



JOSEPH P. GANIM  
Mayor

*City of Bridgeport*  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

**City of Bridgeport**  
**Office of Planning and Economic Development**  
**999 Broad Street, Bridgeport, CT 06604**

September 20, 2021

City Clerk  
45 Lyon Terrace  
Bridgeport CT 06604

**Re: Resolution Authorizing a License to Bridgeport Music Festivals, LLC to  
Conduct a Music Festival in a Portion of Seaside Park for a Term of Years**

**Request for Referral to the Joint ECDE & Contracts Committee**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution proposes granting a license to Bridgeport Music Festivals, LLC to present a music festival in a portion of Seaside Park for September 2022 and for a term of years thereafter with the right to renew that has been approved by the Board of Parks Commissioners on August 10, 2021.

This item is proposed for referral to the Joint ECDE and Contracts Committee, which we request be convened at its next scheduled meeting.

Respectfully submitted,

Thomas F. Gill,  
Director, OPED

Cc: Ronald J. Pacacha, Esq., of Counsel to the City Attorney's Office  
Thomas Gaudett, Mayoral Aide

Encl. Proposed License Agreement

**RESOLUTION SEEKING APPROVAL OF A LICENSE  
ON CITY SEASIDE PARK PROPERTY TO STAGE MUSIC FESTIVAL EVENTS**

WHEREAS, the City has determined that, in order to revive the presentation of musical events at Seaside Park in the City of Bridgeport for the benefit and enjoyment of all of its citizens and the general public, it is necessary to provide for the competent promotion, financing and operation of such events;

WHEREAS, the City has determined that it is in its best interests to grant a license to an experienced private festival promoter for such musical events in a portion of Seaside Park (the “**Event Area**”);

WHEREAS, the Board of Parks Commissioners approved on August 10, 2021 (the “**Parks Approval**”) a proposal from a team of event promoters including Seaside Park Festivals, an affiliate of Harbor Yard Amphitheater, LLC, Founders Entertainment, and Live Nation, together to be known as Bridgeport Music Festivals, LLC (the “**Licensee**”), for the use of a portion of Seaside Park for the promotion of music events (each, an “**Event**”) to be known generally as the “Sound-on-the-Sound Festival” (the “**Festival**”) based upon the Licensee’s knowledge, experience and proven ability to present quality events through the operation of the Hartford Healthcare Amphitheater in Bridgeport, CT, Live Nation Connecticut’s presentation of musical events around the world, and Founders Entertainment’s presentation of the Governor’s Ball on Randall’s Island in New York City, on the terms and conditions of the license granted for each such Event, which Parks Approval is incorporated by reference as if fully set forth herein with full legal force and effect;

WHEREAS, the Parks Approval included the Licensee’s promotion and staging of an Event on Saturday, September 17, 2022 through Sunday, September 18, 2022 and a possible Event on Saturday September 24, 2022 through Sunday September 25, 2022 including early entry for setup and additional time for breakdown following each event (together, the “**2022 Events**”);

WHEREAS, the Parks Approval also included approval of the Licensee’s exclusive promotion and staging of future Events having estimated attendees in excess of 9,000 as part of the Festival for two (2) weekends in the month of September annually for the next ten (10) years (the “**Initial Term**”) with the Licensee having an option of electing two (2) five-year renewal periods (each a “**Renewal Term**”)(the Initial Term and the Renewal Terms shall collectively be known as the “**Term**”);

WHEREAS, the Licensee’s plan for staging each Event is generally described on **Exhibit A** of the proposed license agreement (the “**License Agreement**”) attached to and incorporated by reference, shall include the development of detailed plans for traffic and parking, communications, transportation of attendees, crowd control, food and vending including the incorporation of local vendors and any operating parks

concessionaire, and a safety plan which shall be set forth on **Exhibit B** of the License Agreement following meetings with City agencies and authorities such as the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport EOC, the Bridgeport Health Department, and the like (the “**Plan**”) and such Plan may be modified by mutual agreement of the parties in the future based upon experience in order to revise or enhance the Festival;

**WHEREAS** the proposed License Agreement provides the terms and conditions for the use of the Event Area including the consideration to be received by the City both in the form of monetary compensation, an annual charitable contribution to the Parks and Recreation Department in years when the Festival is held, posting of a performance bond and the like; and

**WHEREAS**, the parties believe that the License Agreement for the Festival will be financially beneficial to the City, will enhance the use of Seaside Park, and is in the best interests of the citizens of the City of Bridgeport.

