

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 19, 2008

7:00 p.m.

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

Mayor's Office Update concerning Pleasure Beach Negotiations.

EXECUTIVE SESSION:

City Attorney Report re Pending Litigation between Bridgeport Harbour
Place I, LLC and the City of Bridgeport, et. al.

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 19, 2008

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Approval of City Council Minutes: January 22, 2008

COMMUNICATION TO BE REFERRED TO COMMITTEE:

40-07

Communication from OPED re Bridgeport Intermodal Transportation Center Transit Garage Expansion & Walkways: Resolution Authorizing Increased State Funding for Fencing, referred to Public Safety and Transportation Committee.

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 19, 2008

7:00 p.m.

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

ATTENDANCE: Council members: Brannelly, Crowe, Colon, Santiago, Brantley, McCarthy, Austin, Lyons, Vizzo-Paniccia, Blunt, *dePara, Silva, Martinez, Paoletto, Baker

*** denotes – arrived late**

ABSENT: Walsh, Valle, Curwen, Bonney, Holloway

Mayor Finch called the meeting to order at 7:15 p.m.

Prayer - Attorney Salvatore Depiano offered the prayer.

Pledge of Allegiance - the pledge was led by Council member Lyons.

Roll Call - the roll call was taken and the City Clerk announced there was a quorum.

Council member Brantley, of the 132nd District asked for a moment of silence for a member of her district, Ms. Burgess who recently passed away.

Approval of City Council Minutes: January 22, 2008

**** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES
** COUNCIL SANTIAGO SECONDED
** MOTION PASSED UNANIMOUSLY**

COMMUNICATION TO BE REFERRED TO COMMITTEE:

40-07 Communication from OPED re Bridgeport Intermodal Transportation Center Transit Garage Expansion & Walkways: Resolution Authorizing Increased State Funding for Fencing, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER McCARTHY MOVED TO APPROVE
** COUNCIL MEMBER SILVA SECONDED
** MOTION PASSED UNANIMOUSLY**

**Council member dePara not present for the vote.*

Mayor's Office Update concerning Pleasure Beach Negotiations.

Mayor Finch updated the city council with the information discussed at prior meetings. He introduced Andrew French who runs the northeast region that includes the McKinney Wildlife Preserve. He went on to say that if the council approved the sale, it would be best to negotiate as a unit, so the benefits to the community could be maximized. The plan is to have open access to something that is available to the towns of Bridgeport and Stratford. He said he was assured by Andrew French that the use of the land would include; hiking, nature trails, fishing, a swimming beach, environmental programs and interpretive education. He added that he also met with Senator Dodd and Senator Lieberman, both of whom are in support of expanding the Wildlife Preserve. He also met with the Trust of Public Land, the CT Audubon Society and other groups, like the Sierra Club all of whom have pledged their support to the preserve, for the purpose of protecting the land and making it open to the public.

Mayor Finch continued and spoke about the guiding terms that for any transfer of land that involved Bridgeport, they should be fairly compensated. There will be direct access from Bridgeport and Stratford and open access to the bridge. He further reviewed all the activities planned for the youth. He recommended to the council that since the fund balance is low and the bond rating is currently high, if they approved the sale, a significant amount should go into the fund balance to improve the city's credit rating. He further mentioned the parks in all the districts that aren't properly maintained, but he thought that if significant funds were given to the wildlife program, they could be used to improve the parks to make them accessible to people, but he said they would need a large influx of cash to make that happen. He urged everyone to let him know if there was anything else they would like to see happen with this project. He noted that Andrew French would be available following the meeting to answer any other questions.

Council member McCarthy stated that he was in favor of the idea, but the key thing was access. He asked about piping the culverts and if there would be any restrictions because of them. Mr. French approached the council and stated that the more relevant the project became to people, the more objective they would be to address that issue. However, he said they planned to provide public access for part of the land, but there is still a lot to be discussed.

Council member Brantley said she had a concern about the camp that was previously held at Pleasure Beach in past years and other activities for youth and adults. She expressed that she would like to see Council member Holloway involved in the project to address some concerns, since the east end is his district. She asked if the proposed project would affect the name of "Pleasure Beach". She also noted a concern about the water taxi. Mayor Finch stated that they also planned to have the NRZ involved in the project to address those issues.

