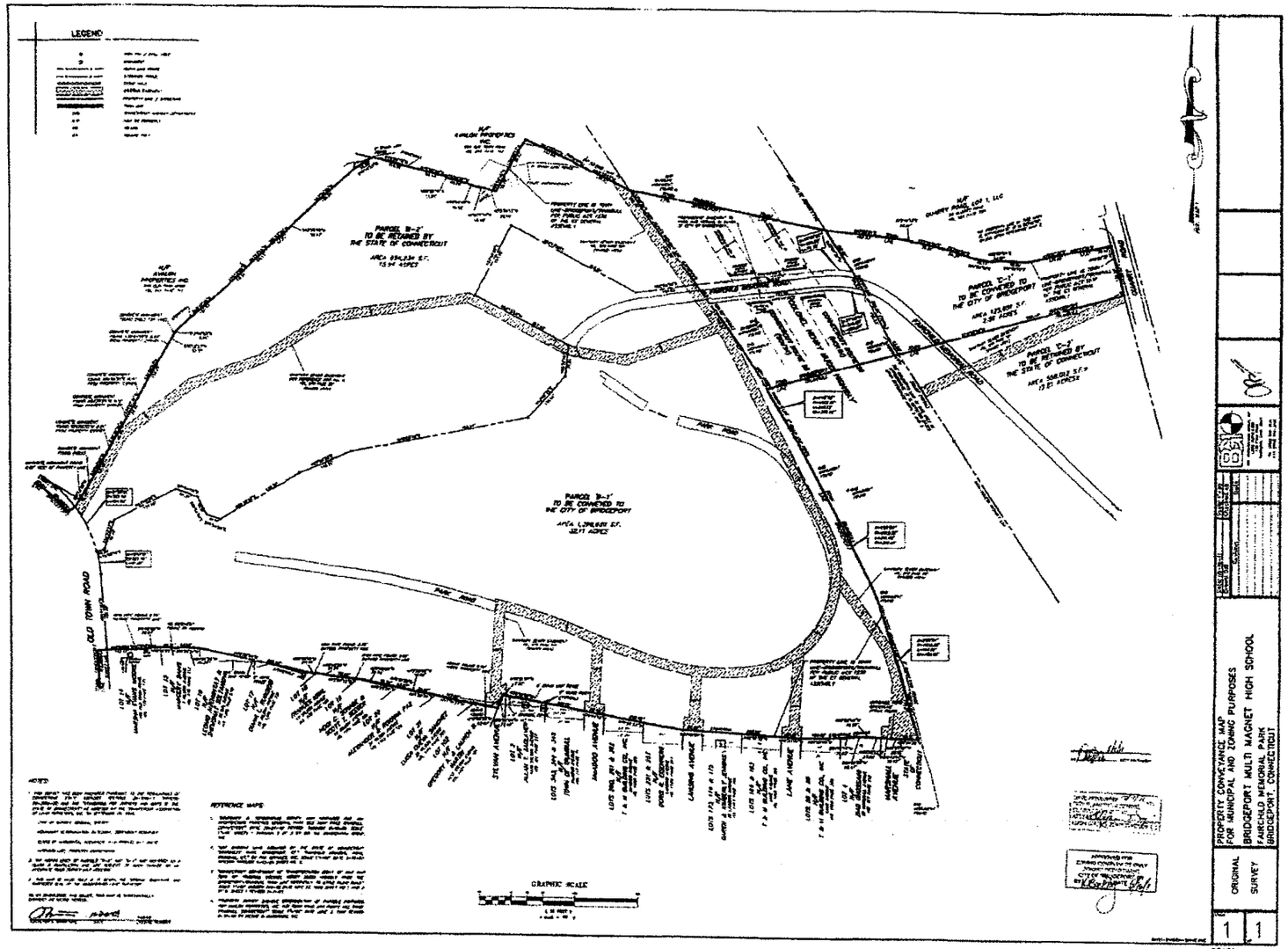
Be It Further Resolved, that the Council does hereby authorize and empower the Mayor of the City to negotiate such terms and conditions as may be reasonably necessary or appropriate to effectuate and consummate the repurchase of the School Property from the State, including, without limitation, the release of the Restrictions

WHEREAS, it is necessary to consummate the acquisition of the School Property without delay.