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the license to use the Event Area in Seaside Park for the Term pursuant to the terms and conditions of the License Agreement is hereby approved; and

**FURTHER RESOLVED**, that the Mayor or the Director of the Office of Planning and Economic Development are each hereby authorized to enter into the License Agreement in substantially the form attached hereto, and are further authorized to take all other actions and do all other things necessary in furtherance of the purposes of and consistent with this resolution and in the best interests of the City of Bridgeport and its citizens.

## SOUND-ON-THE- SOUND MUSIC FESTIVAL LICENSE

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between **THE CITY OF BRIDGEPORT**, having an office located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter, the “**City**” or the “**Licensor**”) and **BRIDGEPORT MUSIC FESTIVALS, LLC**, a Connecticut limited liability company, having its principal place of business at 500 Broad Street, Bridgeport, Connecticut 06604 (the “**Licensee**”), acting by Howard S. Saffan, its duly-authorized member.

WHEREAS, the City has determined that, in order to revive the presentation of musical events at Seaside Park in the City of Bridgeport for the benefit and enjoyment of all of its citizens and the general public, it is necessary to provide for the competent promotion, financing and operation of such events;

WHEREAS, the City has determined that it is in its best interests to grant a license to a private party for the promotion of such musical events in Seaside Park for the benefit, convenience and enjoyment of all of its citizens and the general public;

WHEREAS, the City, through the Board of Parks Commissioners, has approved on August 10, 2021 the Licensee’s promotion of certain musical events (each, an “**Event**”) to be known generally as the “Sound-on-the-Sound Festival” (the “**Festival**”) based upon the Licensee’s ability to present quality events through its operation of the Hartford Healthcare Amphitheater in Bridgeport, CT and its relationship with Live Nation Connecticut and Founders Entertainment, the promoters of the Governor’s Ball in New York City, and agrees to abide by all of the terms and conditions of the license granted for each such Event (the “**Parks Approval**”), which Parks Approval is incorporated by reference as if fully set forth herein with full legal force and effect;

WHEREAS, the Board of Parks Commissioners has approved the Licensee’s promotion and staging of an Event on Saturday, September 24, 2022 through Sunday, September 25, 2022 and a possible Event on Saturday September 17, 2022 through Sunday September 18, 2022 (together, the “**2022 Events**”);

WHEREAS, the Board of Parks Commissioners has also approved the Licensee’s promotion and staging of future Events as part of the Festival for two (2) weekends in the month of September annually for the next ten (10) years (the “**Initial Term**”) with the option of electing two (2) five-year renewal periods (each a “**Renewal Term**” and together the “**Renewal Terms**”);

WHEREAS, the Licensee’s plan for staging each Event is generally described on **Exhibit A** attached hereto and incorporated by reference and such plan may be modified by mutual agreement of the parties in the future based upon experience in order to revise or enhance the Festival; and

WHEREAS, the City desires to permit the Licensee to present the Festival described herein during the Initial Term and the Renewal Terms and the Licensee agrees to promote and present such Festival on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the privileges hereinafter granted by the City and subject to final approval of this Agreement by the City Council, the parties mutually agree as follows:

All of the above recitals are incorporated into the body of this Agreement as if fully set forth in and with full legal effect.

**Definitions:**

**"Affiliate"** means a parent or subsidiary wholly owned by the Licensee that is disclosed to the City, agrees to abide by the terms and conditions of this License, and receives the prior written Consent of the City.