Council member Baker expressed some confusion that the east end community hadn't been addressed about the project by way of a public hearing. He felt it would give people an opportunity to hear more about the project and to also discuss other possible plans for the land. He said he felt the community was being kept in the dark without the opportunity to give any input or able to voice their opinions. He emphasized that he didn't think the east end community would be happy to hear about the project, without having the chance to give their input.

Mayor Finch responded that he always pledged to work with Council member Baker and the NRZ regarding the project. He clarified that this was a matter of open and honest government information at its best and nothing was being hidden. He noted that a lot of information was forthcoming that didn't have to be shared, but he made an effort to share that information, so as not to repeat the past trend of keeping people uninformed. He said he would be glad to hear about all open aspects concerning the community, but he stressed that he thought this project was the best direction to go, due to having worked on the project for many years.

Council member Crowe asked who would be responsible for remediation. Mayor Finch said the city would not be responsible for remediation, the Federal Government will be. He further noted there weren't any major environmental problems associated with the land, but there might be some minor contamination.

Council member Brantley questioned Mayor Finch's statement of not having to share information. Mayor Finch explained that the project received a lot of support among community groups and again, there will be further open discussion.

Council member Brantley expressed that the beach was a significant part of the African-American community and it's the only access people have to the water. And although the project might be supported, she stressed it would be upon them to make sure the residents were aware of what's going on. Mayor Finch said they had his word that there would be public discussions. He reminded them that the matter wasn't going to be voted on immediately.

Council member Paoletto said he grew up on the east side, and although he represented another district, he didn't feel the matter should be looked upon as a color issue, but more as a city and regional issue. Overall, he thought it was a good thing that meetings were previously held with Stratford and the Federal Government.

Council Silva asked if the funds received would be a one shot deal. Mayor Finch stated that the financial details hadn't been worked out yet, but there will be payments over time.

Council member Silva asked how the project would relate to the tax question. Mayor Finch said the Federal Government wouldn't pay the taxes and any improvements will be modest. He said there would be more financial information forthcoming.

Council member Silva questioned if it would be more feasible to sell the land for development, for the purpose of bringing more revenue into the city, or open it up as is and receive a one shot deal. Mayor Finch responded that he felt this would be a situation of receiving a gift over time, in view of the 25-acres in question. He said they wouldn't get public access by developing the site. Council member Silva suggested arrangements be made to allow the city council members to visit the site to assess the conditions of the land and to determine if the bridge is operable.

Mayor Finch recalled that a study was previously done by an engineering firm who advised that the bridge could be repaired for \$19 million, but he decided not to pursue it due to the cost. He noted that the report could be made available for review by the council members.

Council member McCarthy pointed out that he asked the mayor to address this issue tonight, due to the conversations he heard about. He said he appreciated the mayor coming forward on the front end to address the city council, rather on the back end. He thought the information given tonight was helpful to assist the city council in getting the ball rolling and to form their own questions.

Council member Blunt commented that this would be the beginning of many long conversations, but he didn't feel they should get overly excited just yet about a good idea. He thought they should be open to listening about the proposed project, noting that what he heard for years was encouragement of a park that he thought could be a win-win situation. He also thought the project would be a way of retaining the park and still allow the government to do their thing.

Council member Lyons stated that she was also raised on the east side. She commented that currently Pleasure Beach was used as a dumping ground and for abandoned cars. Mayor Finch clarified that the beach does have some debris on it, but there aren't any abandoned vehicles there, because the bridge has been inoperable for them to get over. He explained that most of the debris was due to the surrounding buildings, but there aren't any vehicles. Council member Lyons thought the condition the land is in now should be looked at to better and improve Pleasure Beach in the best interest of the city.

Council member Blunt asked if the land would eventually become a state park, and if so, will there be any user fees for the City of Bridgeport. Mr. French said there hadn't been any discussion yet about user fees, but as far as the funds, there will be a revenue share payment made annually, that will be calculated three ways based on the market value selling price. He said they will also cover maintenance. He further expressed that the notion of a Wildlife Preserve was an exciting venture for the city, although he agreed there was still a lot of discussion to be had.

