

AGENDA  
CITY COUNCIL MEETING  
MONDAY, APRIL 19, 2010

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citation: Fall 2009 Graduates of the Workshop in Business Opportunities (WIBO) program run by FSW Inc.

BGreen 2020 Sustainability Projects Update.

- 37-09** Public Hearing regarding PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for land and building at 2468 Fairfield Avenue for a period not to exceed 8 years.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: March 22, 2010 Special Meeting.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 60-09** Communication from Chief Financial Officer re Approval of General Obligation Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$95,000,000), referred to Budget and Appropriations Committee.
- 61-09** Communication from Fire Department re Proposed Lease-Purchase Agreement with Oshkosh Capital for two new fire engines, referred to Contracts Committee.
- 63-09** Communication from Chief Financial Officer re Approval of General Obligation Bonds to Fund Certain Capital Improvement Projects (\$47,750,000), referred to Budget and Appropriations Committee.
- 64-09** Communication from Chief Financial Officer re Approval of General Obligation Bonds to Refund Certain General Obligation Bonds, referred to Budget and Appropriations Committee.

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

- 65-09** Communication from Engineering Department re Proposed amendments to the Municipal Code of Ordinances, amend Chapter 15.44 Flood Damage Prevention, referred to Ordinance Committee.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 62-09** Resolution presented by Council Members Brannelly and Martin McCarthy re Grant Submission: DEP Open Space and Watershed Land Acquisition Grant Program **FOR IMMEDIATE CONSIDERATION.**

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

- \*50-09** Contracts Committee Report re Assignment of Tax Liens for fiscal year 2010.
- \*54-09** Contracts Committee Report re Agreement with the State for Final Design and Permitting for the realignment of Main Street (Route 113) at Sikorsky Memorial Airport. (State Project No. DOT 00150347PE)
- \*37-09** Economic and Community Development and Environment Committee Report re PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for land and building at 2468 Fairfield Avenue for a period not to exceed 8 years.

**MATTERS TO BE ACTED UPON:**

- 39-09** Economic and Community Development and Environment Committee Report re Consolidated Plan for Housing and Community Development Program Year 36 Annual Action Plan: CDBG, ESG, HOPWA Programs.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 19, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Unethical Tactics
Ken Hays, Owner The Gathering of the Vibes 2870 Fairfield Avenue Bridgeport, CT 06605	Banning the possession of Nitrous Oxide in City Parks
Jose F. Santos 150 Alpine Street Bridgeport, CT 06610	The Cape Verdean Association

**CITY COUNCIL PUBLIC SPEAKING SESSION**  
**APRIL 19, 2010**  
**6:30 p.m.**

ATTENDANCE: Council members: Brannelly, M. McCarthy, \*A. Ayala, Taylor-Moye,  
\*Walsh, Austin, Lyons, Bonney, dePara, Silva, Martinez, Paoletto,  
\*Curwen, Baker, Holloway

\* = arrived after roll call

President Pro Tempore Silva called the public speaking session to order at 6:45 p.m.

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

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 19, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
------	---------

Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Unethical Tactics
---	-------------------

Mr. Young wasn't present when he was called to address the council, so the agenda moved to the next speaker as follows:

Ken Hays, Owner The Gathering of the Vibes 2870 Fairfield Avenue Bridgeport, CT 06605	Banning the possession of Nitrous Oxide in City Parks
--	--

Mr. Hays addressed the city council and commented on the subject.

Jose F. Santos 150 Alpine Street Bridgeport, CT 06610	The Cape Verdean Association
---	------------------------------

Mr. Santos addressed the city council and commented on the subject.

*The following speakers signed up to address the city council prior to the public speaking session:*

State Representative Auden Grogins 155 Brewster Street Bridgeport, CT 06605	Open Space Resolution Saint Marks Property
---	---

City of Bridgeport  
City Council Meeting  
April 19, 2010  
Page 1

RECEIVED  
CITY CLERKS OFFICE  
19 MAY 11 PM 3:49  
ATTN: CITY CLERK

Ms. Grogins addressed the city council and commented on the subject.

Patty Scott  
62 Prescott Street  
Bridgeport, CT 06605

In Support of the Wakeman Topic

s. Scott addressed the city council and commented on the subject.

*\*Following the public speaking session, due to a fire alarm, everyone had to evacuate the building.*

*The city council members returned to council chambers at 7:30 p.m.*

**\*\* COUNCIL MEMBER CURWEN MADE A MOTION TO ENTER INTO CAUCUS  
\*\* COUNCIL MEMBER BRANTLEY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

*The caucus ended at 7:40 p.m.*

## CITY COUNCIL MEETING

Monday, April 19, 2010

7:00 pm.

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

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

ABSENT: Council members: T. McCarthy, Vizzo-Paniccia, M. Ayala

Mayor Finch called the meeting to order at 7:41 p.m.

- Prayer - Pastor Ginyard offered the prayer.
- Pledge of Allegiance - Cynthia Maignan led the pledge.
- Roll Call - the City Clerk took the roll and announced there was a quorum.

Mayoral Citation: Fall 2009 Graduates of the Workshop in Business Opportunities (WIBO) program run by FSW Inc.

William Hasta and Rev. Ginyard made brief remarks regarding the citation; in reference to the Greater Bridgeport Area.

BGreen 2020 Sustainability Projects Update.

Mayor Finch spoke briefly about this item. And a 15 minute presentation was given regarding an update on the BGreen projects.

**37-09** Public Hearing regarding PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for land and building at 2468 Fairfield Avenue for a period not to exceed 8 years.

Jack Collins, 271 Sailors Lane, Bridgeport., CT and Jeanette Latorre, 37 Scofield Ave., Bridgeport., CT and Alex Guzman were present to speak about this item.

### MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 22, 2010 Special Meeting.

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

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER SILVA MOVED TO REFER THE ITEMS TO COMMITTEES**  
**\*\* COUNCIL MEMBER AUSTIN SECONDED**

**60-09** Communication from Chief Financial Officer re Approval of General Obligation Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$95,000,000), referred to Budget and Appropriations Committee.

**61-09** Communication from Fire Department re Proposed Lease-Purchase Agreement with Oshkosh Capital for two new fire engines, referred to Contracts Committee.

**63-09** Communication from Chief Financial Officer re Approval of General Obligation Bonds to Fund Certain Capital Improvement Projects (\$47,750,000), referred to Budget and Appropriations Committee.

**64-09** Communication from Chief Financial Officer re Approval of General Obligation Bonds to Refund Certain General Obligation Bonds, referred to Budget and Appropriations Committee.

**65-09** Communication from Engineering Department re Proposed amendments to the Municipal Code of Ordinances, amend Chapter 15.44 Flood Damage Prevention, referred to Ordinance Committee.

**\*\* MOTION PASSED UNANIMOUSLY**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**62-09** Resolution presented by Council Members Brannelly and Martin McCarthy re Grant Submission: DEP Open Space and Watershed Land Acquisition Grant Program **FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO TAKE UP THE ITEM FOR IMMEDIATE CONSIDERATION**

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

Discussion followed with comments made by Council member Brannelly regarding the St. Marks Church property land trust and the Black Rock NRZ. Council member Baker also made comments in reference to open space and the NRZ. Other comments were made by: Council members Lyons, Walsh, Brantley, Curwen and Martinez.

**\*\* COUNCIL MEMBER HOLLOWAY MADE A MOTION TO REFER THE ITEM BACK TO COMMITTEE**

**\*\* COUNCIL MEMBER WALSH SECONDED**

**\*A roll call vote was taken to refer the item back to committee. It was clarified that a Yes vote = to approve for immediate consideration; No vote = not to approve the item for immediate consideration and send the item back to committee**

**\*\* MOTION FAILED WITH SIX VOTES IN FAVOR AND ELEVEN VOTES IN OPPOSITION (COUNCIL MEMBERS: A. AYALA, TAYLOR-MOYE, BRANTLEY, WALSH, AUSTIN, LYONS, dePARA SILVA, MARTINEZ, BAKER, HOLLOWAY**

**\*\* COUNCIL MEMBER HOLLOWAY MADE A MOTION TO DENIED**

**\*\* SECOND MOTION WAS INAUDIBLE  
THE MOTION PASSED UNANIMOUSLY**

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

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

Council member Walsh requested to removed item \*37-09 for discussion purposes, only.

**\*50-09** Contracts Committee Report re Assignment of Tax Liens for fiscal year 2010.

**\*54-09** Contracts Committee Report re Agreement with the State for Final Design and Permitting for the realignment of Main Street (Route 113) at Sikorsky Memorial Airport. (State Project No. DOT 00150347PE)

**\*37-09** Economic and Community Development and Environment Committee Report re PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for land and building at 2468 Fairfield Avenue for a period not to exceed 8 years. - ***removed from consent calendar***

The items were approved:

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**

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

**\*37-09** Economic and Community Development and Environment Committee Report re PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for land and building at 2468 Fairfield Avenue for a period not to exceed 8 years

**\*50-09** Contracts Committee Report re Assignment of Tax Liens for fiscal year 2010.

**\*54-09** Contracts Committee Report re Agreement with the State for Final Design and Permitting for the realignment of Main Street (Route 113) at Sikorsky Memorial Airport. (State Project No. DOT 00150347PE)

**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON:**

**39-09** Economic and Community Development and Environment Committee Report re Consolidated Plan for Housing and Community Development Program Year 36 Annual Action Plan: CDBG, ESG, HOPWA Programs.

**\*\* COUNCIL MEMBER dePARA MOVED TO APPROVE  
\*\* COUNCIL MEMBER BRANTLEY SECONDED  
\*\* MOTION PASSED WITH TWELVE VOTES IN FAVOR AND FOUR ABSTENTIONS  
(COUNCIL MEMBERS dePARA, BRANNELLY, TAYLOR-MOYE and PAOLETTO)**

Other business:

- Council member Brantley reminded the Education Committee members that a Special Meeting would be held on April 20, 2010.
- Council member dePara reminded all the council members the importance of attending the Budget & Appropriations meetings.

**• ADJOURNMENT**

- **\*\* COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN  
\*\* COUNCIL MEMBER AUSTIN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

• The meeting adjourned at 9:30 p.m.

• 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 Monday evening, April 19, 2010 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for land and building at 2468 Fairfield Avenue for a period not to exceed 8 years.

Attest:

Fleeta C. Hudson  
City Clerk

---

AD ENDS ABOVE LINE

**1 Edition, Connecticut Post:  
PLEASE PUBLISH ON Tuesday, April 13, 2010**

**Requires Certification**

Emailed to: Legal Ad Dept. at [publicnotices@ctpost.com](mailto:publicnotices@ctpost.com)  
P.O.: 245  
Account #: 111171

Dated: April 8, 2010

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

cc: City Council Members  
Mayor Bill Finch  
A. Nunn, CAO  
E. Lavernoich, Deputy Director, OPED

(#37-09)



CITY OF BRIDGEPORT  
**CHIEF FINANCIAL OFFICER**

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7251 Fax (203) 576-7067

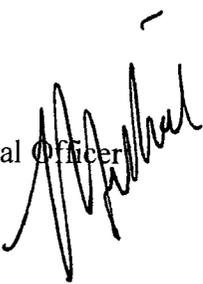
COMM.# 60-09 Referred to Budget & Appropriations Committee on 4/19/2010.

**BILL FINCH**  
Mayor

**MICHAEL E. FEENEY**  
Chief Financial  
Officer

## MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Michael E. Feeney, Chief Financial Officer 

Date: April 13, 2010

RE: **APPROVAL OF TAX ANTICIPATION NOTES**  
**To Pay Current Expenses and Obligations of the City**

---

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Enc.  
MF/gc

RECEIVED  
CITY CLERKS OFFICE  
10 APR 13 PM 12:25  
ATTEST  
CITY CLERK

## **CITY OF BRIDGEPORT, CONNECTICUT**

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

### **APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of an amount up to \$95,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the “Notes”), in an aggregate amount up to \$95,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and

**BE IT FURTHER RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or

to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



**CITY OF BRIDGEPORT, CONNECTICUT**  
**BRIDGEPORT FIRE DEPARTMENT**

30 CONGRESS STREET • BRIDGEPORT, CONNECTICUT 06604 • TELEPHONE (203) 337-2070 • Fax (203) 333-4940

BRIAN ROONEY  
Fire Chief

COMM#61-09 Referred to Contracts Committee on 4/19/10

April 8, 2010

Fleeta C. Hudson  
City Clerk  
City Hall, RM 204  
45 Lyon Terrace  
Bridgeport, Ct. 06604

Re: City Council Agenda

Ms. Murray,

The Fire Department, along with the approval of the Director of Finance, is requesting the matter of a Lease-Purchase Agreement for two new Fire Engines be placed on the agenda for the next regularly scheduled meeting on the City Council to be held on Monday, April 19, 2010.

A copy of the Lease-Purchase Agreement has been given to the City Attorney for review.

Enclosed is a copy of the Lease-Purchase Agreement from Oshkosh Capital who is the Financing Company for Pierce Manufacturing.

*Robert W. Petrucelli*  
Robert W. Petrucelli  
Deputy Chief, Administration

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 AM 11:38  
ATTEST  
CITY CLERK



April 1, 2010

SALES ORGANIZATION: Firematic – Mike Hanratty  
 LESSEE: Bridgeport FD  
 TYPE OF EQUIPMENT: (2) Pierce Saber Pumpers  
 EQUIPMENT COST: \$798,998.00  
 CUSTOMER DOWNPAYMENT: \$0.00  
 TRADE-IN: \$0.00  
 DELIVERY TIME: 6-7 months  
 PAYMENT MODE: Annual in Arrears  
 FIRST PAYMENT DUE DATE: At delivery (approx December 2010)  
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

Term	Number of Payments	Payment Amount	Rate
3 years	3 annual	\$ 270,711.16	3.40%
5 years	5 annual	\$ 169,605.99	3.82%
7 years	7 annual	\$ 127,954.25	4.37%
10 years	10 annual	\$ 97,610.87	4.93%

The above listed payment(s) reflect all program discounts available exclusively through Oshkosh Capital. There are no closing costs or documentation fees associated with the completion of this financing.

**NOTE:** All lease documents must be fully executed within 30 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

**TYPE OF FINANCING:** Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

**BANK QUALIFICATION:** This proposal assumes that the lessee will not be issuing more than \$30 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

**LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with Oshkosh Capital perfecting a first security interest

**AUTHORIZED SIGNORS:** The lessee's governing board shall provide Oshkosh Capital with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:** The lessee's counsel shall furnish Oshkosh Capital with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Oshkosh Capital.