Now Therefore, Be It Resolved, that the Council does hereby approve the release of the School Property from the Restrictions substantially as described in a certain document entitled Release and Discharge; and

Be It Further Resolved, that the Council does hereby authorize and empower the Mayor of the City to negotiate such terms and conditions as may be reasonably necessary or appropriate to effectuate and consummate the repurchase of the School Property from the State, including, without limitation, the release of the Restrictions; and

Be It Further Resolved, that the Council does hereby authorize and empower the Mayor of the City to execute and deliver said Release and Discharge as well as any and all other documents as may be reasonably necessary or appropriate to effectuate and consummate the purchase of the School Property from the State.


LEGEND
PARCEL "B-1"
TO BE RETAINED BY
THE STATE OF CONNECTICUT
PARCEL "C-1"
TO BE CONVEYED TO
THE CITY OF BRIDGEPORT
PARCEL "D-1"
TO BE RETAINED BY
THE STATE OF CONNECTICUT
PARCEL "A-1"
TO BE CONVEYED TO
THE CITY OF BRIDGEPORT
OLD TOWN ROAD
PARK ROAD
STEWART AVENUE
HAWOOD AVENUE
LAGUNA AVENUE
LANE AVENUE
GRAPHIC SCALE
NOTES
REFERENCE MAPS
PROPERTY CONVEYANCE MAP
FOR MUNICIPAL AND ZONING PURPOSES
BRIDGEPORT MULTI MAGNET HIGH SCHOOL
FAIRCHILD MEMORIAL PARK
BRIDGEPORT, CONNECTICUT
ORIGINAL
SURVEY
1
1
08121

RES. # 128-10 Referred to Public Safety & Transportation Committee (09/06/2011)

Resolution

By Council Member Denese Taylor-Moye, 131st District

For introduction at the meeting of the City Council to be held on September 6, 2011.

For referral to the Committee on Transportation and Public Safety

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CITY CLERK'S OFFICE
2011 AUG 31 A 11:55

Resolution to request a streetlight on utility pole (unnumbered) in front of 128 Milne Street.

Whereas, residents of Milne Street have brought concern for public safety and quality of life issues to the attention of the City Council Member.

Whereas, meetings with the Council Member and Police Department representatives have been arranged to review the issues and ways to address them.

Whereas, as a result of this interaction, residents on Milne Street have requested an additional streetlight on the utility pole in front of 128 Milne Street to address some concerns.

Whereas, City Ordinance Chapter 12.60 STREETLIGHT INSTALLATIONS details the process for City Council Members to follow for requesting the installation of a streetlight. (Documentation attached)

Be it resolved that a streetlight be installed on the utility pole (unnumbered) in front of 128 Milne Street.

Submitted: Denese Taylor-Moye 8-30-2011

Denese Taylor-Moye Date

June 21, 2011

Denese Taylor-Moye

Bridgeport City Council

Office of Legislative Services

999 Broad Street

Bridgeport, CT 06604

RECEIVED

2 2 2011

Per

Dear Councilwoman Denese Taylor-Moye,

I would like to thank you for the attention you have given to the issues of public safety in my neighborhood. Your personal involvement is making a difference in our quality of life.

As we continue to work together building a safer environment for Bridgeport's residents, I am requesting your support to secure a light in front of 121 Milne Street.

I will look forward to hearing from you regarding this request as I am sure it will reduce Violent Crime in the evening hours.

Sincerely,

Irineu Portella

Irineu Portella

121 milne st. 06604 BRIDGEPORT CT.

Bridgeport
City Council

Thomas C. McCarthy
City Council President

Carlos Silva
President Pro Tempore

Richard Bonney
Majority Leader

Susan T. Brannelly
Martin C. McCarthy
130th District

Anderson Ayala
Denese Taylor-Moye
131st District

M. Evette Brantley
Robert S. Walsh
132nd District

Howard Austin Sr.
Thomas C. McCarthy
133rd District

Michelle A. Lyons
ayMarie Vizzo-Paniccia
134th District

Warren Blunt
Richard Bonney
135th District

Angel M. de Para, Jr.
Carlos Silva
136th District

Manuel Ayala
Lydia N. Martinez
137th District

Robert P. Curwen, Sr.
Richard M. Paoletto, Jr.
138th District

Andre F. Baker, Jr.
James Holloway
139th District

Bill Finch
Mayor

Fleeta Hudson
City Clerk

August 10, 2011

Gary T. Pattavina, United Illuminating
John Cottell, Utilities Manager, City of Bridgeport
Jon Urquidi, Office of the City Engineer
Raymond Domizio, Tree Warden, Bridgeport Parks and Recreation Department

Dear Gentlemen:

I have been interacting with residents of Milne Street to address concerns they have brought to my attention. The City Council's Office of Legislative Services has assisted me in arranging meetings of residents and Police Department representatives. From this interaction have come recommendations by the Police Department and requests by the residents.