**"Approval"** means the same as Consent described below.

**"City"** means the City of Bridgeport, its City Council, the heads of its departments and agencies having jurisdiction over one or more aspects of this Agreement, the staging of the Festival and the Events described herein and the performance of the terms and conditions of this Agreement, including but not limited to the Board of Parks Commissioners and its properly-authorized agents, to the extent that they act in a manner consistent with the duties entrusted to them pursuant to state law, City of Bridgeport charter and ordinances.

**"Consent"** means that, whenever in this Agreement the Licensee is required by federal, state or local law, rule, regulation or ordinance to obtain or receive permission for, or whenever the State of Connecticut or the City has the right to approve any aspect of the events, including but not limited to, approval of food items, merchandise, rental equipment, accounting methods and procedures, insurance coverage, bonds, budgets, programs, or other aspects of the Licensee's activities, the use of Seaside Park or other City property, accountings and reports of its business activities and the like, the Licensee is required to seek the prior written approval of the appropriate party. The Licensee will seek any Consent required from the City from either (a) Thomas F. Gill, Director of the Office of Planning and Economic Development, or his designee in his absence (the **"City Representative"**), in consultation with the Superintendent of Parks as to each Event and Seaside Park operational matters, (b) Ronald J. Pacacha, Esq., Of Counsel to the City of Bridgeport, or the City Attorney or the Deputy City Attorney in his absence, as to legal matters, (c) the Mayor's press aide as to public relations and marketing matters, and (d) the Mayor or the Chief of Staff in his absence, on general matters as well as the approval of changes to the terms and conditions of this Agreement after its acceptance by the City Council. The City will promptly review any request for Consent and may withhold or delay its granting of Consent to all or any portion of the Licensee's request in the exercise of its prudent business judgment, reasonably exercised, or for reasons of public health, safety, or the welfare of the general public.

**"Event"** means the 2022 Events and all future Festival Events described herein to be presented during the Initial Term and any Renewal Term of this Agreement and the manner of presenting and staging every aspect of the Events as contained in the Plan Approved in advance by the City, including amendments to such Plan Approved by the granting of Consent and shall include the entry to the Park for set-up, the presentation of the Event, through the breakdown of the Event.

**"Event Area"** means the Approved area where the Events and related activities will take place within Seaside Park, including but not limited to, the bandshell, and other areas more specifically set forth in the Plan.

**"Licensee"** means Bridgeport Music Festivals, LLC, its officers, members, directors, owners, employees and agents of which Founders Entertainment, Live Nation and Seaside Park Festivals, an affiliate of Harbor Yard Amphitheater, LLC maintain an ownership interest, or an affiliate of the Licensee Approved by the City. Any change in the form of Licensee's ownership,

changes in the individual members owning ten (10%) percent or more of its capital stock or membership interests, or the assignment of the Licensee's rights, interests or responsibilities in this Agreement not specifically permitted herein, shall be subject to prior written Consent of the City which may not be unreasonably withheld in the exercise of its prudent business judgment so long as such assignee demonstrates that it has expertise in concert or festival promotion and accepts and assumes the Licensee's obligations in writing Approved by the City.

**"Parking Areas"** shall mean those areas described in the Plan that are within Seaside Park where the City has permitted or may permit, weather permitting, the parking of automobiles, together with such other areas outside the boundaries of Seaside Park as the Licensee can arrange by private agreement in order to provide adequate parking for each Event as further Approved by the Police Department when the matter is within the jurisdiction of the Police Department, and by the Director of the Office of Planning and Economic Development in consultation with the Parks Superintendent, such parking plan to be set forth in **Exhibit B**.

**"Plan"** means the detailed business plan for the presentation of the Festival and generally for each Event as more particularly described herein as **Exhibit B** and includes, but is not limited to, a Traffic and Parking Plan, a Communication Plan, a Transportation Plan, a Crowd Control Plan, a Food and Vending Plan, a Safety Plan, and the like, one or more of which may be combined for clarity and efficiency and includes any material amendments thereto as to which City Consent has been granted, unless the matter falls within the jurisdiction of another agency or authority having jurisdiction of a particular aspect of an Event. Minor changes to the Plan only require disclosure to and approval of the City Representative. Copies of the approved Plan for the Festival are not attached hereto but are being retained by the Office of the City Attorney because they contain confidential business information protected from disclosure under the Connecticut Freedom of Information Act ("**Confidential Information**"). Such Plan has been freely disclosed to and shared with the Board of Parks Commissioners, the City Representative, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, and other agencies and authorities having jurisdiction.