**VOLUNTEER FIRE DEPARTMENTS:** If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for thirty (30) days from the above date and is subject to final credit approval by Oshkosh Capital and approval of the lease documents in Oshkosh Capital's sole discretion. To render a credit decision, lessee shall provide Oshkosh Capital with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

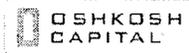
Accepted by:

Proposal submitted by:

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michele Zitko



## MASTER LEASE – PURCHASE AGREEMENT

Dated as of «SystemDate»

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between Oshkosh Capital ("Lessor") and the Lessee identified below ("Lessee").

LESSEE:            «LesseeName»

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.
2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.
3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.
4. **RENT PAYMENTS.**
  - 4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).
  - 4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
  - 4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.
5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

## SAMPLE

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

## 6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

**SAMPLE**

OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE - LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

**8. TITLE; SECURITY INTEREST.**

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

**9. PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

**10. MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

**11. LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

**12. LIENS, SUBLEASES AND TAXES.**

## SAMPLE

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

### 13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

### 14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof.

**SAMPLE**

Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

**15. PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

**16. LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

**17. TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which

## SAMPLE

approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

### 18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the

## SAMPLE

appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of

Lessee's interest in such Equipment.

**SAMPLE**

**22. LAW GOVERNING.** Each Lease shall be governed by the laws of the state of the lessee (The "State").

**23. NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

**24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

**25. SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

**26. EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

**27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

«LesseeName»  
("Lessee")

Oshkosh Capital  
("Lessor")

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

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

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

Title \_\_\_\_\_

«LesseeStreet»  
«LesseeCSZ»

155 East Broad Street, Locator 16-0056  
Columbus, OH 43215

LEASE SCHEDULE NO. «LeaseNumber»

Dated As Of «SystemDate»

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated «SystemDate»

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

«LesseeName»  
("Lessee")

Oshkosh Capital  
("Lessor")

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

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

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

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

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

«LesseeName»

«EquipLocation»

«EquipStreet»

«EquipCSZ»

«EquipCounty» County

«EquipmentDescription»

VIN # «VIN»

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date:

«AccrualDate»

(b) Amount Financed:

i. Equipment Purchase Price

\$ «PurchasePrice»

ii. Purchase Price Deductions

\$ «Downpymt»

Prepay Discounts

\$ «VendorDiscounts»

Trade In

\$ «TradeIn»

iii. Total Amount Financed (Cash Sale Price minus  
Purchase Price Deductions)

\$ «AmountFinanced»

SAMPLE

(c) Payment Schedule:

Accrual Date: «AccrualDate»

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1		\$	\$	\$	\$
2		\$	\$	\$	\$
3		\$	\$	\$	\$
4		\$	\$	\$	\$
5		\$	\$	\$	\$

«LesseeName»  
("Lessee")

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

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

Oshkosh Capital  
("Lessor")

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

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

VEHICLE SCHEDULE ADDENDUM

Dated As Of «SystemDate»

Lease Schedule No. «LeaseNumber» Dated «SystemDate»

Lessee: «LesseeName»

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between Oshkosh Capital ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

«LesseeName»  
("Lessee")

Oshkosh Capital  
("Lessor")

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

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

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

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

RESOLUTION

Municipality/Lessee: «LesseeName»

Principal Amount Expected To Be Financed: \$«AmountFinanced»

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

**SAMPLE**

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_\_\_.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE:      «LesseeName»

\_\_\_\_\_  
Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

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

CERTIFICATE OF INCUMBENCY

Lessee: «LesseeName»

Lease Schedule No.: «LeaseNumber»

Dated: «SystemDate»

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

\_\_\_\_\_  
Name Title Signature

\_\_\_\_\_  
Name Title Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

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

**FORM OF OPINION OF COUNSEL**  
(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: «LesseeName»

Lessor: Oshkosh Capital

Re: Lease Schedule No. «LeaseNumber» dated «SystemDate», together with its Master Lease-Purchase Agreement dated «SystemDate», by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of \_\_\_\_\_ (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

**INSURANCE COVERAGE DISCLOSURE**

Oshkosh Capital, LESSOR

«LesseeName», LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Oshkosh Capital and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Oshkosh Capital and/or its assigns as an Additional Insured.

Minimum Coverage Required:

- \$1,000,000.00 per person
- \$2,000,000.00 aggregate bodily injury liability
- \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to Oshkosh Capital, 155 East Broac Street, Locator 16-0056, Columbus, OH 43215, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: «LesseeName»

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

SAMPLE

## INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

### ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- Oshkosh Capital must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

### Certificate Holder Information:

Oshkosh Capital, its successors and/or all assigns  
155 East Broad Street, Locator 16-0056  
Columbus, OH 43215

Please send a FAX copy of certificate to «DocSpecialist» at 1-800-678-0602.

The original should be mailed to the same at:

Oshkosh Capital  
155 East Broad Street, Locator 16-0056  
Columbus, OH 43215

Please call «DocSpecialist» at 1-800-820-9041, ext. «PhoneOption», if you have any questions.

## THREE PARTY AGREEMENT

Dated as of «SystemDate»"Lessee" means «LesseeName»"Schedule" means Lease Schedule No. «LeaseNumber» Dated «SystemDate», together with its Schedule A-1.

Reference is made to the Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between Oshkosh Capital ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule attached therein ("Equipment") to be supplied by «Manufacturer» ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$«PurchasePrice»</u>
Vendor Discounts:	<u>\$«VendorDiscounts»</u>
Advance Payment Date:	<u>«AccrualDate»</u>

3. Upon execution of the Lease Schedule and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	<u>\$«Downpymt»</u>
Trade In:	<u>\$«TradeIn»</u>
Amount Financed:	<u>\$«AmountFinanced»</u>

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date:	<u>«AnticipatedDelDate»</u>
----------------------------	-----------------------------

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the Outside Delivery Date set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date:	<u>«OutsideDelDate»</u>
------------------------	-------------------------

5. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Supplier hereby agrees as follows only for the Delayed Equipment:

**SAMPLE**

- (a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Supplier makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement.

7. Supplier agrees that a Performance Bond will be issued which names the Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by the Supplier. The "Contract Date" referred to in the Performance Bond shall be the date of the Three Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

«LesseeName»  
("Lessee")

Oshkosh Capital  
("Lessor")

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

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

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

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

«Manufacturer»  
("Supplier")

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

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

Exhibit A

**DELIVERY & ACCEPTANCE CERTIFICATE**

Lease Schedule No. «LeaseNumber»

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and Oshkosh Capital ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

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

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

«LesseeName»  
("Lessee")

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

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



### Information Request Form

Please provide the following information to help expedite the credit review process:

Legal name to appear on the lease and the street address (For Fed-Ex Deliveries)		
Federal Tax ID #	County	
Name, address, phone # and fax # of primary contact for questions on structure		
Description of vehicle(s) to be financed		
Is this vehicle(s) a replacement or addition to the fleet		
If replacement, what is the year and model of the truck(s) you are replacing		
Are you trading in the old truck? If yes @ \$_____ value		
If No, are you keeping as a backup or selling outright @ approximately \$_____		
If an addition to the fleet, why are you adding the truck(s)		
Address as to where the Equipment will be located		
Name, street address, phone # & fax # of attorney (Address for Fed-Ex Deliveries)		
Name, contact, phone # & fax # of insurance company		
Name and phone # of the person to contact to discuss financial statements		
Target date to commence the lease with Oshkosh Capital?		

Please confirm the agreed upon lease structure

Total Equipment Cost: \$	Amount financed: \$	
If there is a down payment, what is the amount and will it be paid to Pierce or Oshkosh Capital		
Payment term:	Payment mode:	First Payment due date:

Is this a Prepay:	Any special structuring considerations:
-------------------	---

**Demographic Information & Department Information**

What is the total population that the fire department covers? _____
What are the square miles in the:
<ul style="list-style-type: none"> <li>• Primary service area _____ Population _____</li> <li>• Secondary Service area _____ Population _____</li> </ul>
How many trucks are currently in the fleet? _____
<ul style="list-style-type: none"> <li>• # Pumpers _____ # Brush Trucks _____ # Ladders _____ # Ambulances _____</li> <li>• # Other _____</li> </ul>
Number of Stations utilized by the department: _____
Number of Employees: Volunteer: _____ Paid: _____
Where is the fire department getting the funds to pay for the truck?
WHAT (IF AVAILABLE) is your Web Site? _____

**Financial information requirements and overview**

<p>Please provide the two most recent years' financial statements (including notes where applicable) and the current budget that includes source of revenue and operating expenses (including debt repayments).</p> <ul style="list-style-type: none"> <li>• What is the annual "Process" for budget submission and approval?</li> </ul> <p>_____</p> <p>_____</p>
<p>Where does the department get its primary funds for operation --- % of total funds?</p> <ul style="list-style-type: none"> <li>• Fund Raisers/Donations: _____: % _____</li> <li>• Tax Revenues from _____ (town, city, county): % _____</li> <li>* Assessed Tax Valuation: _____ AS OF _____</li> <li>* Tax Rate: _____ AS OF _____</li> <li>* Last Rate Increase: _____</li> <li>• Grants: _____</li> <li>• Other: _____</li> </ul>
<p>Please provide any additional information that would be helpful when reviewing the financial statements to better understand trends and source of repayment</p> <p>_____</p> <p>_____</p>
<p>Will the municipality be issuing more than \$10,000,000.00 in general obligation bonds in the Calendar year?                      YES                      NO</p>

Please fax this information to: 1-800-678-0602  
 If you have questions, please call 1-800-820-9041  
 Thank you.

## RESOLUTION

Municipality/Lessee: \_\_\_\_\_

Principal Amount Expected To Be Financed: \$ \_\_\_\_\_

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_\_\_.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

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



Thank you for choosing Oshkosh Capital for your financing needs.

The first step in this process is to get a credit approval. Please fill out the Information Request form (aka the application) and send back to me along with:

- 2008-2009 year end audited financial statements (or most recent)
- 2010 Budget
- Sales tax exemption certificate
- Copy of contract or purchase order
- Meeting minutes approving the lease purchase

Please send via fax to 1-800-678-0602 or if you need a Fed Ex label, let me know and I will email you one.

Once we get a credit approval completed, we can then send out the closing documents for those authorized to sign and send back.

It is important that this be done in a timely manner so that the risk of losing the rate and/or any discounts does not affect your payments.

Thank you,  
Michele



CITY OF BRIDGEPORT  
CHIEF FINANCIAL OFFICER

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7251 Fax (203) 576-7067

BILL FINCH  
Mayor

MICHAEL E. FEENEY  
Chief Financial  
Officer

COMM#63-09 Referred to Budget & Appropriations Committee  
on 4/19/10

**MEMORANDUM**

To: Fleeta Hudson, City Clerk  
From: Michael E. Feeny, Chief Financial Officer  
Date: April 14, 2010  
Re: **APPROVAL OF GENERAL OBLIGATION BONDS  
To Fund Certain Capital Improvement Projects**

Enclosed are copies of the above-captioned resolution. Please place this item on the Agent  
for the next regularly scheduled City Council meeting to be referred to the Budget &  
Appropriations Committee.

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 3:18  
ATTEST  
CITY CLERK

Enc.  
MF/gc

**CITY OF BRIDGEPORT, CONNECTICUT**

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO. \_\_\_\_\_

**APPROVAL OF GENERAL OBLIGATION BONDS -  
To Fund Certain Capital Improvement Projects**

**WHEREAS**, the City Council of the City of Bridgeport (the “City”) has previously adopted the City’s Five Year Capital Plan for Fiscal Year 2011-2015 (the “2011-2015 Capital Plan”); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2011-2015 Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2011-2015 Capital Plan in the amount of \$47,750,000 as more particularly listed on Exhibit A attached hereto; and now therefore,

**BE IT FURTHER RESOLVED**, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of the amounts necessary to:

(i) fund those certain capital improvement projects set forth on Exhibit A attached hereto and made a part hereof (the “Projects”) in a principal amount not to exceed \$47,750,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the “Bonds”), in a

principal amount not to exceed \$47,750,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

**BE IT FURTHER RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and

**BE IT FURTHER RESOLVED**, that the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed

necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and

**BE IT FURTHER RESOLVED**, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the

Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary,

appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such Officials of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and

**BE IT FURTHER RESOLVED**, that the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith.

**Exhibit A**

<b><u>PROJECT DESCRIPTION</u></b>	<b>FY 2011 Capital Plan To be Bonded</b>
<b><u>Board of Education</u></b>	
Central High School Renovations	16,000,000
Dunbar Renovation	4,000,000
Black Rock School	4,000,000
Security Vehicles (replacement)	25,000
Asbestos Removal	
HVAC Replacement	300,000
Maintenance Vehicles	
Electrical Upgrades	400,000
Special Education Busses	
<b>TOTAL BOE</b>	<b><u>24,725,000</u></b>
<b><u>Economic Development</u></b>	
City / Neighborhood Beautification	1,000,000
Neighborhood Revitalization Zones- Infrastructure	950,000
Freeman Homes	600,000
Neighborhood Revitalization Zones- Housing/Admin	
City Wide Waterfront Development	250,000
Blight Removal / Demolition Clean Up	6,000,000
<b>TOTAL OPED</b>	<b><u>9,269,500</u></b>
<b><u>Public Facilities</u></b>	
Roadway Paving, Culverts, Intersections	2,500,000
Public Facilities Equipment	500,000
Municipal Bldg. HVAC / Heating / Elec	
City Wide Building & Security Improvements	850,000
Energy Conservation / Conversion Program'	250,000
Recycling TOTER Program	1,500,000
Sidewalk / Streetscape Replacement Program	3,000,000
Parks Maintenance Equipment	
Federal Energy Renewal / Source Program Match	
Pleasure Beach Water and Park Accessibility	2,000,000
<b>TOTAL PUBLIC FACILITIES</b>	<b><u>11,100,000</u></b>
<b><u>Other Departments</u></b>	
Burroughs Library Upgrades	
EOC Capital Maintenance Program	
Fire Apparatus Replacement Program	
Library Computers	
WPCA Sewer Separation Program	2,405,500
IT Telephony & Computer Replacement Program	250,000
<b>TOTAL OTHER</b>	<b><u>2,655,500</u></b>
<b>TOTAL ALL DEPARTMENTS</b>	<b><u><u>47,750,000</u></u></b>



CITY OF BRIDGEPORT  
CHIEF FINANCIAL OFFICER

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7251 Fax (203) 576-7067

BILL FINCH  
Mayor

MICHAEL E. FEENEY  
Chief Financial  
Officer

COMM#64-09 Referred to Budget & Appropriations Committee  
on 4/19/10

## MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Michael E. Feeney, Chief Financial Officer 

Date: April 14, 2010

Re: **APPROVAL OF GENERAL OBLIGATION BONDS**  
**To Refund Certain General Obligation Bonds**

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda  
for the next regularly scheduled City Council meeting to be referred to the Budget &  
Appropriations Committee.