Mayor Finch reiterated that more discussions would be held. He thanked everyone for participating in the project discussions and he urged everyone to stay involved. He expressed that it could be a good project to benefit the city and the youth.

EXECUTIVE SESSION:

City Attorney Report re Pending Litigation between Bridgeport Harbour Place I, LLC and the City of Bridgeport, et.al.

**** COUNCIL MEMBER MCCARTHY MOVED TO ENTER INTO EXECUTIVE SESSION**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

*It was noted that the following persons would attend the executive session:

- City Attorney Mark Anastasi
- Attorney Salvatore Depiano
- Craig Robb

The city council moved into executive session at 8:00 p.m.

The executive session ended at 8:31 p.m.

ADJOURNMENT

**** COUNCIL MEMBER CROWE MOVED TO ADJOURN
** COUNCIL MEMBER dePARA SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:32 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

COMM.# 40-07 Ref'd to Public Safety and Transportation Committee on 2/19/2008.

February 12, 2008

The Honorable City Council
C/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

**RE: Bridgeport Intermodal Transportation Center
Transit Garage Expansion & Walkways
Resolution Authorizing Increased State Funding for Fencing**

Dear Honorable Body:

Please refer the attached Resolution and Supplemental Agreement between the City of Bridgeport and the State of Connecticut for additional grant funding for the Bridgeport Intermodal Transportation Center to the Committee on Public Safety and Transportation for its consideration and action.

Sincerely,

Stephen J. Tyliszczak
Senior Economic Development Associate

RECEIVED
CITY CLERKS OFFICE
08 FEB 13 PM 2:17
TEST
CITY CLERK

Attachments

Cc: Ed Lavernoich
Andrew Nunn



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
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BILL FINCH
Mayor

COMM.# 40-07 Ref'd to Public Safety and Transportation Committee on 2/19/2008.

February 12, 2008

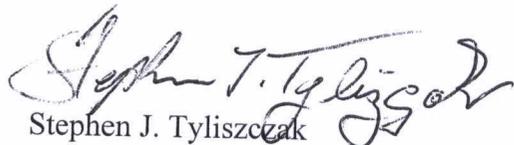
The Honorable City Council
C/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

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Transit Garage Expansion & Walkways
Resolution Authorizing Increased State Funding for Fencing**

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Sincerely,


Stephen J. Tylliszczak
Senior Economic Development Associate

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Cc: Ed Lavernoch
Andrew Nunn



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

**A Resolution
of the
Bridgeport City Council
Regarding
Increased Grant Funding from the
State of Connecticut Department of Transportation**

WHEREAS, the City of Bridgeport (the "City") and the State of Connecticut (the "State") have worked and will continue to work cooperatively to reduce vehicular traffic and improve connectivity between various modes of transportation in the City in an effort to improve air quality in both the State and City; and

WHEREAS, the State has utilized State owned property underneath I-95 for the purpose of increasing and improving commuter parking operations in the City; and

WHEREAS, the City of Bridgeport has pursued and obtained State and Federal funds to construct a new transportation center in the downtown area to link the City's transit systems and to serve as a transportation and economic development hub for the City and the region, which transportation center would expand, connect and link the intermodal garage with the ferry and railroad systems of the City (the "Intermodal Transportation Center Project"); and

WHEREAS, the State, in a cooperative effort with the City, has operated the Bridgeport Train Station and the Transit Garage at Harbor Yard at no cost to the City; and

WHEREAS, on July 6, 2004 the City Council of the City of Bridgeport adopted a resolution authorizing the application and receipt of funds in the amounts of \$5,300,000 from the Federal Government and \$4,000,000 from the State for the design and construction of these transit improvements; and

WHEREAS, the State funds serve as the required match to the Federal funds and the City will not be obligated to provide any additional match to these funds; and

WHEREAS, the State has made available an additional \$250,000.00 to be used for improvements to the fencing surrounding the State owned and operated Commuter Parking Lot underneath I-95;

Now therefore, be it

RESOLVED, that in the public interest, the City's application to the State of Connecticut for the additional sum \$250,000.00 is hereby approved; and be it further

RESOLVED, that the Mayor of the City, Bill Finch, is hereby authorized to execute and file such Applications, to provide such additional information, to execute such other documents as may be required, to execute Agreements with the State of Connecticut for such financial assistance, and to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the City.