**"Seaside Park" or the "Park"** means the park boundaries and areas defined as Seaside Park in the Master Plan of the City, and the City of Bridgeport Zoning Map (1996 revision), which plan and map are incorporated by reference as if set forth herein.

I. **License to Promote and Stage Festival Events.** The City hereby grants to the Licensee a personal, exclusive license to stage concerts and festivals having more than 9,000 attendees ("**Exclusivity**") (a) to promote and stage the Festival and each Event in the Park during the Initial Term and each Renewal Term (defined below), (b) to serve food, beer, wine, liquor and cannabis, but only if legalized in the State of Connecticut and sold in accordance with State of Connecticut law, as described in the Plan for each of the Events, and (c) to enter the Park to set-up and present an Event, and break-down after such Event as set forth herein initially for the 2022 Events in the Plan; provided, however, that the Licensee shall make reasonable efforts to incorporate any City concession licensee in Seaside Park holding a concession right at least ninety (90) days prior to an Event into its food concession operations for each Event, on terms and conditions offered by the Licensee (collectively, the "**License**"). In the event that the Licensee fails to perform its material obligations hereunder, which failure results in a default in its obligations, and such default continues beyond any applicable grace or cure period provided herein, the City reserves the right to terminate this License in its sole and absolute discretion.

2. **Local Vendor Participation; Restrictions on Vending By Others During Events; Event Schedule; Outreach to Local Community Groups.**

(a) The Licensee agrees to use best efforts to reach out to local vendors, restaurants, breweries and the like to incorporate them into the Licensee's food and beverage program.

(b) The Licensee understands that existing ordinances permit other vendors to obtain permits to vend merchandise in the City. The City reserves the right to continue to grant such permits to vendors, but agrees to refrain from issuing vending permits to others during Events that take place during the Initial Term or any Renewal Term of this Agreement within the Park except as provided herein. City ordinances regulate vending near any entrance to Seaside Park.

(c) In order for proper scheduling of the 2022 Events and other activities in the Park to occur, the Licensee requires the following inclusive dates to allow for set-up, lock-down of the fenced performance area, turnover of control to Park roads and parking areas, staging of the Events, break-down and clean-up, and final Park restoration, which inclusive dates will be adjusted for future Events according to the then-current calendar:

**2022 Events:**

**Event 1** Saturday, September 17 11:00 a.m. to 12:00 midnight and Sunday, September 18 11:00 a.m. through 11:00 p.m.

Entry for set-up: Monday, September 12, 7:00 a.m.

Breakdown: Monday, September 19 8:00 a.m. through Friday, September 23 8:00 a.m.

**Event 2** Saturday, September 24 11:00 a.m. to 12:00 midnight and Sunday, September 25 11:00 a.m. to 11:00 p.m.

Entry for set-up: Monday, September 19 8:00 a.m.

Breakdown: Monday, September 26 8:00 a.m. through Friday, September 30 8:00 a.m.

These dates and times may change based upon the calendar in the then-current year.

The entire Park except for the Event Area will remain open and accessible to Bridgeport residents during the Event and the Event Area will reopen to residents at the end of the Event.

In the event that the Licensee desires to change these dates due to weather conditions or for other reasons constituting Force Majeure as described herein, the Licensee must request such changes in writing, which may include email communication, in order to obtain City Consent. The City may grant such changes in dates, in its sole and absolute discretion, so long as such changes do not unreasonably interfere with events booked by the City or other organizations on such other dates, provided, however, that such requested date changes will not create hardship, inconvenience or additional expense to the City not covered by the Licensee, or pose a threat or danger to the public health, safety and welfare of the general public. Should the request for such changes need to be made, the City recognizes that **TIME IS OF THE ESSENCE** and shall endeavor to grant or deny its Consent within 24 hours of receipt of such written request in the exercise of its prudent business judgment, reasonably exercised.