Enc.  
MF/gc

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 3:18  
ATTEST  
CITY CLERK

**CITY OF BRIDGEPORT, CONNECTICUT**

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO. \_\_\_\_\_

**APPROVAL OF GENERAL OBLIGATION BONDS -  
To Refund Certain General Obligation Bonds**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the appropriation of an amount up to \$20,000,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$20,000,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$26,880,000 General Obligation Bonds, 2004 Series A (Tax-Exempt), the City's \$59,210,000 General Obligation Bonds, 2006 Series B (Tax-Exempt), the City's \$7,705,000 General Obligation Bonds, 2009 Subseries A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate

financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

**BE IT FURTHER RESOLVED**, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and

**BE IT FURTHER RESOLVED**, that the City Council authorizes and approves that the Refunding Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem

necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Refunding Bonds or which are contemplated by law; and

**BE IT FURTHER RESOLVED**, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust (collectively, the “Indenture”) with a bank or trust company located within or without the State of Connecticut (the “Trustee”), and to covenant (i) if the Refunding Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Refunding Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Refunding Bonds will be paid, and the terms of any reserve or other fund for the benefit of the bondholders; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit

enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as such Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by such Officials in order to issue, sell and deliver the Refunding Bonds; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to call irrevocably for redemption such of the callable maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Refunding Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officers is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



CITY OF BRIDGEPORT  
ENGINEERING DEPARTMENT

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

COMM. # 65-09 Referred to the Ordinance Committee (04/19/2010)  
April 14, 2010

Honorable Body of the City Council  
Bridgeport, Connecticut

**Re: Revisions to City Ordinance Chapter 15.44 - FLOOD DAMAGE PREVENTION**

Ladies and Gentlemen:

Attached please find the FEMA recommended revisions to the City of Bridgeport Flood Damage Prevention Ordinance. Chapter 15.44. The additions to the existing ordinance are shown in bold lettering and underlined. Any portions of the ordinance that are to be removed are in parenthesis and have been struck through for clarification.

The new FEMA Flood Insurance Rate maps will become official on June 18, 2010

We are, therefore, requesting that the City Council adopt these changes to the existing ordinance per the request of the Connecticut Department of Environmental protection and the Federal Emergency Management Agency.

Should you have any questions regarding the above, please contact us as soon as possible.

Very truly yours,

Jon Urquidi  
Engineering Supervisor

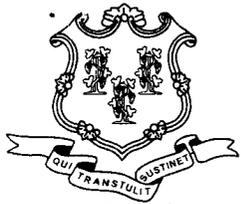
JPU/  
Enclosures

c: Mayor Bill Finch  
David Cote, Engineering

Charles Carroll, Public Facilities  
Bobby Kennedy, Public Facilities

I: Engineering/Flooding/FEMA ordinance/Council revision 4.14.10

ATTEST  
CITY CLERK  
RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 4:30

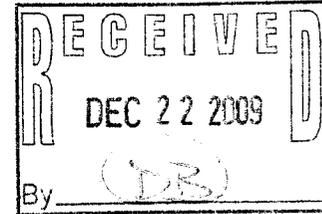


STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



December 14, 2009

Dennis Buckley
Acting Zoning Director
City of Bridgeport
Zoning Department
45 Lyon Terrace, Room 210
Bridgeport, CT 06604



Forward to Eng Dept.

RE: Comprehensive Review of Bridgeport's Flood Damage Prevention Ordinance

Dear Mr. Buckley:

On September 22, 2008, the Federal Emergency Management Agency (FEMA) presented your community with new preliminary Flood Insurance Rate Maps (FIRM). These maps are currently scheduled to become effective on June 18, 2010. In order for your community to remain eligible to participate in the National Flood Insurance Program (NFIP), Bridgeport must adopt revised regulations for development in designated FEMA floodplains that meet or exceed the minimum federal standards of 44 CFR 60.3 and new state requirements prior to the effective date of the community's new FIRM. FEMA will be issuing a Letter of Final Determination (LFD) to Bridgeport (anticipated date of LFD is December 18, 2009) outlining these requirements and providing the exact new effective map date.

In order to assist the community in this map revision process, the CTDEP has reviewed your community's existing floodplain management regulations for compliance with 44 CFR 60.3 and new state requirements. The review indicated that revisions to the community's existing floodplain regulations are needed in order to maintain minimum compliance with the NFIP minimum standards and recently enacted state floodplain management requirements.

The following comments were generated as a result of the recent review and are presented in the order of your current ordinance. Some revisions are recommended, others are required for compliance. Comments or words written in bold type indicate the definition, section, or wording is required for minimum compliance with FEMA regulations and recently adopted state floodplain management requirements. Text in italics is for explanation purposes.

Section 15.44.040 Definitions.

Please add the following required definitions to Section 15.44.040.

"Base flood elevation (BFE)" means the elevation of the crest of the base flood or 100-year flood. The height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured home are to be affixed (including, as a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date, October 15, 1980, of the floodplain management ordinance adopted by the community.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Federal Emergency Management Agency (FEMA)” is the federal agency that administers the National Flood Insurance Program (NFIP).

“Historic structure” means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

*For the definition of “Market Value” below, Bridgeport must choose one of the desired methods it will accept for this determination. Please choose accepted method and delete all others from definition.*

“Market value” means the market value of the structure shall be determined by **(an independent appraisal by a professional appraiser; the property’s tax assessment, minus land value; the replacement cost minus depreciation of the structure; or the structure’s Actual Cash Value)** prior to the start of the initial repair or improvement, or in the case of damage, the value of the structure prior to the damage occurring.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date, October 15, 1980, of the floodplain management regulation adopted by the community.

*Please revise the following existing definitions in Section 15.44.040. The changes needed are in bold text. Please remove any text with strike-through.*

“Coastal high hazard area” means the area of **special flood hazard** subject to high velocity waters, including but not limited to, **storms and** hurricane wave wash. The area is designated on a **Flood Insurance Rate Map (FIRM)** as Zone ~~V1-30~~, ~~V~~ or VE.

“Development” means a manmade change to improved or unimproved real estate, including, but not limited to, **the construction of buildings or structures; the construction of additions, alterations or substantial improvements to buildings or structures; the placement of buildings or structures; mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment; the storage, deposition, or extraction of materials; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.**

“Flood insurance rate map (FIRM)” means the official map on which the **Federal Emergency**

**Management Agency** has delineated both the area of special flood hazards and the risk premium zones applicable to the community.

“Flood insurance study (**FIS**)” means the official report provided in which the **Federal Emergency Management Agency** has provided flood profiles, as well as the **Flood Insurance Rate Map (FIRM)** and water surface elevation of the base flood.

“Functionally dependent facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water. **The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities. The term does not include seafood processing facilities, long-term storage, manufacturing, sales or service facilities.**

“Mean sea level” means, for purposes of the National Flood Insurance Program, the **North American Vertical Datum (NAVD) of 1988** or other datum to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

“Water surface elevation” means the height, in relation to the **North American Vertical Datum (NAVD) of 1988**, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

*Please remove the definition for “Flood boundary and floodway map” since it is no longer used with the issuance of the new Flood Insurance Rate Maps.*

*The definitions below for “Cost” and “Finished Living Space” are optional, and can be added at the discretion of the municipality. They are not required federal definitions. However, these definitions do help clarify other areas of the regulations that are federally required.*

“*Cost*” means, as related to substantial improvements, the cost of any reconstruction, rehabilitation, addition, alteration, repair or other improvement of a structure shall be established by a detailed written contractor’s estimate. The estimate shall include, but not be limited to: the cost of materials (interior finishing elements, structural elements, utility and service equipment); sales tax on materials, building equipment and fixtures, including heating and air conditioning and utility meters; labor; built-in appliances; demolition and site preparation; repairs made to damaged parts of the building worked on at the same time; contractor’s overhead; contractor’s profit; and grand total. Items to be excluded include: cost of plans and specifications, survey costs, permit fees, outside improvements such as septic systems, water supply wells, landscaping, sidewalks, fences, yard lights, irrigation systems, and detached structures such as garages, sheds, and gazebos.

“*Finished living space*” means, as related to fully enclosed areas below the base flood elevation (BFE), a space that is, but is not limited to, heated and/or cooled, contains finished floors (tile, linoleum, hardwood, etc.), has sheetrock walls that may or may not be painted or wallpapered, and other amenities such as furniture, appliances, bathrooms, fireplaces and other items that are easily damaged by floodwaters and expensive to clean, repair or replace.

**Section 15.44.060 Basis for establishing areas of special flood hazard.**

*Please replace the current Section 15.44.060 with the bold text below since several changes have been made. The effective date of the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) are currently scheduled to become effective on June 18, 2010. The exact, final effective date of both the FIRM and FIS will be provided to Bridgeport by FEMA in its Letter of Final Determination (LFD), which is anticipated to be issued on December 18, 2009. The effective map date provided in the LFD is the date that must be used in the update of this section if different from the June 18, 2010 anticipated date.*

**The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study (FIS) for Fairfield County, Connecticut, dated June 18, 2010, and accompanying Flood Insurance Rate Maps (FIRM), dated June 18, 2010, and other supporting data applicable to the City of Bridgeport, and any subsequent revisions thereto, are adopted by reference and declared to be a part of this chapter. Since mapping is legally adopted by reference into this chapter it must take precedence when more restrictive until such time as a map amendment or map revision is obtained from FEMA. The area of special flood hazard includes any area shown on the FIRM as Zones A, AE, and VE, including areas designated as a floodway on a FIRM. Zone VE is also identified as a Coastal High Hazard Area. Areas of special flood hazard are determined utilizing the base flood elevations (BFE) provided on the flood profiles in the Flood Insurance Study (FIS) for a community. BFEs provided on a Flood Insurance Rate Map (FIRM) are only approximate (rounded up or down) and should be verified with the BFEs published in the FIS for a specific location. The FIS and FIRM are on file in the city engineer's office, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.**

**Section 15.44.110 Establishment of permit.**

*Please correct the zone designations as indicated in bold text in section 15.44.110 C. 1. a., b., and c.*

**C. Construction Stage**

1. Lowest floor elevation-the elevation to be verified for:
  - a. For structures in **Zone A and AE**, provide . .
  - b. For non-residential structures in **Zones A and AE**, provide . .
  - c. For structures in the **VE zone**, provide . . .

**Section 15.44.130 Duties and responsibilities of the city engineer.**

*Please add required bold text to section 15.44.130.*

**A. Permit Review.**

1. Review all building or development permit applications to determine that the permit requirements of this chapter have been satisfied **and all proposed building sites will be reasonably safe from flooding;**

**D. Alteration of Watercourse.**

3. Notify neighboring communities **and the Connecticut Department of Environmental Protection** of watercourse alterations.

**Section 15.44.150 Provisions for flood hazard reduction.**

*Please add required bold text, or change existing text to bold text, in section 15.44.150.*

**A. General Standards.**

1. Anchoring.

a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure **resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.**

2. Construction Material and Methods.

b. All new construction and substantial improvements shall be **constructed by methods and practices that minimize flood damages.**

B. Specific Standards.

2. Manufactured Homes in Zones A and AE.

a. All manufactured homes (including recreational vehicles placed on a site for one hundred eighty (180) consecutive days or longer ) to be placed, or substantially improved, shall be elevated so that the lowest floor is above the base flood elevation. **This includes manufactured homes located outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or on a site in an existing manufactured home park in which a manufactured home has incurred substantial damage as a result of a flood;**

e. **Recreational vehicles shall either be on the site for fewer than 180 consecutive days, and be fully licensed and ready for highway use, or meet all the general standards of section 15.44.150 A., and the elevation and anchoring requirement of section 15.44.150, A. 5. a and b., and 15.44.150 B. 2. a., b., c., and d. for a manufactured home. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.**

4. Enclosed Areas Below Base Flood Elevation – A and AE Zones.

C. Coastal High Hazard Area. Coastal High hazard areas (VE zones) are located . . . .

3. Manufactured Homes in VE Zones.

a. All manufactured homes (including recreational vehicles placed on a site for one hundred eighty (180) consecutive days or longer ) to be placed, or substantially improved, shall be elevated so that the **lowest horizontal structural member** is above the base flood elevation **and meet the construction requirements of section 15.44.150 C. 1. and 2. This includes manufactured homes located outside a manufactured home park or subdivision, in an existing manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or on a site in an existing manufactured home park in which a manufactured home has incurred substantial damage as a result of a flood;**

e. **Recreational vehicles shall either be on the site for fewer than 180 consecutive days, and be fully licensed and ready for highway use, or meet all the general standards of section 15.44.150 A., and the elevation and anchoring requirement of section 15.44.150 A. 5., and section 15.44.150, C. 3. a. b., c., and d. for a manufactured home. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.**

D. Floodways.

1. Encroachments. Prohibit encroachments including fill, new construction, substantial improvements and other development unless certification, **with supporting technical data**, by a registered professional

engineer or architect is provided demonstrating, **through hydrologic and hydraulic analyses performed in accordance with standard engineering practice**, that encroachments shall not result in any **(0.00)** increase in flood levels during the occurrence of the base flood discharge.

*New state requirements require language on Compensatory Storage and Equal Conveyance. The sections may be logically placed as 15.44.150 E. and F. However, the municipality can choose to place this language in any logical location within the flood damage prevention ordinance.*

**Equal Conveyance.** Within the floodplain, except those areas which are tidally influenced, as designated on the Flood Insurance Rate Map (FIRM) for the community, encroachments resulting from filling, new construction or substantial improvements involving an increase in footprint of the structure, are prohibited unless the applicant provides certification by a registered professional engineer demonstrating, with supporting hydrologic and hydraulic analyses performed in accordance with standard engineering practice, that such encroachments shall not result in any (0.00 feet) increase in flood levels (base flood elevation). Work within the floodplain and the land adjacent to the floodplain, including work to provide compensatory storage shall not be constructed in such a way so as to cause an increase in flood stage or flood velocity.