Filename: c/oped/sjt/itc/CTDOT/Garage Expansion / Council Resolution/ 2.12.08



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2915

February 5, 2008

Bill Fabrizi
Hon. John M. Fabrizi
Mayor
City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Dear Mayor Fabrizi: *Firch*

Subject: First Supplemental Agreement No. 8.28-01(07)

Enclosed for your witnessed signature are two (2) copies of the subject agreement. This supplemental agreement provides additional funds for the Bridgeport Intermodal Transportation Center Commuter Parking Garage Expansion (State Project No. 15-0293) to allow for the removal of the existing fence and installation of a new fence surrounding the surface parking area under Interstate 95.

Please follow the enclosed "Instructions for Agreement Signature" and return this signed agreement as soon as possible to assure that your agreement is promptly processed.

A fully executed copy of the agreement will be returned to you upon its completion.

Very truly yours,

B. Wozniak

Barbara Wozniak
Transportation Planner 2
Bureau of Public Transportation

Enclosures

INSTRUCTION FOR AGREEMENT SIGNATURE

Please complete all of the following steps in the instructions. Omission of any step may necessitate returning the agreements to you, thereby delaying processing of the agreement.

CHECK

- _____ 1. The corporate/agency official's signature and those of two witnesses should be on both copies of the agreement. **Please note the corporate/agency official authorized to sign the agreement must sign his/her name the same as his/her name appears in the agreement.**
- _____ 2. The witnesses should sign in the same order on both copies.
- _____ 3. The names of the witnesses should be typed or clearly printed beneath their signatures.
- _____ 4. Two copies (each with original signatures) of the corporate/agency resolution designating the official authorization to enter into this agreement should be included. **Please note, agreement should not be signed until a resolution is in place. Also, the signatory's name on the resolution must appear as it appears in the agreement.**
- For your convenience an _____ 5. A copy of a statement, by the corporate/agency secretary, noting typed incumbency certificate is specifically by name and title the designated official authorized to enter enclosed and all set for signature. this agreement should be included (Incumbency Certificate or Board of Directors minutes of meeting).
- _____ 6. Completed Certificate of Insurance including Workers' Compensation, must be on the enclosed State Form (CON-32). The **insurance coverage must be provided by a company approved in the State of Connecticut to write policies for the specific line of insurance as indicated in the agreements/contracts.** A list of approved companies can be found on the **Connecticut Insurance Department's website** at <http://www.state.ct.us/cid/>. Please forward the enclosed Con-32 to your insurance carrier.
- N/A _____ 7. Completed Gift and Campaign Contribution Certificate (OPM Ethics Form 1)
- N/A _____ 8. Completed Consulting Agreement Affidavit (OPM Ethics Form 5)
- N/A _____ 9. Completed Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)
- For your convenience an _____ 10. Completed Non-Discrimination Certification. **Enclosed for your A Civil Union Nondiscrimination Certificate is enclosed and information are Public Acts 07-245 and 07-142.** all set for Certifying.

INCUMBENCY CERTIFICATE

The undersigned, _____, Town/City Clerk, being the duly elected and incumbent Certifying Official of the City of Bridgeport, Connecticut, does hereby certify that at all times since the _____ day of _____, 200__, that John M. Fabrizi, Mayor, has been the duly elected and incumbent of the City of Bridgeport, Connecticut and that a true and correct specimen of his signature is set forth in the space below:

Signature: _____
JOHN M. FABRIZI → BILL FINCH

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bridgeport, Connecticut on this _____ day of _____, 200__.

Signature: _____
Printed Name: _____, TOWN/CITY CLERK

CON-32 REV. 11/07
 STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF INSURANCE

This is to certify that the Insurance Company named herein has issued to the named insured the policies listed below, that these policies are written in accordance with the Insurance Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the Department of Transportation upon request, that they provide coverages and limits of liability shown with respect to the hazards indicated, that they are in force on this date, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Department of Transportation in connection with the award and the performance of any contract or agreement, or the issuance of any permit or authorization by the Transportation Commissioner or duly authorized agent.