(d) The duration of the presentation of an Event on the days of actual musical performances shall be as follows:

Saturday, 11:00 a.m. through 12:00 midnight; and  
Sunday, 11:00 a.m. through 11:00 p.m.

(e) The dates specified in this Section 2 shall only apply to the 2022 Events. The Event schedule for future years of the Initial Term and any Renewal Term shall follow the same

general timeline, but shall be determined with particularity in future years based upon the then-current calendar and subject to approval of the City Representative.

(f) The Licensee agrees to contact City Council members and community groups especially in the South End to cooperate in creating or supporting volunteer efforts to further the causes that are identified as important to the community in connection with the presentation of each Event during the Initial Term and each Renewal Term.

**3. Licensee to Assume All Risks Related to the Events; Obligation to Restore.** The Licensee, by acceptance of this License, accepts and assumes all responsibility and all risks of operation directly or indirectly related to Licensee's production of the Event and to its obligations under this Agreement, and agrees to provide, at its sole cost and expense, all necessary supervision, labor, appliances and equipment necessary for the same and efficient conduct of its activities on City property or activities conducted on private property related to the Event; provided, however, that the Licensor shall be responsible for accepting and discharging gray and black water in City sewer per code, and shall be responsible for providing potable water to Event participants and vendors for purposes of human consumption and sanitation. Notwithstanding anything to the contrary, Licensee is not responsible for any risks or damages to the extent caused by the Licensor or its employees, representatives agents or contractors. Except as may be expressly set forth herein, the Licensee shall remove all equipment, appliances, personal property, and miscellaneous items of every kind and nature from the Event Areas and Parking Areas immediately at the conclusion of the Event and shall complete the same prior to the expiration or other termination of this License and, with the exception of what constitutes normal wear and tear during fair weather conditions as determined by the Parks Supervisor, shall immediately repair any damage and restore the Event Areas and the Parking Areas no later than fifteen (15) days following the Event to the condition of such areas existing on the date prior to the Licensee's entry upon the grounds of the Park for the Event. Any of such materials which shall remain in the Park in violation of the above requirement shall be deemed abandoned and may be removed by the City at the Licensee's sole cost and expense and without any liability to the City for any loss or damage to such property. Any such costs and expenses shall be deducted from the Performance Bond (described below) that the Licensee provides to the Licensor in connection with each Event.

#### **4. Term of License; Annual Submission of Plan.**

(a) This License as it pertains to the Festival shall be for an initial period of ten (10) years (the "**Initial Term**") with the Licensee having the option to renew for two (2) additional, separate five (5) year terms (each a "**Renewal Term**") (the Initial Term and any Renewal Term being collectively referred to herein as the "**Term**"), each such respective Renewal Term to be exercised by the Licensee upon written notice to the City received no later than one hundred eighty (180) days prior to the expiration of the then-current Term.

(b) The Licensee shall submit its Plan for a particular year's Events to the City Representative no later than January 30 and if such Plan differs materially from Exhibit B attached hereto, shall be submitted to the Board of Parks Commissioners for review and Approval.

**5. License Fee; Timely Payment; Late Charges and Interest; Reimbursement For Cost of City Employees; Contribution to Benefit Bridgeport Parks; Discounted Tickets For City Residents; Right to Audit.**

(a) For each year in which the Event is actually held, the fee payable for this License hereunder shall consist of five (5.0%) percent of the gross ticketing revenues received by the Licensee for each Event per year during the Term with a minimum guarantee of One Hundred Thousand \$100,000.00 Dollars per year (the "**Guaranty Amount**") (the "**License Fee**"), one-fifth (20%) of such License Fee being submitted to the Department of Parks and Recreation, together