**Compensatory Storage.** The water holding capacity of the floodplain, except those areas which are tidally influenced, shall not be reduced. Any reduction caused by filling, new construction or substantial improvements involving an increase in footprint to the structure, shall be compensated for by deepening and/or widening of the floodplain. storage shall be provided on-site, unless easements have been gained from adjacent property owners; it shall be provided within the same hydraulic reach and a volume not previously used for flood storage; it shall be hydraulically comparable and incrementally equal to the theoretical volume of flood water at each elevation, up to and including the 100-year flood elevation, which would be displaced by the proposed project. Such compensatory volume shall have an unrestricted hydraulic connection to the same waterway or water body. Compensatory storage can be provided off-site if approved by the municipality.

*The following four sections are optional to add into your current regulations but these changes are recommended by CTDEP to assist the community with clarification of frequently occurring issues.*

**Aboveground Storage Tanks** - Above-ground storage tanks (oil, propane, etc.) which are located outside or inside of the structure must either be elevated above the base flood elevation (BFE) on a concrete pad, or be securely anchored with tie-down straps to prevent flotation or lateral movement, have the top of the fill pipe extended above the BFE, and have a screw fill cap that does not allow for the infiltration of flood water.

**Portion of Structure in Flood Zone** - If any portion of a structure lies within the Special Flood Hazard Area (SFHA), the entire structure is considered to be in the SFHA. The entire structure must meet the construction requirements of the flood zone. The structure includes any attached additions, garages, decks, sunrooms, or any other structure attached to the main structure. Decks or porches that extend into a more restrictive flood zone will require the entire structure to meet the standards of the more restrictive zone.

**Structures in Two Flood Zones** - If a structure lies within two or more flood zones, the construction standards of the most restrictive zone apply to the entire structure (i.e., V zone is more restrictive than A zone; structure must be built to the highest BFE). The structure includes any attached additions, garages, decks, sunrooms, or any other structure attached to the main structure. (Decks or porches that extend into a more restrictive zone will require the entire structure to meet the requirements of the more restrictive zone.)

**No Structures Entirely or Partially Over Water** - New construction, substantial improvements and repair to structures that have sustained substantial damage cannot be constructed or located entirely or partially over water unless it is a functionally dependent use or facility.

Once these revisions are made to Bridgeport's flood damage prevention ordinance and the community formally adopts these revisions and the new effective FIRM and FIS, municipality will be fully compliant with program standards. **Please provide this office with a draft copy of the revised regulations at least one month prior to formal adoption by the City in order to check that all required revisions have been made.** With those revisions, please provide a schedule for public hearing and adoption. Once the revised regulations are adopted, this office will need a certified copy to forward to FEMA Region I.

Thank you for your attention and cooperation in this matter. If you have any questions regarding this review or the specific requirements discussed in this letter, or would like an electronic version of our model floodplain regulations from where the language for the above stated comments had been cited or a copy of our higher regulatory standards developed for use with the model floodplain regulations, please contact me by telephone at (860) 424-3537, or by email at [diane.ifkovic@ct.gov](mailto:diane.ifkovic@ct.gov).

Sincerely,



Diane Ifkovic  
State NFIP Coordinator  
Flood Management Program  
Inland Water Resources Division

cc: William Finch, Mayor, City Hall Annex, 999 Broad Street, Bridgeport, CT 06604  
Denise LaVallee, FEMA, Region I  
File: Bridgeport Community File: Ordinance/Regulation

## **Chapter 15.44 FLOOD DAMAGE PREVENTION**

### Sections:

- 15.44.010 Findings of fact.
- 15.44.020 Statement of purpose.
- 15.44.030 Methods of reducing flood losses.
- 15.44.040 Definitions.
- 15.44.050 Lands to which this chapter applies.
- 15.44.060 Basis for establishing the areas of special flood hazard.
- 15.44.070 Compliance with chapter.
- 15.44.080 Abrogation and greater restrictions.
- 15.44.090 Interpretation of chapter.
- 15.44.100 Warning and disclaimer of liability.
- 15.44.110 Establishment of permit.
- 15.44.120 Designation of the city engineer.
- 15.44.130 Duties and responsibilities of the city engineer.
- 15.44.140 Variance procedure.
- 15.44.150 Provisions for flood hazard reduction.

### **15.44.010 Findings of fact.**

- A. The flood hazard areas of Bridgeport are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-68)

### **15.44.020 Statement of purpose.**

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities, such as: water and gas mains; electric, telephone and sewer lines; streets and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;

- G. To insure that potential buyers are notified that property is in an area of special flood hazard; and
- H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-69)

#### **15.44.030 Methods of reducing flood losses.**

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Controlling filling, grading, dredging and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-70 (part))

#### **15.44.040 Definitions.**

Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its more reasonable application:

"Appeal" means a request for a review of the city engineer's interpretation of any provision of this chapter or a request for a variance.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base flood" means the flood having a one percent chance equalled or exceeded in any given year.

**"Base Flood Elevation" means the elevation of the crest of the base flood or 100-year flood. The height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas.**

**"Basement" means any area of the building having its floor subgrade below ground level, on all sides**

"Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which are not part of the structural support of the building; and which are so designed as to break away under abnormally high tides or wave action without damage to the structural integrity of the building on which they are used, or any buildings to which they might be carried

by flood waters.

"Building" means any structure built for support, shelter or enclosure for any occupancy or storage.

"Coastal high hazard area" means the area of special flood hazard subject to high velocity waters, including, but not limited to, hurricane wave wash. The area is designated on a Flood Insurance Rate Map (FIRM) as Zone ~~(VI-30,)~~ VE ~~(or V-)~~

"Development" means a manmade change to improved or unimproved real estate, including, but not limited to, the construction of buildings or other structures; the construction of additions, alterations or substantial improvements to buildings or structures; the placement of buildings or structures; mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment; the storage, deposition, or extraction of (or) materials; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities located within the area of special flood hazard.

"Elevated building." In the FEMA-issued definition for elevated building, combined specifications are given for structures in A zones and V zones. The definitions for elevated buildings in A zones and for V zones follow:

1. "Elevated building--A and A1-A-30 zones" means a nonbasement building built to have the top of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls or by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.
2. "Elevated building--V and V1-V30 zones" means a nonbasement building built to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of water and adequately anchored so as not to impair the structural integrity of the building during a flood of the magnitude of the base flood. Elevated building also includes structures which have the lower area enclosed by means of breakaway walls if the breakaway walls meet the standards of Section 15.44.150(C)(2)(d).

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, as a minimum, the installation utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date, October 15, 1980, of the floodplain management ordinance adopted by the community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of street, and either final grading or the pouring of concrete pads).

"Federal Emergency Management Agency (FEMA)" is the federal agency that administers the National Flood Insurance Program (NFIP).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, and/or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

("Flood boundary and floodway map" means the official map on which the Federal Emergency Management Agency has delineated the boundaries of the floodway.)

"Flood insurance rate map (FIRM)" means the official map on which the Federal **Emergency Management Agency** (~~Insurance Administration~~) has delineated both the area of special flood hazards and the risk premium zones applicable to the community.

"Flood insurance study (FIS)" means the official report provided in which the Federal **Emergency Management Agency** (~~Insurance Administration~~) has provided flood profiles, as well as **Flood Insurance Rate Map (FIRM)** (~~Flood Hazard Boundary-Floodway Map~~) and the water surface elevation of the base flood.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floor" means the top surface of an enclosed area in a building (including basement) i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

"Functionally dependent facility" means a facility which cannot be used for its intended purpose unless it is located in close proximity to water. **The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities. The tem does not include seafood processing facilities, long term storage, manufacturing, sales or service facilities.** (such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair or seafood processing facilities. The term does not include long-term storage, manufacture, sales or service facilities.)

**"Historic Structure" means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing in the National Register; (b) Certified or registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.**

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes recreational vehicles placed on a site for one hundred eighty (180) consecutive days or longer and intended to be improved property.

"Manufactured home park or subdivision" means a parcel, or contiguous parcels, of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 (the National Geodetic Vertical Datum (NGVD) of 1929,) or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"Market Value" means the market value of the structure shall be determined by the property's tax assessment, minus the land value prior to the start of the initial repair or improvement, or in the case of damage, the value of the structure prior to the damage occurring.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, as a minimum, the installation utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date, October 15, 1980, of the floodplain management ordinance adopted by the community.

"National Geodetic Vertical Datum (NGVD)" as corrected in 1929, means a vertical control used as a reference for establishing varying elevations within the floodplain.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of the initial Flood Insurance Rate Map (FIRM), (October 15, 1980), and includes any subsequent improvements to such structures.

"Recreational vehicle" (A.K.K. park trailers, travel trailers and similar transportable structures) means a vehicle which is:

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the longest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use.

"Sand dunes" means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

"Start of construction" (for other than new construction or substantial improvements under the coastal barrier resources act (P.L. 97-348)), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or

walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facilities or infrastructures.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any combination of repair, reconstruction or improvement of a structure taking place during a one-year period in which the cumulative cost equals or exceeds fifty (50) percent of the market value of the structure either:

1. Before the improvement or repair is started, or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure.

The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions, or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

"Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter where specific enforcement would result in unnecessary hardship.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to **the North American Vertical Datum (NAVD) of 1988** (~~the National Geodetic Vertical Datum (NGVD) of 1929,~~) (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-70 (part))

#### **15.44.050 Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood within the jurisdiction of the Bridgeport flood and erosion control board.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-71)

#### **15.44.060 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency(FEMA) in its Flood Insurance Study (FIS) for Fairfield County, Connecticut, Dated June 18, 2010, and the accompanying Flood Insurance Rate Maps (FIRM), dated June 18, 2010, and other supporting data applicable to the City of Bridgeport, and any subsequent revisions thereto, are adopted by reference and declared to be part of this chapter. Since mapping is legally adopted by reference into this chapter it must take precedence when more restrictive until such time as a map amendment or map revision is obtained from FEMA. The area of special flood hazard includes any area shown on the FIRM as Zones A, AE and VE, including areas designated as a floodway on a FIRM. Zone VE is also identified as a Coastal High Hazard Area. Areas of special flood hazard are determined utilizing the base flood elevations (BFE) provided on flood profiles in the Flood Insurance Study (FIS) for a community. BFEs provided on a Flood Insurance Rate Map (FIRM) are only approximate (rounded up or down) and should be verified with the BFEs published in the FIS for the specific location. The FIS and FIRM are on file in the City Engineer's office, Room 216, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

~~(The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Bridgeport," dated September 6, 1989 and as revised, with accompanying Flood Insurance Rate Maps, latest revision June 16, 1992 and as revised, is adopted by reference and declared to be a part of this chapter. The Flood Insurance Study Flood Boundary and Floodway maps and FIRM maps are on file in the city engineer's office, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.~~

~~(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-72))~~

#### **15.44.070 Compliance with chapter.**

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-73)

#### **15.44.080 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-74)

#### **15.44.090 Interpretation of chapter.**

In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-75)

#### **15.44.100 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards, or uses permitted within such areas, will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-76)

#### **15.44.110 Establishment of permit.**

- A. Prior to the issuance of a building permit within any area of a special hazard established in Section 15.44.060, a site plan shall be furnished by the applicant, and may include, but not be limited to, the nature, location, dimension and elevations of the area in question, existing and proposed grades, existing or proposed structures and drainage facilities. If the city engineer requires a proposed grading plan or drainage facilities, this site plan shall be prepared by a licensed professional engineer. Specifically the following information is required:
  1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;
  2. Elevation in relation to mean sea level to which any structure is to be floodproofed;
  3. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 15.44.150(B)(2);
  4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- B. Prior to the start of any development which does not require the issuance of a building permit, within any area of special flood hazard established in Section 15.44.060, a development permit shall be obtained. Application for a development permit shall be made to the city engineer and shall include, but not be limited to, the same information as required for a building permit in a flood hazard zone.
- C. Construction Stage. Upon completion of the applicable portion of construction, the applicant shall provide verification to the Bridgeport building official of the following as is applicable:
  1. Lowest floor elevation--the elevation to be verified for:
    - a. For structures in **Zone A and AE**, (~~Zones A, A1-A30, AE,~~) provide the as-built elevation of the top of the lowest floor, including basement;

- b. For nonresidential structures in **Zone A and AE**, (~~Zones A, A1-A30, AE,~~) provide the as-built elevation to which the floodproofing is effective;
  - c. For structures in the **VE Zone** (~~V1-V30 and VE zones~~), provide the as-built elevation of the bottom of the lowest horizontal structural member of the elevated building excluding pilings or columns.
- D. Deficiencies detected by the review of the site plan referred to in this section shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections required by this chapter shall be cause to issue a stop-work order for the project.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-77)

#### **15.44.120 Designation of the city engineer.**

The city engineer is appointed to administer and implement this chapter by granting or denying building and development permit applications in accordance with its provisions.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-78)

#### **15.44.130 Duties and responsibilities of the city engineer.**

Duties of the city engineer shall include, but not be limited to:

- A. Permit Review.
  - 1. Review all building or development permit applications to determine that the permit requirements of this chapter have been satisfied **and all proposed building sites will be reasonably safe from flooding;**
  - 2. Review all building or development permit applications to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;
  - 3. Review all building or development permit applications for sufficiency in information in the area of special flood hazard except in the coastal high hazard area to verify that the proposed development is not proposed to adversely affect the flood carrying capacity of the area of special flood hazard. For the purposes of this chapter, "adversely affect" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any time, which is not allowable;
  - 4. Review building or development permit applications in the coastal high hazard area of the area of special flood hazard to determine if the proposed development would unacceptably alter sand dunes so as to increase potential flood damages and therefore, require that the site plan be revised;
  - 5. Review plans for walls to be use to enclose space below the base flood level in accordance with Section 15.44.150.
- B. Use of Other Base Flood Data. When base flood elevations data or floodway

data have not been provided in accordance with Section 15.44.060, basis for establishing the areas of special flood hazard, the city engineer shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer Section 15.44.150.