The Insurance Company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The Insurance Company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

NAME OF INSURED _____
 ADDRESS _____ CITY _____ STATE _____

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY	
				ALL PERSONS / ALL DAMAGES EACH ACCIDENT or OCCURRENCE	AGGREGATE
A OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY FOR AND IN THE NAME OF THE STATE OF CONN. (1)(2) SEE BELOW					
*B COMMERCIAL GENERAL LIABILITY (1) SEE BELOW					
*C EXPLOSION, COLLAPSE, OR UNDERGROUND DAMAGE LIABILITY (1) SEE BELOW					
*D AUTOMOBILE LIABILITY OWNED AUTOMOBILES HIRED AUTOMOBILES NON-OWNED AUTOMOBILES (1) SEE BELOW					
*E RAILROAD PROTECTIVE LIABILITY (1) (2) SEE BELOW					
*F EXCESS/UMBRELLA LIABILITY (1) SEE BELOW					
G VALUABLE PAPERS and RECORDS	XXXXXXXXXXXXXXXX	XXXXXXXX	XXXXXXXX	POSSESSION	ALL OTHER
VALUABLE PAPERS and RECORDS					
H BLASTING (1) SEE BELOW					
I ** WORKERS' COMPENSATION				STATUTORY COVERAGES AND LIMITS	
J					

* State of Connecticut Is Named as Additional Insured.

** Compensation Commissioner's Certificate shall be supplied herewith by self-insured party.

Note: If Excess/Umbrella Liability Insurance is needed to meet the Agreement/Contract, etc. minimum requirements, complete Section F above.

Check _____ This Certificate is issued in accordance with the terms of:

- | | | |
|---|---|---|
| <input type="checkbox"/> Construction Contracts | <input type="checkbox"/> Lease Agreement Rights of Way | <input type="checkbox"/> Demolition Contracts |
| <input type="checkbox"/> Permit Work No. _____ | <input type="checkbox"/> Project No. _____ | <input type="checkbox"/> Agree No. _____ |
| <input type="checkbox"/> Engineering | <input type="checkbox"/> Other Specify & including all operations incidental thereto. | |

PARTY FOR NOTICE Bureau: Finance & Admin. Unit: 7072 Name: Barbara Wozniak

(1) It is agreed that the herein named Insurance Company will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against the State, unless requested to do so in writing by the State.

(2) It is agreed that the Insurance Company will bill premiums and audit charges earned under the protective liability policy(ies) to the above named insured; however, if named insured is different from the vendor, consultant, contractor or party of record, the vendor, consultant, contractor or party of record will be

CERTIFICATION

I _____, Town/City Clerk of the City of Bridgeport, an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 200__ by the governing body of the City of Bridgeport, in accordance with all of its documents of governance and management and the laws of the State of Connecticut and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: That the City of Bridgeport hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 200__.

Print Name:

Title: Town/City Clerk

**FIRST SUPPLEMENTAL
AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND THE
CITY OF BRIDGEPORT
FOR THE
BRIDGEPORT INTERMODAL TRANSPORTATION CENTER
COMMUTER PARKING GARAGE EXPANSION
State Project No. 15-0293**

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 200_, by and between the State of Connecticut, Department of Transportation, Emil H. Frankel, Acting Commissioner, acting herein by Albert A. Martin, Deputy Commissioner, duly authorized, hereinafter referred to as the STATE, and the City of Bridgeport, a public body or eligible private nonprofit or for profit corporation federally approved pursuant to the Transportation Equity Act for the 21st Century, as amended, having its principal place of business at 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the CITY (collectively, the "Parties").