One request from the residents is for an additional streetlight. They have requested a streetlight be placed on the utility pole in front of 128 Milne Street. The numbers are missing from the pole.

The process for a City Council member to request a streetlight is detailed in Ordinance Chapter 12.60 Streetlight Installations.

Attached is a copy of the ordinance. A copy of the required letter from the petitioning resident is attached.

Please prepare your input as listed in the ordinance and forward it to Tom White in the Office of Legislative Services where the information will be compiled and shared with the Director of Public Facilities for review and a Council Resolution prepared.

The input from United Illuminating and the City Tree Warden has already been received. I request that the City Utilities Manager and Office of the City Engineer submit their input without further delay so that I can submit my request to the City Council with the information prescribed in the ordinance so that it can be reviewed and acted on using the criteria detailed in the ordinance and your input.

Sincerely,

Denese Taylor-Moye

Denese Taylor-Moye
Council Member, 131st District

Chapter 12.60 STREETLIGHT INSTALLATIONS

City council members may request the installation of streetlights in their respective district in the form of a council resolution to be referred to the committee on public safety and transportation for recommendation.

The council resolution submittal solution shall include the following information which will be compiled by the director of public facilities or his or designee, or city council staff with a copy to the director of public facilities or his or her designee for review, before submission to the city clerk:

1. A letter from the petitioner explaining the reason for the request.

2. A letter from United illuminating indicating whether the service requested can be provided; a recommendation as to which type of streetlight should be installed if the request is approved by the city council; and the costs to the city associated with providing and maintaining this service. If not responded to within twenty-one (21) days from receipt, the office of the city attorney shall file a formal complaint with the department of public utility control.

3. A letter from the utilities manager as to whether funding is currently available to pay for the cost of the proposed service and shall be responded to within twenty-one (21) days from the date of notification of the request by the council person.

4. A letter from an engineer in the office of the city engineer as to whether or not the proposed installation location for a streetlight is an area with a high incident of accidents based on the nighttime versus daytime ratio, and shall be responded to within twenty-one (21) days from the date of notification of the request by the council person.

5. A letter from the tree warden indicating whether tree trimming is authorized and a reevaluation by the engineering department as to whether the illumination of streetlights already located within two hundred (200) feet of the proposed installation has increased as a result of said trimming, and shall be responded to within twenty-one (21) days from the date of notification of the request by the council person.

The committee shall make a recommendation based on the following criteria:

1. The primary function of street lighting is to provide safe travel conditions for vehicular traffic. Attention is given to illuminating intersections, crosswalks, dangerous curves, traffic signs, cul-de-sacs and areas with a high incident of accidents based on the nighttime versus daytime ratio, when determining appropriate locations for streetlights.

2. Streetlights are not meant to be a substitute for floodlights or privately maintained security lighting for parked cars, or adjoining buildings, or pedestrian travel on the sidewalks. Streetlights may provide property owners with a small measure of added security lighting but this is not its function or purpose.

3. Installation of streetlights shall not be closer than every other utility pole assuming a standard distance of not less than one hundred and fifty (150) feet.

4. Approval of a streetlight installation request shall not be approved for the current fiscal year if there is insufficient funding to pay for the proposed service. Therefore, the approved streetlight installation request must coincide with the approval by the city council of budgeted monies associated for this request. If monies are not available in the current fiscal year when the resolution is adopted, the costs shall be reviewed by the budget committee for inclusion in the budget for the following fiscal year. The city clerk shall forward a copy of the approval of the request, and approval of the budgeted costs, to the city's utilities manager who shall forward the request to United Illuminating for said service to commence.

(Ord. dated 12/15/08)

The United Illuminating Company 157 Church Street ▸ New Haven, CT 06506-0901 ▸ P.O. Box 1564 Mail Stop 1-6C

July 19, 2011

Thomas J. White
Legislative Services Director
City of Bridgeport
Office of Legislative Services
999 Broad Street
Bridgeport, CT 06604

Dear Mr. White

I am responding to your streetlight inquiy dated July 18, 2011 refrencing the resident request to add an additional streetlight located on 128 Milne Street, pole number 5417 .