C. Information to be obtained and maintained by the city engineer:

1. Obtain a certificate by a licensed land surveyor of the actual elevation (in relation to mean sea level) of the top of the lowest floor (including basement) of a structure in a numbered A zone of all new or substantially improved structures and record. Also, the lowest point of the lowest structural member (excluding piling or columns of a structure in the V zone) shall be recorded;
2. For all new or substantially improved floodproofed structures:
  - a. Verify and record the actual elevation (in relation to mean sea level), and
  - b. Maintain the floodproofing certifications required in Section 15.44.150(B)(3)(c);
3. In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns in order to withstand velocity waters in hurricane wave wash;
4. Maintain for public inspection all records pertaining to the provisions of this chapter.

D. Alteration of Watercourse.

1. Review any request to alter a watercourse so that the flood carrying capacity is not diminished. City engineer may require that the site plan be revised if an unacceptable alteration of a watercourse is noted;
2. Require that maintenance is provided by the owner of the property within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished;
3. Notify neighboring communities **and the Connecticut Department of Environmental Protection** of watercourse alterations.

E. Interpretation of FIRM Boundaries.

1. Make interpretations of regulatory related situations.

(Ord. dated 6/20/94 (part): Ord. dated 11/6/89 (part): prior code § 21-79)

**15.44.140 Variance procedure.**

A. Appeal Board.

1. The zoning board of appeals as established by the city council shall hear and decide appeals and requests for variances from the requirements of this chapter.
2. The zoning board of appeals shall hear and decide appeals when it is alleged

there is an error in any requirement, decision or determination made by the city engineer in the enforcement or administration of this chapter.

3. Those aggrieved by the decision of the zoning board of appeals may appeal within fifteen (15) days after such decision to the superior court, as provided in Section 8-7 of Chapter 124, Connecticut General Statutes.
4. In passing upon such application the zoning board of appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and
  - a. The danger that materials may be swept onto other lands to the injury of others;
  - b. The danger to life and property due to flooding or erosion damage;
  - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - d. The importance of the services provided by the proposed facility to the community;
  - e. The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;
  - f. The availability of alternative locations for proposed use which are not subject to flooding or erosion damage;
  - g. The compatibility of the proposed use with existing and anticipated development;
  - h. The relationship of the proposed use to the comprehensive plan and flood plan management program of that area;
  - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - j. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.
5. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items listed in subsection (A)(4)(a) through (k) of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
6. Upon consideration of the factors listed in subsection (A)(4)(a) through (k) of this section and the purposes of this chapter, the zoning board of appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

7. The city engineer shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

B. Conditions for Variances.

1. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places, with regard to the procedures set forth in the remainder of this section.
2. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard to afford relief.
4. Variances shall only be issued upon:
  - a. A showing of good and sufficient cause;
  - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
  - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of public as identified in subsection (A)(4) of this section, or conflict with existing local laws or ordinances.
5. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage.

(Ord. dated 6/20/94 (part); Ord. dated 11/6/89 (part); prior code § 21-80)

**15.44.150 Provisions for flood hazard reduction.**

A. General Standards. In all areas of special flood hazards the following standards are required:

1. Anchoring.
  - a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure **resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.**
2. Construction Material and Methods.
  - a. All new construction and substantial improvements shall be constructed with materials resistant to flood damage;
  - b. All new construction and substantial improvements shall be **constructed by methods and practices that minimize flood damages** (constructed with materials resistant to flood damage.)

3. Utilities.

- a. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- b. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- c. New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
- d. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals.

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All subdivision proposals shall have public utilities and facilities such as a sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
- d. Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least fifty (50) lots or five acres (whichever is less).

5. Manufactured Homes.

- a. All manufactured homes (including recreational vehicles placed on a site for one hundred eighty (180) consecutive days or longer) to be placed, or substantially improved, shall be installed using methods and practices which minimize flood damage. They shall also be elevated and anchored to resist flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties;
- b. Elevation construction standards include piling foundations placed no more than ten feet apart, and reinforcement is provided for piers more than six feet above ground level.

B. Specific Standards. In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 15.44.060, basis for establishing the areas of special flood hazard or in Section 15.44.030(B). Use of other base flood data, the following standards are required:

1. Residential Construction.

- a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above base flood elevation.

2. Manufactured Homes **in Zone A and AE.**

- a. All manufactured homes (including recreational vehicles placed on a site for one hundred eighty (180) consecutive days or longer) to be placed, or substantially improved, shall be elevated so that the lowest floor is above the base flood elevation. **This includes manufactured homes located outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or on a site in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as a result of a flood;**
  - b. It shall be placed on a permanent foundation which itself is securely anchored and to which the structure is securely anchored so that it will resist flotation, lateral movement and hydrostatic and hydrodynamic pressures. Anchoring may include, but not be limited to, the use of over-the-top or frame ties to ground anchors;
  - c. It shall be installed using methods and practices which minimize flood damage;
  - d. Adequate access and drainage should be provided.
  - e. **Recreational vehicles shall either be on site for fewer than 180 consecutive days, and be fully licensed and ready for highway use, or meet all the general standards of section 15.44.150 A. 5. a and b., and 15.44.150 b. 2. a., b., c. and d. for a manufactured home. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.**
3. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:
- a. Be floodproofed so that below an elevation of one foot above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydronamic loads and effects of buoyancy; and
  - c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with acceptable standards of practice for meeting the provisions of this subsection. Such certifications shall be provided to the official as set forth in Section 15.44.130(c)(2).
4. Enclosed Areas Below Base Flood Elevation— **A and AE Zones.**(A1-A30 Zones). New construction, or substantial improvements, of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically

equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect, or meet the following minimum criteria:
  - i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  - ii. The bottom of all openings shall be no higher than one foot above grade; and
  - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
- b. Electrical, plumbing and other utility connections are prohibited below the base flood elevation;
- c. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and

C. Coastal High Hazard Area. Coastal high hazard areas (VE zones) are located within the areas of special flood hazard established in Section 15.44.060. These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, the following provisions shall apply:

1. Location of Structures.
  - a. All new buildings, structures or substantial improvements shall be located landward of reach of the mean high tide.
2. Construction Methods.
  - a. Elevation. All new buildings, structures or substantial improvements shall be elevated so that the lowest supporting member (excluding pilings or columns) is located no lower than the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water, except for breakaway walls as provided for in subsection 15.44.150(C)(2)(d) of this section.
  - b. Structural Support.
    - i. All new buildings, structures or substantial improvements shall be securely anchored on pilings or columns.
    - ii. All pilings and columns and the attached structures shall be anchored to resist flotation, collapse and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. The anchoring and support system shall be designed with wind and water loading values which equal or exceed the one-hundred-year mean recurrence interval (one percent annual chance floods and winds).
    - iii. There shall be no fill used for structural support.

- c. Certification. Compliance with the provisions of subsection(C)(2)(a) and (b) of this section shall be certified by a registered professional engineer or architect including design specifications and plans for construction.
- d. Space Below the Lowest Floor.
  - i. Any alteration, repair, reconstruction or improvement to a structure started after the enactment of the ordinance codified in this chapter shall not enclose the space below the lowest floor unless breakaway walls are used as provided for in this section.
  - ii. Nonsupporting breakaway wall, lattice work or mesh screening shall be allowed below the base flood elevation provided they are not a part of the structural support of the building and are designed so as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met:
    - (A) Design-safe loading resistance of each wall shall not be less than ten nor more than twenty (20) pounds per square foot; or
    - (B) If more than twenty (20) pounds per square foot, a registered professional engineer or architect shall certify that the design wall collapse would result from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water loads acting simultaneously on all building components during the base flood event. Maximum wind and water loading values to be used in this determination shall each have one percent chance of being equalled or exceeded in any given year (one-hundred-year mean recurrence interval).
  - iii. If breakaway walls are utilized, such enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises.
  - iv. Prior to construction, plans for any structure that will have breakaway walls must be submitted to the city engineer for approval.
  - v. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except with breakaway walls, lattice work or screening as provided for in subsection (C)(2)(d)(ii)((A)) and ((B)) of this section.

3. **Manufactured Homes in VE Zones.**

- a. All manufactured homes (including recreational vehicles placed on a site for one hundred eighty (180) consecutive days or longer) to be placed, or

3. The city may request floodway data of an applicant for watercourses without FEMA-published floodways. When such data is provided by an applicant or whenever such data is available from any other source (in response to the city's request or not), the city shall adopt a regulatory floodway based on the principle that the floodway must be able to convey the waters of the base flood without increasing the water surface elevation more than one foot at any point along the watercourse.

(Ord. dated 6/20/94 (part): Ord. Date

- E. Equal Conveyance. Within the floodplain, except in those areas which are tidally influenced, as designated on the Flood Insurance Rate Map (FIRM) for the community, encroachments resulting from filling, new construction or substantial improvements involving an increase in footprint of the structure, are prohibited unless the applicant provides certification by a registered professional engineer demonstrating, with supporting hydrologic and hydraulic analyses performed in accordance with standard engineering practice, that such encroachments shall not result in any (0.00 feet) increase in flood levels (base flood elevation). Work within the floodplain and the land adjacent to the floodplain, including work to provide compensatory storage shall not be constructed in such a way to cause an increase in flood stage or flood velocity.
- F. Compensatory Storage. The water holding capacity of the floodplain, except those areas which are tidally influenced, shall not be reduced. Any reduction caused by filling, new construction or substantial improvements involving an increase in footprint to a structure, shall be compensated for by deepening and/or widening of the floodplain. Storage shall be provided on site, unless easements have been gained from adjacent property owners; it shall be provided within the same hydraulic reach and a volume not previously used for flood storage; it shall be hydraulically comparable and incrementally equal to the theoretical volume of flood water at each elevation, up to and including 100-year flood elevation, which would be displaced by the proposed project. Such compensatory volume shall have an unrestricted hydraulic connection to the same waterway or water body. Compensatory storage can be provided off-site if approved by the municipality.
- G. Aboveground Storage Tanks. Aboveground storage tanks (oil, propane, etc) which are located outside or inside of a structure must either be elevated above the base flood elevation (BFE) on a concrete pad, or be securely anchored with tie down straps to prevent flotation or lateral movement, have the top of the fill pipe extended above the BFE, and have a screw cap that does not allow for the infiltration of flood water.
- H. Portion of Structure in a Flood Zone. If any portion of a structure lies within the Special Flood hazard Area (SFHA), the entire structure is considered to be in the SFHA. The entire structure must meet the requirements of the flood zone. This includes any additions made to the main structure.
- I. No Structures Entirely or Partially Over Water. New construction, substantial improvement and repair to structure that have sustained damage cannot be constructed or located entirely or partially over water unless it is a functionally dependent use or facility.

RES. # 62-09 FOR IMMEDIATE CONSIDERATION (04/19/2010)

April 14, 2010

Bridgeport City Council via  
Fleeta Hudson  
Bridgeport City Clerk  
45 Lyons Terrace  
Bridgeport, Connecticut 06604

**RE: DEP Open Space and Watershed Land Acquisition Grant Application Request  
for Immediate Consideration**

We are respectfully submitting the attached resolution that the City Council support the efforts of the Black Rock NRZ to apply for a grant to maintain open space as noted below. We are requesting immediate consideration by the City Council because the grant application is due May 3, 2010 and this support needs to be documented with the application.

The Black Rock NRZ is partnering with a nonprofit Land Trust to apply for the above referenced grant to purchase the three acre property at 427 Brewster Street and 10 Letland Street. The property is the current location of St. Mark's Church and owned by New England Synod of the Evangelical Lutheran Church in America. If their application is accepted the Grant will pay up to 75% of the appraised value of the land. The Black Rock NRZ will be responsible for raising the balance of the funds to purchase the land.

This is a unique opportunity to create additional open and green space in Bridgeport. The property is located adjacent to Saint Ann's and Black Rock Grammar Schools and easy walking distance to the Black Rock Branch of the Library. Also it is within 1000 feet of the Bridgeport Garden Apartments.

This request is solely for the purpose of obtaining a resolution that the City Council is in support of the efforts of the NRZ. No other City Council actions or funding are required.

Respectfully Submitted,



Susan T. Brannelly  
130<sup>th</sup> District City Council Member  
520 Lake Avenue 06605  
203-335-1112 Res.



Martin C. McCarthy  
130 District City Council Member  
55 King Street 06605  
203-450-1479 Cell

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 1:01  
FLEETA HUDSON  
CITY CLERK

## A Resolution

Regarding a Grant Application to the DEP Open Space and Watershed Land Acquisition Grant Application Grant Program

**WHEREAS**, The Black Rock NRZ's Strategic plan as accepted by the City Council on April 7, 2008 states that the NRZ must aggressively work to protect and enhance the value of the green space already available and increase it where practical; and

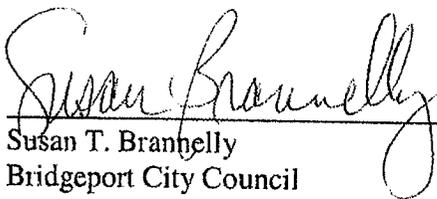
**WHEREAS**, The Black Rock NRZ is partnering with a nonprofit Land Trust to apply for the above reference grant to purchase the three acre property at 427 Brewster Street and 10 Jetland Street and maintain it as open space; and

**WHEREAS**, Open Space and Watershed Land Acquisition Grant Application Grant Program has \$5 million available to provide up to 65% of the cost of acquisition of the land that is in proximity to urban areas; and

**WHEREAS**, Bridgeport is listed as both a distressed municipality and a targeted investment community; and

**WHEREAS**, the City of Bridgeport has empowered its residents throughout its neighborhoods to participate in efforts to improve their neighborhoods with green space;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council supports the efforts of the Black Rock NRZ is seeking this grant and wishes them good fortune in this endeavor.

  
\_\_\_\_\_  
Susan T. Branhelly  
Bridgeport City Council  
130th District

**Wilson, Frances**

---

**From:** Susan.Brannelly@Walgreens.com  
**Sent:** Wednesday, April 14, 2010 12:34 PM  
**To:** Wilson, Frances; McCarthy, Martin; McCarthy, Tom  
**Subject:** For Immediate Consideration Monday, April 19th Council Meeting  
**Attachments:** 0066\_001.pdf

Hi Frances,

As we discussed, attached (see PDF below) is the request for immediate consideration of a resolution and the resolution itself for Monday, April 19th City Council meeting. It was ok'd by Tom McCarthy and I've copied him on this for his and your reference.