WITNESSETH, THAT:

WHEREAS, the STATE and the City of Bridgeport have executed Agreement No. 3.12-01(04) dated August 30, 2005 for additional rail commuter parking spaces at the Bridgeport Intermodal Transportation Center, Commuter Parking Garage, hereinafter referred to as the "Facility"; and

WHEREAS, Special Act 03-1, entitled "an act concerning the authorization of Special Tax Obligation Bonds of the STATE for certain transportation purposes", appropriated Four Million Dollars (\$4,000,000) to expand rail station parking at the Bridgeport Intermodal Transportation Center; and

WHEREAS, the STATE has agreed to provide the City of Bridgeport additional funds not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the removal of the existing fence and installation of a new fence surrounding the surface parking area under Interstate 95; and

WHEREAS, the total amount of funds including the initial amount of Four Million Dollars (\$4,000,000) from the Special Tax Obligation bonds of the STATE and Five Million Three Hundred Thousand Dollars (\$5,300,000) in federal Grant Funds that the City of Bridgeport applied for from the Original Agreement and Two Hundred Fifty Thousand Dollars (\$250,000) for this First Supplemental Agreement, will be Nine Million Five Hundred Fifty Thousand Dollars (\$9,550,000).

WHEREAS, the CITY shall be responsible for administering the design and construction phases of the Project including the removal of the existing fence and the installation of a new fence; and

WHEREAS, the CITY agrees that the STATE shall take possession of the fence after its removal from the CITY to utilize elsewhere; and

WHEREAS, the STATE, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the City of Bridgeport providing for the distribution of Federal funds and State funds (if available) to enable the City of Bridgeport to purchase equipment solely for the hereinabove stated purpose, and in connection therewith, the Bureau Chief, given the authority to execute Express Findings by the Commissioner of Transportation, has made an Express Finding as is required by Section 13b-35 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the STATE and the Second Party agree as follows:

1. Article 8 of the Original Agreement is hereby amended to include paragraph (d) thereof:

8. (d) The CITY shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies requested by the STATE. By signing this agreement/contract, the CITY agrees that the STATE is authorized to contact the insurance provider(s) of the insurance policies required under this agreement/contract and obtain such policy(ies) directly. This provision shall survive the suspension, expiration, or termination of this agreement/contract.

In conjunction with the above, the CITY agrees to furnish to the STATE a Certificate of Insurance on the form(s) provided by the STATE, fully executed by an insurance company or companies satisfactory to the STATE, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The insurance company has a right and duty to defend the insured against any suit seeking damages (or under Worker's Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The insurance company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

2. Article 11 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

11. It is further understood and agreed by the parties hereto, that the CITY shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the STATE and the CITY, unless requested to do so by the STATE. If this Agreement is between the STATE and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the STATE and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

3. Article 18 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

18. Upon proper execution of this Agreement, make available to the CITY a grant not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) to be used in conjunction with Federal funds, that were applied for by the CITY, for the design and construction phases of the Project, which includes removal and installation of fencing. This grant of Two Hundred Fifty Thousand Dollars (\$250,000) is in addition to the Four Million Dollars (\$4,000,000) provided under Article 18 of the Original Agreement.

4. Article 29 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

29. That this Agreement shall be deemed executory only to the extent of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) and no liability on account thereof will be incurred by the STATE, beyond this amount for the purpose herein set forth unless parties hereto amend this Agreement in writing.

5. Article 33 of the Original Agreement is hereby deleted.

6. Article 35 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

35. That the CITY hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation, Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy which is attached hereto and made a part hereof.

7. If an officer, employee or appointing authority of the CITY takes or threatens to take any personnel action against any employee of the CITY in retaliation for such employee's disclosure of information to any employee of the STATE or quasi-public agency (if applicable) or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes section 4-61dd(a), the CITY shall be liable for a civil penalty of not more than Five Thousand Dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the STATE may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

The CITY shall post a notice of the provisions of this section in a conspicuous place, which is readily available for viewing by the employees of the CITY.

8. The Agreement itself is not an authorization for the CITY to provide goods or begin performance in any way. The CITY may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Contractor providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the CITY's own risk.

The STATE shall issue a purchase order against the Agreement directly to the CITY and to no other party.

9. That all terms of the Original Agreement not specifically amended or deleted herein, shall remain in full force and effect.