I had this location field checked and it apears that UI will be able to install a Street Light at this location. The City streetlight standards recommend a 70W Watt light at all non-intersection. This would match the wattage of the lights on ethier side of this location.

Est. Costs: 70W HPS Cobra Head Fixture = $11.38/Mo

If you have any questions, please call me at 203-499-2839.

Sincerely,

Gary T. Pattavina

Gary Pattavina || National & Government Accounts Manager || The United Illuminating Company
W: 203.499.2839 | W Cell: 203.843.5707 | W fax: 203.499.3768 | E: garypattavina@uinet.com

City of Bridgeport, Connecticut
DEPARTMENT OF PARKS & RECREATION
7 TRUMBULL ROAD
TRUMBULL, CONNECTICUT 06611
TELEPHONE (203) 576-7233
FAX (203) 576-7235

CHARLES M. CARROLL
Director of Parks & Recreation

LUANN CONINE
Recreation Superintendent

July 27, 2011

Mr. Thomas J. White
Legislative Services Director
Bridgeport City Council
Office of Legislative Services
999 Broad Street
Bridgeport, CT 06604

Dear Mr. White:

On July 27, 2011, I inspected the area in front of 128 Milne Street, Bridgeport, CT.

I have observed the following points which pertain to City of Bridgeport Ordinance Chapter 12.60 Streetlight Installations:

The closest street light in this area is in front of 108 Milne Street which is approximately 90' from 128 Milne Street.

There are no trees located near the vicinity that would obstruct the illumination of the existing streetlight.

Thank you,

Sincerely,

Raymond Domizio
Parks and Recreation

CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT
CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

RECEIVED
AUG 29 2011
Per

Council Member Denese Taylor-Moye
131 District
Bridgeport city Council

Re: **Streetlight @ the Milne Street**

This is in reference to the letter requesting an engineering evaluation as to whether or not to install a streetlight at the above location based on the ratio of accidents in the evening versus daytime hours.

The police records show there is only one traffic incident along Milne Street in the past three years. The accidents occurred during the afternoon hours at 5:42 April 2009. We concluded that street lighting is not a contributing factor in the accident. However street lights may prevent other types of incidents such as burglaries.

Very truly yours,

Sadi Wadi
Civil Engineer

SW/p
Enclosures

c: John Cottel, Public Facilities
Ray Domizio, Tree Worden
Tom White Legislative Service Director
Gary Pattavina, UI Company
Sgt. Joseph Hernandez.

I:\TRAFFIC\BPC\Street lights\Milne St.doc

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

RECEIVED
AUG 2 5 2011
Per

August 23, 2011

Council Member Denese Taylor-Moye
131st District
999 Broad Street
Bridgeport, CT 06604

Regarding: Street light request in front of 128 Milne Street.

Dear Council Member,

In accordance with City Ordinance 12.60 for Streetlight installations, I am reporting that funding is currently available in the FY 12 budget line for Electrical Utility Services for the proposed light.

Should you have any questions please feel welcomed to contact me directly at 203-576-7851.

Respectfully,

John F. Cottell Jr.
Utilities Manager
Public Facilities Department.

Cc: Charles Carroll
Tom White

***104-10 Consent Calendar**

Reappointment of Richard Cruz (D) to the Harbor Commission.

Report of Committee on

Miscellaneous Matters

Submitted: September 6, 2011

Adopted: Fleeta C Hudson

Attest: _____
City Clerk

Approved _____

_____
Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***104-10 Consent Calendar**

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

NAME	TERM EXPIRES
Richard Cruz (D) 117 Chamberlain Place Bridgeport, CT 06606	September 30, 2012

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Manuel Ayala

Carlos Silva

Robert Walsh

Council Date: September 6, 2011

***130-09 Consent Calendar**

Workers Compensation Full and Final Stipulation between the City of Bridgeport and Michael Bauco.

Report of Committee on

Miscellaneous Matters

Submitted: September 6, 2011

Adopted: Fleeta C. Hudson

Attest: _____
City Clerk

Approved _____

_____
Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***130-09 Consent Calendar**

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

NAME	NATURE OF CLAIM	CLAIMANT'S ATTORNEY
Michael Bauco	Workers' Compensation	Andrew J. Morrissey 203 Church Street Naugatuck, CT 06770

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Manuel Ayala

Carlos Silva

Robert Walsh

Council Date: September 6, 2011