Please feel free to call me if there is any problem processing this. My phone is 203 395-6866.

Thanks so much for your help.

Sue

Susan T. Brannelly BSN CRNI  
General Manager  
Collins I.V. Care A Walgreens Company  
60 Watson Boulevard  
Stratford, CT 06615  
800 205-5467 office  
888 913-3577 (option 8) x13708 direct office  
203 395-6866 cell

----- Forwarded by Susan Brannelly/WHP/Walgreens on 04/14/2010 12:28 PM -----

**Stratford-Canon**

To "Susan Brannelly" <[susan.brannelly@walgreens.com](mailto:susan.brannelly@walgreens.com)>  
cc  
Subject Stratford Canon (Clinical)

04/14/2010 12:26 PM

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 1:01  
ATTEST  
CITY CLERK

**RESOLUTION**

By Council member: Susan T. Brannelly and  
Martin C. McCarthy, D-130th

Re: Grant Submission: DEP Open Space and Watershed Land  
Acquisition Grant Program.  
(See attached)

Introduced at a Meeting  
of the City Council, held:

**FOR IMMEDIATE CONSIDERATION**

**DENIED: April 19, 2010**

Attest:   
\_\_\_\_\_  
City Clerk

*Referrals Made:*

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

April 14, 2010

Bridgeport City Council via  
Fleeta Hudson  
Bridgeport City Clerk  
45 Lyons Terrace  
Bridgeport, Connecticut 06604

**RE: DEP Open Space and Watershed Land Acquisition Grant Application Request  
for Immediate Consideration**

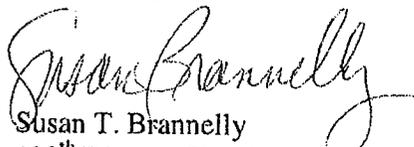
We are respectfully submitting the attached resolution that the City Council support the efforts of the Black Rock NRZ to apply for a grant to maintain open space as noted below. We are requesting immediate consideration by the City Council because the application is due May 3, 2010 and this support needs to be documented with the application.

The Black Rock NRZ is partnering with a nonprofit Land Trust to apply for the above referenced grant to purchase the three acre property at 427 Brewster Street and 10 Wetland Street. The property is the current location of St. Mark's Church and owned by New England Synod of the Evangelical Lutheran Church in America. If their application is accepted the Grant will pay up to 75% of the appraised value of the land. The Black Rock NRZ will be responsible for raising the balance of the funds to purchase the land.

This is a unique opportunity to create additional open and green space in Bridgeport. The property is located adjacent to Saint Ann's and Black Rock Grammar Schools and easy walking distance to the Black Rock Branch of the Library. Also it is within 1000 feet of the Bridgeport Garden Apartments.

This request is solely for the purpose of obtaining a resolution that the City Council is in support of the efforts of the NRZ. No other City Council actions or funding are required.

Respectfully Submitted,



Susan T. Brannelly  
130<sup>th</sup> District City Council Member  
520 Lake Avenue 06605  
203-335-1112 Res.



Martin C. McCarthy  
130 District City Council Member  
55 King Street 06605  
203-450-1479 Cell

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 1:01  
WEST  
CITY CLERK

## A Resolution

Regarding a Grant Application to the DEP Open Space and Watershed Land Acquisition Grant Application Grant Program

**WHEREAS**, The Black Rock NRZ's Strategic plan as accepted by the City Council on April 7, 2008 states that the NRZ must aggressively work to protect and enhance the value of the green space already available and increase it where practical; and

**WHEREAS**, The Black Rock NRZ is partnering with a nonprofit Land Trust to apply for the above reference grant to purchase the three acre property at 427 Brewster Street and 10 Jetland Street and maintain it as open space; and

**WHEREAS**, Open Space and Watershed Land Acquisition Grant Application Grant Program has \$5 million available to provide up to 65% of the cost of acquisition of the land that is in proximity to urban areas; and

**WHEREAS**, Bridgeport is listed as both a distressed municipality and a targeted investment community; and

**WHEREAS**, the City of Bridgeport has empowered its residents throughout its neighborhoods to participate in efforts to improve their neighborhoods with green space;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council supports the efforts of the Black Rock NRZ is seeking this grant and wishes them good fortune in this endeavor.

  
\_\_\_\_\_  
Susan T. Brannelly  
Bridgeport City Council  
130th District

IMMEDIATE CONSIDERATION

MEETING DATE: April 19, 2010

NO. 62-09

COMMITTEE: IMMEDIATE CONSIDERATION

REFERRED TO COMM.:

SUBJECT: Grant Submission: DEP Open Space and Watershed Land Acquisition Grant Program FOR IMMEDIATE CONSIDERATION.

MOTION BY: Brannelly

2ND BY: McCarthy (Martin)

APPROVED \_\_\_\_\_ DENIED  Tabled \_\_\_\_\_ REF. TO COMM. \_\_\_\_\_

\* REMARKS: Brannelly - St Marks Church Property Land Trust  
Black Rock NRZ (DEP. open space grant)

*pls go to opp room  
now is today*

	YES	NO
Susan T. Brannelly	<input checked="" type="checkbox"/>	
Martin C. McCarthy	<input checked="" type="checkbox"/>	
Anderson Ayala		
Denese Taylor-Moye		
M. Evette Brantley		
Robert S. Walsh		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manuel Ayala		
Lydia n. Martinez		
Richard M. Paoletto, Jr.	<input checked="" type="checkbox"/>	
Robert P. Curwen, Sr.	<input checked="" type="checkbox"/>	
Andre F. Baker, Jr.		<input checked="" type="checkbox"/>
James Holloway		<input checked="" type="checkbox"/>

*357-62-09  
 town board  
 Thomas and  
 dePara  
 May 10*

RECEIVED  
 CITY CLERKS OFFICE  
 10 APR 20 AM 9:17  
 CITY CLERK

? \* Andre Baker - (NRZ - Open Space)  
James Holloway section Walsh Curwen  
 City Atty  
 \$40000

**Wilson, Frances**

---

**From:** Susan.Brannelly@Walgreens.com  
**Sent:** Wednesday, April 14, 2010 12:34 PM  
**To:** Wilson, Frances; McCarthy, Martin; McCarthy, Tom  
**Subject:** For Immediate Consideration Monday, April 19th Council Meeting  
**Attachments:** 0066\_001.pdf

Hi Frances,  
As we discussed, attached (see PDF below) is the request for immediate consideration of a resolution and the resolution itself for Monday, April 19th City Council meeting. It was ok'd by Tom McCarthy and I've copied him on this for his and your reference.

Please feel free to call me if there is any problem processing this. My phone is 203 395-6866.

Thanks so much for your help.

Sue

Susan T. Brannelly BSN CRNI  
General Manager  
Collins I.V. Care A Walgreens Company  
60 Watson Boulevard  
Stratford, CT 06615  
800 205-5467 office  
888 913-3577 (option 8) x13708 direct office  
203 395-6866 cell

----- Forwarded by Susan Brannelly/WHP/Walgreens on 04/14/2010 12:28 PM -----

**Stratford-Canon**

To "Susan Brannelly" <[susan.brannelly@walgreens.com](mailto:susan.brannelly@walgreens.com)>

cc

04/14/2010 12:26 PM

Subject Stratford Canon (Clinical)

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
10 APR 14 PM 1:01

## Wilson, Frances

---

**From:** McCarthy, Tom  
**Sent:** Thursday, April 15, 2010 10:42 AM  
**To:** Wilson, Frances  
**Subject:** RE: For Immediate Consideration Monday, April 19th Council Meeting

I approved it. Thanks. Tom

**From:** Wilson, Frances  
**Sent:** Thursday, April 15, 2010 9:13 AM  
**To:** McCarthy, Tom  
**Subject:** FW: For Immediate Consideration Monday, April 19th Council Meeting

Good Morning Tom:

I am sure you approved this for IC but just need your approval before forging ahead.

Thanks Frances

**From:** Susan.Brannelly@Walgreens.com [mailto:Susan.Brannelly@Walgreens.com]  
**Sent:** Wednesday, April 14, 2010 12:34 PM  
**To:** Wilson, Frances; McCarthy, Martin; McCarthy, Tom  
**Subject:** For Immediate Consideration Monday, April 19th Council Meeting

Hi Frances,

As we discussed, attached (see PDF below) is the request for immediate consideration of a resolution and the resolution itself for Monday, April 19th City Council meeting. It was ok'd by Tom McCarthy and I've copied him on this for his and your reference.

Please feel free to call me if there is any problem processing this. My phone is 203 395-6866.

Thanks so much for your help.

Sue

Susan T. Brannelly BSN CRNI  
General Manager  
Collins I.V. Care A Walgreens Company  
60 Watson Boulevard  
Stratford, CT 06615  
800 205-5467 office  
888 913-3577 (option 8) x13708 direct office  
203 395-6866 cell

----- Forwarded by Susan Brannelly/WHP/Walgreens on 04/14/2010 12:28 PM -----

**Stratford-Canon**

To "Susan Brannelly" <[susan.brannelly@walgreens.com](mailto:susan.brannelly@walgreens.com)>

cc

04/14/2010 12:26 PM

Subject Stratford Canon (Clinical)

**\*50-09 Consent Calendar**

**Assignment of Tax Liens for fiscal year 2010.**

---

---

**Report  
of  
Committee  
on  
Contracts**

**Submitted: April 19, 2010**

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

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



*City Clerk*

---

Approved \_\_\_\_\_

*Mayor*

---

---



# City of Bridgeport, Connecticut

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

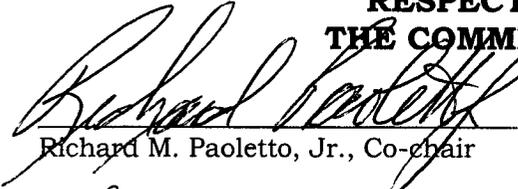
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

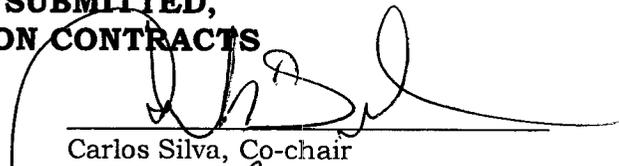
## **\*50-09 Consent Calendar**

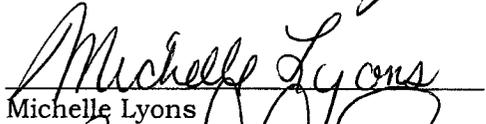
**BE IT RESOLVED**, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorizes and approves the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes; and be it further

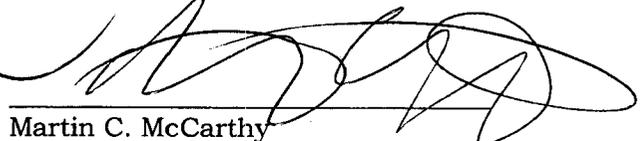
**RESOLVED**, That pursuant to Connecticut General Statutes, including Sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorizes the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

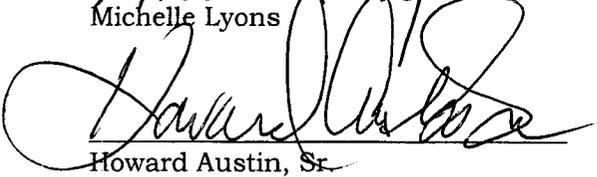
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

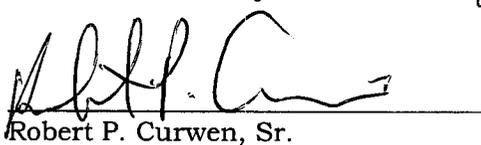
  
Richard M. Paoletto, Jr., Co-chair

  
Carlos Silva, Co-chair

  
Michelle Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

James Holloway

Thomas C. McCarthy, President  
(Added to make quorum)

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized <sup>s</sup> the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

**\*54-09 Consent Calendar**

**Agreement with the State of Connecticut for Final Design and Permitting for the realignment of Main Street (Route 113) at Sikorsky Memorial Airport (State Project No: DOT00150347PE)**

---

---

**Report  
of  
Committee  
on  
Contracts**

**Submitted: April 19, 2010**

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

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

*Shirley A. Moran*  
City Clerk

---

Approved \_\_\_\_\_

---

*Mayor*

---

---



# City of Bridgeport, Connecticut

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

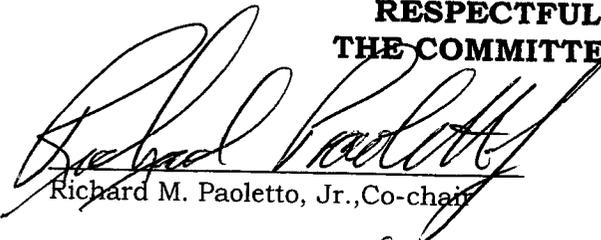
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

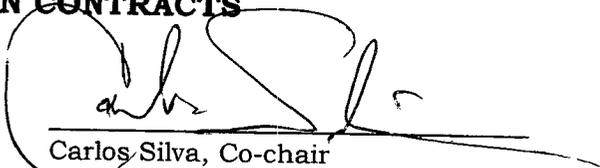
## **\*54-09 Consent Calendar**

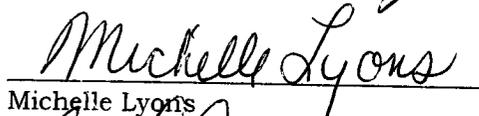
**Resolved**, that Bill Finch, Mayor of the City of Bridgeport, be and hereby is authorized to sign the agreement entitled:

“Agreement between the State of Connecticut, Department of Transportation, Bureau of Aviation & Ports and the City of Bridgeport for final design and permitting for the realignment of Main Street (Route 113) at Igor Sikorsky Memorial Airport including the correction of a scrivener’s error with respect to the project number, which was incorrectly identified as State Project No. DOT00150336PE,” and all other document and agreements necessary to complete the project: State Project No. DOT00150347PE.