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Emil H. Frankel, Acting Commissioner

Name:

By: _____ (Seal)

Albert A. Martin
Deputy Commissioner

Name:

Date: _____

CITY OF BRIDGEPORT

Name:

By: _____ (Seal)

Bill Finch
Mayor

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35
OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, Albert A. Martin, Deputy Commissioner, under the authority granted me by Emil H. Frankel, Acting Commissioner of Transportation, State of Connecticut, intend to exercise the powers conferred by Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, and herewith make the Express Finding pursuant to the provisions of Section 13b-35 of the General Statutes of Connecticut, as revised, that:

Accordingly, I find that:

1) Rail passenger service operated between points within Connecticut, up to and including the New Haven, Waterbury, Danbury and New Canaan terminals and Grand Central Terminal in the State of New York, may be disrupted in whole or in part, or may not be operated in the manner required by the general welfare of the STATE, and

2) Such disruption or improper operation would have a detrimental effect on the general welfare of the STATE, and

3) The exercise of powers vested in the Commissioner of Transportation by Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, is essential to the continuation and improvement of necessary rail passenger transportation facilities and service operated between points in Connecticut and Grand Central Terminal in the State of New York.

Pursuant to said Express Finding, I intend to execute an Agreement between the State of Connecticut and the City of Bridgeport, such Agreement providing the maximum amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), in order to contribute funds toward the addition of two (2) parking levels to the Railroad Commuter Parking Garage and a pedestrian walkway between said Garage and the Intermodal Transportation Center in Bridgeport and removal of the existing fence and installing a fence.

Dated at Newington, Connecticut, this _____ day of _____, 200_

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Name: _____

Name: _____

Name: _____

Albert A. Martin
Deputy Commissioner



STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

92 FARMINGTON AVENUE

HARTFORD, CONNECTICUT, 06105

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

Agreement No. 8.28-07(07)

I HEREBY CERTIFY: that this agency is exempt pursuant to Section 12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of property or service(s): Design and construction of two (2) additional parking levels to the Railroad Commuter Parking Garage and a pedestrian walkway between said Garage and the Intermodal Transportation Center in Bridgeport and removal and installation of fencing.

Purchaser: **State of Connecticut**
Department of Transportation

_____ Title: **Deputy Commissioner**

Address: Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

Dated: _____, 200__

at: **2800 Berlin Turnpike, Newington, Connecticut 06131-7546**



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

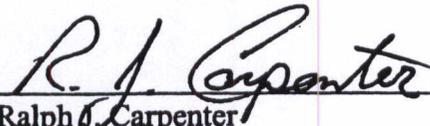
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH
Mayor

February 14, 2008

Ms. Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam City Clerk:

I am hereby requesting the following item be placed on City Council Agenda for Tuesday, February 19, 2008.

Mayor's update on negotiation concerning the Sale of Pleasure Beach .

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Bill Finch
Mayor

ATTEST
CITY CLERK

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08 FEB 14 PM 4:45

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Salvatore C. DePiano

ASSOCIATE CITY ATTORNEYS

John H. Barton
Gregory M. Conte
Melanie J. Howlett
Russell D. Liskov
Barbara Brazzel-Massarò
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

Christine Donahue Brown
Arthur C. Laske III
R. Christopher Meyer
Stephen J. Sedensky, Jr.

LEGAL ADMINISTRATOR
Kathleen Pacacha

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

February 14, 2008

City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604

Re: **EXECUTIVE SESSION** – Legal Status Report of Pending Litigation Between
Bridgeport Harbour Place I, LLC and the City of Bridgeport, et. al.

Dear Councilpersons:

I hereby respectfully request the opportunity to provide you with a legal status report regarding the above referenced litigation at your Tuesday February 19, 2008 meeting.

As this discussion with members of my staff and outside trial counsel (Attorneys Craig Raabe and/or Edward Heath of Robinson & Cole LLP) will involve legal strategy and tactics concerning a trial scheduled for next month, it will be conducted in Executive Session.

Thank you for your consideration.

Mark T. Anastasi


City Attorney

Cc: Fleeta C. Hudson
Thomas McCarthy, Council President
Adam Wood, Chief of Staff
Andrew Nunn, CAO
Craig Raabe, Esq.
Edward Heath, Esq.

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