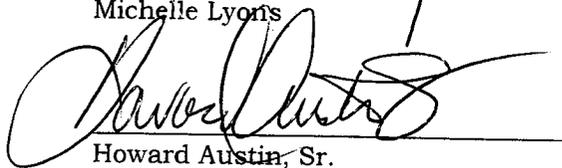
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

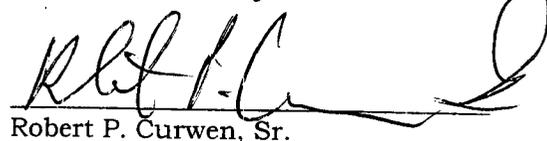
  
Richard M. Paoletto, Jr., Co-chair

  
Carlos Silva, Co-chair

  
Michelle Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

James Holloway

Thomas C. McCarthy, President  
(Added to make quorum)

**\*37-09 Consent Calendar**

PILOT Agreement with the owner of Wakeman Boys and Girls Club Smilow-Burroughs Clubhouse for Land and Building at 2468 Fairfield Avenue for a period not to exceed 8 years.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: April 19, 2010**

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

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



City Clerk

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*37-09 Consent Calendar**

### **A Resolution by the Bridgeport City Council Regarding the Proposed Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse**

**WHEREAS**, The Burroughs Community Center Inc. (Burroughs) is a 501c(3) non-profit organization located at and owning 2468 Fairfield Avenue (the Property) in Bridgeport, CT, with a mailing address of 2470 Fairfield Avenue; and

**WHEREAS**, since 1997, the Burroughs has offered youth and family programs at the Property, serving approximately 125 middle school students on an annual basis, while sharing its facility with other non-profit and community groups who make their programs available to the Bridgeport community; and

**WHEREAS**, Burroughs has long desired to serve more children in a greater variety of programs, and has a willingness to more fully utilize the Property for this purpose; and

**WHEREAS**, for more than a decade, Burroughs has received support, in the form of resources and community outreach services, from the Wakeman Memorial Association (Wakeman), a 501c(3) non-profit organization established in 1913 and located at 385 Center Street in Southport, operator of the Wakeman Boys & Girls Club, which serves approximately 3,500 children from Bridgeport, Fairfield, Westport, Weston, Easton and Trumbull in various facilities; and

**WHEREAS**, as part of a strategic partnership to serve a greater number of children, Burroughs will be transferring a portion of the Property to Wakeman's ownership for the construction of the Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse (Clubhouse), a proposed project with an estimated cost of \$7 Million expected to serve more than 1000 children annually, predominantly Bridgeport children; and

**WHEREAS**, the Massachusetts Housing Investment Corporation (MHIC), has agreed to provide a portion of its New Market Tax Credit allocation from the U.S. Treasury Department's New Market Tax Credit (NMTC) Program; and

**WHEREAS**, approximately \$1.4 Million is anticipated to be raised for the Clubhouse project through NMTCs; and



Report of Committee on ECD and Environment  
**\*37-09 Consent Calendar**

-2-

**WHEREAS**, MHIC requires that a new 501c(3) corporation, the Wakeman Boys & Girls Club Corporation, be established to a) receive the tax credit proceeds, b) manage the other funding raised for the Clubhouse project, c) contract for the construction of the Clubhouse project, and d) own the Clubhouse for a period of 7 years; and

**WHEREAS**, after construction, Wakeman Boys & Girls Club Corporation will lease the Clubhouse to the Wakeman Memorial Association for 7 years, after which the Clubhouse will be transferred to the Wakeman Memorial Association; and

**WHEREAS**, during the 7 year period when the entity which owns the Clubhouse will be a different one than the entity that runs the programs; and

**WHEREAS**, Section 3.16.030 of the Bridgeport Municipal Code requires, among other things, that “ More than twenty (20) percent of the real property is being used exclusively by the lessor for tax exempt purposes as outlined in the lessor’s filing with the assessor.”; and

**WHEREAS**, the primary intent of the aforementioned passage in the Municipal Code was to limit the proliferation of non-profits in Bridgeport that owned real estate for purposes other than for serving their charitable or educational missions as defined in State law; and

**WHEREAS**, the transaction described herein involves a single purpose entity that will hold property and exist for only a limited period of time solely for the purpose of financing and constructing a new facility; and

**WHEREAS**, the Clubhouse will be constructed on Property that has historically been property tax exempt, financed without any direct subsidy of the capital costs from the City of Bridgeport, and will serve a large population of Bridgeport youth; and

**WHEREAS**, the Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse is not anticipated to create additional service burdens on the City of Bridgeport; and

**WHEREAS**, Section 7-498 of the Connecticut General Statutes allows for development property to be tax exempt and subject to a payment in lieu of taxes, when approved by a resolution of the local legislative body; Now, Therefore be it

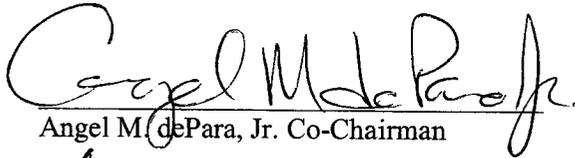


Report of Committee on ECD and Environment  
\*37-09 Consent Calendar

-3-

**RESOLVED** that the Bridgeport City Council authorizes the Mayor to enter into a Payment in Lieu of Taxes agreement for \$1 per year with the owner of the Wakeman Boys & Girls Club Smilow- Burroughs Clubhouse for the land and building, for a period not to exceed a total of 8 years.

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

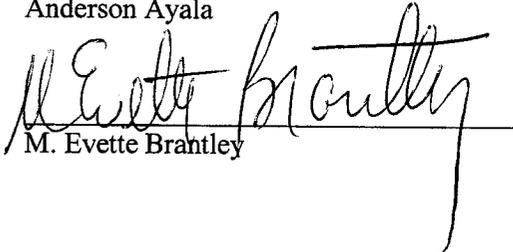
  
Angel M. dePara, Jr. Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Lydie Martinez

  
Warren Blunt

Anderson Ayala

  
M. Evette Brantley

  
Michelle Lyons

Thomas C. McCarthy, President  
(Added to make quorum)

**39-09 and 39-09(S)**

Consolidated Plan for Housing and Community Development Program Year 36 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: April 19, 2010**

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



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

*City Clerk*

---

Approved \_\_\_\_\_

*Mayor*

---

---



# City of Bridgeport, Connecticut

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

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

**39-09 and 39-09 (S)**

**CONSOLIDATED PLAN 2008-2013  
PROGRAM YEAR 36 ANNUAL ACTION PLAN:**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
EMERGENCY SHELTER GRANT PROGRAM  
HOME PROGRAM  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM  
RESOLUTION**

**WHEREAS**, the City of Bridgeport, Connecticut is required to prepare and submit to the U.S. Department of Housing & Urban Development (HUD) a Five Year (2008-2013) *Consolidated Housing and Community Development Plan* which presents a vision statement of guidance, “to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate income persons”; and

**WHEREAS**, the City of Bridgeport has developed its (2008-2013) *Consolidated Housing and Community Development Plan* in accordance with HUD regulations and through a collaborative process whereby it has established a unified vision for its community development actions for the next five years; and

**WHEREAS**, the City of Bridgeport has identified the following eight areas of the City where slum and blight are to be addressed in accordance with the 2008-13 Consolidated Plan: Boston Avenue/Mill Hill; Downtown; East End; East Side; Enterprise Zone; The Hollow; South End and the West Side/West End; and



Report of Committee on ECD and Environment  
39-09 and 39-09 (S)

-2-

**WHEREAS**, the City of Bridgeport has also developed a proposed *PY36 Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2010-2011:

Community Development Block Grant Program	\$3,606,679
Emergency Shelter Grant Program	\$145,523
HOME Program	\$1,531,918
HOPWA Program	\$846,219

**WHEREAS**, four Public Hearings were held, two by the Citizens' Union on February 23<sup>rd</sup> and February 24<sup>th</sup>, and three by the Economic and Community Development and Environment Committee of the City Council on March 18<sup>th</sup>, March 23<sup>rd</sup> and March 29<sup>th</sup>, and a Draft Proposed Plan was developed and published for comment on March 12, 2010 and the thirty-day comment period ended on April 16, 2010 and no citizen comments were received on the Draft Proposed Plan; and

**WHEREAS**, the City Council of the City of Bridgeport accepts the *PY36 Action Plan* (as attached) as part of the City's *2008-2013 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant (CDBG) Program; HOME Investment Partnerships (HOME) Program; the Emergency Shelter Grant (ESG) Program and the Housing Opportunities for Persons with AIDS (HOPWA) Program; Now, Therefore be it

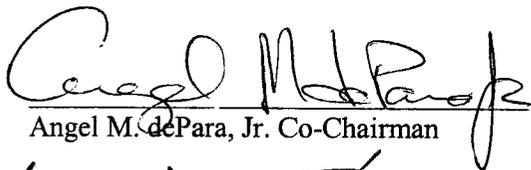
**RESOLVED**, that the Mayor of the City of Bridgeport and/or the designated individual is hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Emergency Shelter Grant Program, HOME Program, Housing Opportunities for Persons with Aids Program and to present to HUD for approval.



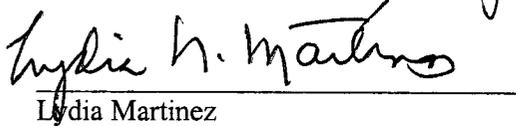
Report of Committee on ECD and Environment  
39-09 and 39-09 (S)

-3-

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

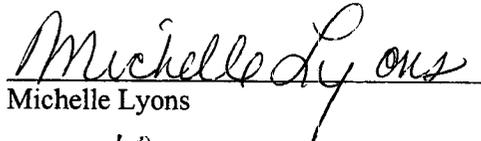
  
Angel M. dePara, Jr. Co-Chairman

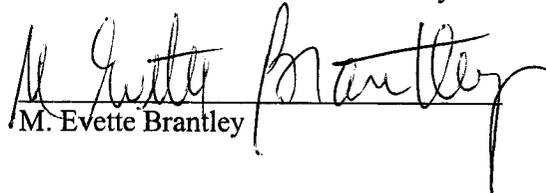
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

  
Warren Blunt

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

  
Michelle Lyons

  
M. Evette Brantley

PY36 Funding Requests and Allocations  
 Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommendation	Year 36 ECDE Recommend	Final Council Approval
<b>PUBLIC SERVICES</b>							
<u>15% Maximum of CDBG Allocation (\$533,162)</u>							
<u>As of 4/5/10: 15% Maximum of CDBG Allocation (\$541,001)</u>							
AHCoA (formerly Acorn)			\$0	\$80,000	\$0		
ASPIRA	\$7,000	\$7,000	\$7,000	\$24,000	\$5,000	\$5,000	\$5,000
Barnum Museum Foundation Inc.	\$0	\$0	\$0	\$15,000	\$0	\$7,839	\$7,839
Bethel Recovery Center, General Operation Program				\$28,000	\$0		\$0
Blessed Sacrament - Summer Camp	\$0	\$0	\$0	\$15,000	\$0		\$0
Bpt Housing Authority, Summer Program	\$0	\$0	\$14,000	\$13,000	\$0		\$0
Bpt Housing Authority, Unique and Unified	\$0	\$0	\$10,000	\$20,000	\$0	\$8,000	\$8,000
Bridgeport Community Landtrust	\$0	\$0	\$0	\$17,200	\$0	\$7,000	\$7,000
Bridgeport PAL	\$12,000	\$12,000	\$12,000	\$20,000	\$10,000	\$0	\$0
Bridgeport Tabernacle Church	\$0	\$0	\$0	\$33,500	\$0	\$9,000	\$9,000
Bridgeport YMCA, Security System	\$0	\$0	\$0	\$8,630	\$0	\$0	\$0
Bridgeport YMCA, South End Community Center	\$20,000	\$10,000	\$12,000	\$43,000	\$0	\$0	\$0
Burroughs Community Center	\$0	\$2,500	\$2,500	\$10,000	\$0	\$8,000	\$8,000
Center for Women & Families (new program request)	\$0	\$0	\$0	\$26,013	\$0	\$0	\$0
CG&CD, ACT Program Match	\$65,818	\$100,000	\$100,000	\$35,000	\$10,000	\$0	\$0
Child Guidance Center - Hispanic Family Outreach	\$5,000	\$5,000	\$5,000	\$40,000	\$34,182	\$34,182	\$34,182
Child Guidance Center - SIHRY	\$10,000	\$10,000	\$10,000	\$40,000	\$0	\$0	\$0
Children in Placement	\$0	\$0	\$0	\$22,500	\$8,000	\$5,000	\$5,000
City Lights, Public Art Program	\$0	\$0	\$0	\$50,320	\$0	\$0	\$0

ATTEST  
 CITY CLERK

RECEIVED  
 CITY CLERKS OFFICE

10 APR 2010

PY36 Funding Requests and Allocations  
Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
COB Dept on Aging, Senior Center Program	\$37,000	\$30,000	\$34,111	\$39,000	\$35,000	\$33,000	\$33,000
COB Human Services, East Side Senior Center Program	\$30,000	\$0	\$0	\$25,000	\$0	\$10,000	\$10,000
COB Human Services, East Side Senior Center Rental	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
COB Human Services, Persons with Disabilities	\$25,000	\$25,000	\$25,000	\$38,886	\$38,886	\$30,886	\$30,886
COB Human Services, Veterans Program	\$32,000	\$35,000	\$35,000	\$63,000	\$35,000	\$33,000	\$33,000
COB Human Services, Youth Service Bureau Match	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
COB ONR, East End NRZ	\$0	\$0	\$5,000	\$15,000	\$0	\$5,000	\$5,000
COB Public Facilities, Mayor's Conservation Corps	\$0	\$0	\$95,000	\$100,000	\$60,794	\$70,000	\$70,000
COB Public Facilities Parks & Rec - Senior Lifestyle	\$0	\$0	\$0	\$15,000	\$0	\$10,000	\$10,000
COB Social Services, Emergency Relocation and Rental	\$53,000	\$40,000	\$40,000	\$61,866	\$40,000	\$40,000	\$40,000
Connecticut Legal Services	\$0	\$0	\$10,000	\$20,000	\$0	\$0	\$0
Divine Mortgage, Foreclosure prevention	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0
Fairfield 08	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$0
FSW, Inc	\$0	\$0	\$0	\$25,000	\$25,000	\$10,000	\$10,000
GBAPP - Mi Casa	\$12,000	\$0	\$0	\$23,400	\$0	\$0	\$0
Groundwork Bridgeport	\$0	\$0	\$0	\$14,500	\$14,500	\$10,000	\$10,000
Hall Neighborhood House - Ella Jackson Senior Center	\$35,000	\$15,000	\$20,000	\$70,000	\$12,000	\$8,000	\$8,000
HEROS	\$0	\$0	\$0	\$114,833	\$0	\$0	\$0
IDEA - Extended Day/Summer Camp	\$0	\$0	\$0	\$375,000	\$0	\$0	\$0
La Casa del Inmigrante/House of the Immigrant	\$0	\$0	\$0	\$32,900	\$0	\$0	\$0
North End Community Council	\$0	\$0	\$0	\$50,000	\$0	\$10,000	\$10,000
Operation Hope	\$0	\$0	\$0	\$14,528	\$0	\$0	\$0
Original Works Inc.	\$0	\$0	\$5,000	\$35,000	\$20,000	\$5,000	\$5,000
Pivot Ministries, GED program (new program request)	\$0	\$0	\$0	\$16,800	\$8,800	\$5,800	\$5,800

PY36 Funding Requests and Allocations  
 Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
Playhouse on the Green, Community Theater	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0
Playhouse on the Green, Project Broadway	\$0	\$0	\$10,000	\$30,000	\$20,000	\$8,294	\$8,294
Raphola Taylor Community Center YMCA	\$15,000	\$10,000	\$10,000	\$57,953	\$10,000	\$8,000	\$8,000
RYASAP, Block by Block	\$5,000	\$5,000	\$10,000	\$30,000	\$10,000	\$0	\$0
RYASAP, Safe Asleep	\$25,000	\$2,500	\$10,000 (Not Accepted)	\$75,000	\$26,000	\$64,000	\$64,000
Sickle Cell	\$0	\$0	\$5,000	\$20,000	\$0	\$1,000	\$1,000
Southwestern AHEC, Give Kids a Smile	\$0	\$0	\$0	\$5,000	\$5,000	\$2,500	\$2,500
Southwestern AHEC, Youth Health Corps	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
The First Tee Program	\$0	\$0	\$0	\$15,000	\$0	\$2,500	\$2,500
The McGivney Community Center, Inc	\$12,000	\$5,000	\$5,000	\$12,000	\$10,000	\$5,000	\$5,000
United Cerebral Palsy, Montana Center	\$0	\$0	\$0	\$55,443	\$0	\$0	\$0
United Cerebral Palsy, Skyward Day Program	\$0	\$0	\$0	\$37,246	\$0	\$0	\$0
United Congregational Church	\$0	\$0	\$0	\$8,000	\$0	\$0	\$0
Village Initiative Project College Prep	\$0	\$4,944	\$0	\$76,500	\$0	\$0	\$0
Witness Project of CT, Inc.	\$0	\$0	\$0	\$55,160	\$0	\$5,000	\$5,000
<b>TOTAL</b>				<b>\$2,328,178</b>	<b>\$533,162</b>	<b>\$541,001</b>	<b>\$541,001</b>

PY36 Funding Requests and Allocations  
Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
<b>HOUSING</b>							
Bpt Housing Authority, Environmental Rehabilitation	\$0	\$0	\$0	\$449,000	\$0	0	
CG&CD, Homeowner Rehab Program	\$50,000	\$25,000	\$25,000	\$500,000	\$0	\$50,000	\$50,000
CG&CD, Housing Program Delivery	\$120,000	\$136,235	\$136,235	\$140,322	\$110,000	\$120,000	\$120,000
CG&CD, Lead Free Families Program	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
COB Health Dept, Lead Poisoning Program	\$157,000	\$152,000	\$152,000	\$155,000	\$113,065	\$143,065	\$143,065
COB Housing Code, Enforcement	\$456,300	\$472,000	\$472,000	\$150,987	\$95,000	\$95,000	\$95,000
COB ONR, Citywide NRZ Housing Enhancement Program	\$0	\$0	\$0	\$325,000	\$0	\$0	\$0
Marrakech Inc., East Main Street Project	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0
Mutual Housing, Maplewood Court	\$0	\$0	\$35,000	\$80,000	\$0	\$0	\$0
Third Stone Ridge Cooperative	\$0	\$0	\$115,855	\$140,000	\$0	\$0	\$0
<b>HOUSING SUB TOTAL</b>				<b>\$1,990,309</b>	<b>\$343,065</b>	<b>\$433,065</b>	<b>\$433,065</b>
<b>PUBLIC FACILITIES/Infrastructure</b>							
ABCD - Freeman Homes	\$0	\$0	\$0	\$300,000	\$0	\$10,000	\$10,000
Ark of Christ, Sprinkler System	\$0	\$0	\$0	\$35,000	\$8,000	\$8,000	\$8,000
Bethel Recovery Center, Facility Repairs	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0
Bridgeport Community Landtrust, Urban Gardens	\$15,000	\$10,000	\$10,000	\$36,000	\$12,000	\$12,000	\$12,000
Cardinal Sheehan Center, Building Repairs	\$0	\$20,000	\$0	\$28,905	\$28,905	\$28,905	\$28,905
COB Fire Dept, Fire Rescue Vehicle	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0
COB Public Facilities - Tennis Court Improvements	\$0	\$0	\$0	\$300,000	\$150,000	\$150,000	\$150,000
COB Public Facilities Parks & Rec, Adopt-a-Tree	\$0	\$0	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000

PY36 Funding Requests and Allocations  
Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
COB Public Facilities Parks & Rec - Public Park Improvements	\$0	\$0	\$0	\$87,000	\$50,000	\$50,000	\$50,000
COB ONR, Public Facilities Enhancement Program	\$0	\$0	\$0	\$1,062,700	\$243,065	\$243,065	\$243,065
COB ONR, NRZ Neighborhood Program	\$0	\$0	\$0	\$226,000	\$40,000	\$40,000	\$40,000
Friends of the BPT Public Library - Reading Garden	\$0	\$0	\$0	\$54,000	\$0	\$0	\$0
Hall Neighborhood House - HVAC Unit	\$0	\$0	\$25,000	\$20,000	\$20,000	\$20,000	\$20,000
Hall Neighborhood House - Roof Replacement	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000
Liberation Programs, Roof Replacement	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
Regional Network of Programs Inc., Prospect House Shelter Bathroom Renovation	\$0	\$0	\$25,000	\$34,000	\$19,160	\$19,160	\$19,160
<b>Public Facilities Improvements SUBTOTAL</b>				<b>\$2,913,605</b>	<b>\$626,130</b>	<b>\$636,130</b>	<b>\$636,130</b>
<b><u>ANTI-BLIGHT / SLUM ELIMINATION</u></b>							
COB OPED, Demolition	\$0	\$0	\$0	\$750,000	\$60,000	\$83,975	\$83,975
<b>Anti-Blight SUBTOTAL</b>				<b>\$750,000</b>	<b>\$60,000</b>	<b>\$83,975</b>	<b>\$83,975</b>
<b><u>ECONOMIC DEVELOPMENT</u></b>							
Community Capital Fund							
COB OPED, Storefront Improvement Program	\$0	\$0	\$0	\$250,000	\$80,000	\$50,000	\$50,000
COB OPED, Business Development Revolving Loan Fund	\$0	\$0	\$0	\$200,000	\$100,000	\$100,000	\$100,000
<b>Economic Development SUBTOTAL</b>				<b>\$500,000</b>	<b>\$163,065</b>	<b>\$103,067</b>	<b>\$103,067</b>
<b>Grand Total</b>				<b>\$950,000</b>	<b>\$343,065</b>	<b>\$253,067</b>	<b>\$253,067</b>

PY36 Funding Requests and Allocations  
 Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
<b>PLANNING/ADMIN</b>							
MAX=20% CDBG ALLOCATION							
<b>As of 4/5/10: MAX=20% CDBG ALLOCATION \$721,335</b>							
CoB CG/CD Administration	\$672,915	\$650,592	\$662,739	\$710,883	\$685,883	\$685,883	\$685,883
COB ONR, NRZ Planning and Development Project				\$57,000	\$20,000	\$25,000	\$25,000
COB ONR, Citywide NRZ Economic Enhancement & Training Programs				\$175,000	\$5,000	\$10,452	\$10,452
<b>Planning/Admin SUBTOTAL</b>				<b>\$942,883</b>	<b>\$710,883</b>	<b>\$721,335</b>	<b>\$721,335</b>
<b>SECTION 108</b>							
Section 108 Loan Repayments	\$983,272	\$983,272	\$985,507	\$938,106	\$938,106	\$938,106	\$938,106
<b>Section 108 SUBTOTAL</b>				<b>\$938,106</b>	<b>\$938,106</b>	<b>\$938,106</b>	<b>\$938,106</b>
<b>GRAND TOTAL CDBG</b>				<b>\$10,813,081</b>	<b>\$3,554,411</b>	<b>\$3,606,679</b>	<b>\$3,606,679</b>

PY36 Funding Requests and Allocations  
Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommendation	Year 36 ECDE Recommend	Final Council Approval
<b>EMERGENCY SHELTER GRANT</b>							
<b>CANNOT EXCEED \$154,971 As Of 4/5/10: CANNOT EXCEED \$145,523</b>							
COB Human Services, Veterans Disability Food Pantry	\$0	\$0	\$0	\$25,000	\$5,000	\$7,971	\$7,971
ABCD - Emergency Energy Assistance	\$25,000	\$32,500	\$39,968	\$70,000	\$20,000	\$19,500	\$19,500
ABCD - Emergency Rental Assistance	\$15,000	\$20,000	\$29,986	\$50,000	\$20,000	\$19,500	\$19,500
ABCD - St. Stephen's Food Pantry	\$11,000	\$10,000	\$14,990	\$40,000	\$10,000	\$8,000	\$8,000
Alpha Community Services	\$28,234	\$34,720	\$40,206	\$50,000	\$20,000	\$19,552	\$19,552
Ark of Christ	\$0	\$0	\$5,000	\$30,000	\$0	\$0	\$0
Bethel Recovery Center	\$0	\$5,000	\$14,990	\$30,000	\$5,000	\$5,000	\$5,000
Blessed Sacrament - Nutritional Feeding Prgm	\$0	\$0	\$10,000	\$15,000	\$5,000	\$5,000	\$5,000
Bridgeport Tabernacle Church	\$0	\$0	\$0	\$58,800	\$5,000	\$5,000	\$5,000
Catholic Charities - Merton House	\$0	\$0	\$14,990	\$25,000	\$5,000	\$5,000	\$5,000
East End Community Council -EECC Program	\$5,000	\$5,000	\$15,000	\$39,000	\$5,000	\$5,000	\$5,000
Frank Habansky Food Pantry Inc. - Black Rock FP	\$0	\$0	\$14,990	\$9,200	\$5,000	\$5,000	\$5,000
GBAPP - ESG	\$10,000	\$10,000	\$10,000	\$32,747	\$10,000	\$9,500	\$9,500
Healing Tree Kings Pantry	\$9,000	\$5,500	\$14,990	\$30,000	\$10,000	\$9,500	\$9,500
La Casa del Immigrante/House of the Immigrant	\$0	\$0	\$0	\$15,617	\$5,000	\$5,000	\$5,000
Mt. Aery Development Corp	\$0	\$0	\$0	\$168,594	\$7,971	\$0	\$0
North End Community Council - Food Bank	\$0	\$0	\$0	\$13,000	\$5,000	\$5,000	\$5,000
Refocus Ministries, Support Services	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0
Regional Network of Programs Inc.	\$0	\$5,000	\$8,000	\$54,403	\$0	\$0	\$0
United Congregational Church	\$0	\$0	\$15,000	\$20,000	\$5,000	\$5,000	\$5,000
CG&CD, Administration	\$7,248	\$7,248	\$7,233	\$7,500	\$7,000	\$7,000	\$5,000
<b>TOTAL</b>				<b>\$793,861</b>	<b>\$154,971</b>	<b>\$145,523</b>	<b>\$145,523</b>

PY36 Funding Requests and Allocations  
 Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
<u>HOPWA</u>							
CANNOT EXCEED \$914,776							
<b><u>As Of 4/5/10: CANNOT EXCEED \$846,219</u></b>							
AIDS Project Danbury	\$90,097	\$60,097	\$66,642	\$114,001	\$100,000	\$80,000	\$80,000
Alpha Community Services			\$17,742	\$35,200	\$35,200	\$35,200	\$35,200
Ark of Christ	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0
Bethel Recovery Center	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0
Catholic Charities - Scattered Site Housing		\$217,463	\$241,145	\$217,463	\$200,000	\$200,000	\$200,000
Mid Fairfield AIDS Project		\$122,408	\$130,194	\$139,000	\$139,000	\$130,194	\$130,194
Refocus Ministries		\$100,776	\$85,277	\$85,277	\$85,277	\$85,277	\$85,277
Regional Network of Programs Inc.		\$81,935	\$105,345	\$130,634	\$128,912	\$105,345	\$105,345
St. Luke's Community Services		\$165,191	\$182,968	\$218,882	\$200,000	\$183,816	\$183,816
CG&CD, Administration		\$23,130	\$25,618	\$26,387	\$26,387	\$26,387	\$26,387
<b>TOTAL</b>	<b>\$90,097</b>	<b>\$771,000</b>	<b>\$854,931</b>	<b>\$1,031,844</b>	<b>\$914,776</b>	<b>\$846,219</b>	<b>\$846,219</b>

PY36 Funding Requests and Allocations  
 Central Grants and Community Development

ECDE Special Meeting 4/7/10

\*Citizens Union Allocation based on estimated funding. HUD Allocation announced 4/5/10.

Program Year 36 Funding Requests and allocations	PY33 Award	PY34 Award	PY35 Award	Year 36 Requested	Year 36 Citizen Union Recommend	Year 36 ECDE Recommend	Final Council Approval
<b>HOME ALLOCATION PLAN</b>							
<u>CANNOT EXCEED \$1,651,598</u>							
<b><u>As Of 4/5/10: CANNOT EXCEED \$1,531,918</u></b>							
Administration (10%)				\$165,160	\$165,160	\$153,192	\$153,192
DUNA Payment Assistance				\$500,000	\$500,000	\$450,000	\$450,000
Home Ownership Production				\$350,000	\$350,000	\$300,000	\$300,000
Rental Production				\$636,438	\$636,438	\$628,726	\$628,726
Home Allocation - SUBTOTAL				\$1,651,598	\$1,651,598	\$1,531,918	\$1,531,918
Estimated Program Income (sales of ACAPs Clifton, James, Orchard, Holly)				\$865,043	\$865,043	\$865,043	\$865,043
Home Program TOTAL				\$2,516,641	\$2,516,641	\$2,396,961	\$2,396,961