with all direct costs incurred by the City at the request of the Licensee in connection with a particular Event for the involvement of employees of the City and the Department of Parks and Recreation required or desired with the respect to the operation or observation of the Event, including but not limited Park Department police or regular City Police, etc. (collectively, the "**Event Expenses**"). The License Fee shall be paid promptly on or before July 1 in each year during the Term at the Department of Parks and Recreation, City of Bridgeport, 7 Trumbull Road, Trumbull, Connecticut 06611. All Event Expenses and the License Fee shall be paid at the same address within thirty (30) days after receipt of the City's invoice. The Parks Supervisor will make a determination immediately before an Event, based upon weather conditions and ground conditions whether, and to what extent, any Parking Areas shall be made available to the Licensee, which determination shall be made using his/her sole and absolute discretion. The Plan shall include alternative Parking Areas in the event one or more Parking Areas in the Park are unavailable as a result of the determination by the Parks Supervisor. The License Fee and any other charges that may become due from the Licensee hereunder shall be paid no later than the date on which they are due pursuant to this Agreement, **TIME BEING OF THE ESSENCE**. All monetary obligations and other charges that remain unpaid for more than fifteen (15) days after they are due shall accrue interest at the rate of one and one-half percent (1.50 %) per month on the unpaid amount until fully paid. At the City's sole and absolute discretion, any monetary obligations may be charged against the Performance Bond, but in no event does the Licensee have discretion to pay amounts otherwise due the City hereunder by directing the City to deduct such amounts from the Performance Bond, the Performance Bond being in the nature of security to ensure the Licensee's performance of its obligations hereunder.

(b) The Licensee voluntarily agrees to make a Fifty thousand (\$50,000.00) charitable donation annually during the Term, provided that the Festival is held in such year, to benefit Bridgeport Parks to demonstrate its good faith and appreciation for the right to stage the Festival.

(c) The Licensee agrees to sell a limited number of discount Event tickets to Bridgeport non-profit organizations and Bridgeport residents having valid photo identification when purchased ninety (90) days in advance of an Event, the proceeds from which sales shall not be included in gross ticketing revenues for purposes of calculating the License Fee.

(d) The City shall have the right to audit the Licensee's calculation of gross ticketing receipts for each Event at the City's sole cost an expense. If the City's audit finds that the gross receipts have been underreported by more than five (5.0%) percent, the City shall have the right to receive the difference in the License Fee paid versus the correct amount due and the right to be reimbursed for its audit costs, including reasonable attorneys' fees.

**6. Performance Bond.** Licensee shall provide the following performance bond:

(a) Licensee's Performance of Agreement. The Licensee shall guaranty the performance of its obligations under this Agreement by providing a \$100,000.00 performance bond no later than July 1 of each year during the Initial Term or any Renewal Term, which bond shall be held by and under the City's sole and exclusive control until such time as the City is satisfied that all of the Licensee's obligations hereunder have been performed or may accept other cash equivalent reasonably acceptable to the City (the "**Performance Bond**"). The Licensee and the City agree that the City in its sole discretion has the right to offset any monetary obligation or other charge due from the Licensee as a result of the Licensee's obligations under this Agreement from the amount of such Performance Bond upon written notice to the Licensee with the right to pay such monetary obligation within ten (10) days of receipt of such notice and the Licensee's failure to make such payment within such 10-day period. The Licensee has no right to instruct the City to deduct from the Performance Bond any amounts owed by the Licensee. Upon the City's satisfaction that the Licensee has met all of the terms and conditions of this Agreement related to an Event, the balance of such Performance Bond shall be promptly discharged or the balance of any other cash equivalent shall be returned to the Licensee within thirty (30) days after the City's determination of the Licensee's compliance with the terms and conditions of the Agreement.

**7. Indemnification.** The Licensee hereby indemnifies, will hold harmless and defend the City from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the City to the extent alleging negligence or other misconduct on the part of the Licensee in connection with the Licensee's activities under this Agreement or in any other way related to or arising out of the Licensee's actions or negligent omission in the promotion and staging of the Festival. The Licensor hereby indemnifies, will hold harmless and defend the Licensee from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the Licensee to the extent alleging negligence or other misconduct on the part of the City or its employees, representatives, agents, or contractors in connection with this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

**8. Prohibition Against Security Interests, Liens, Encumbrances.** The Licensee shall not give, grant, or allow the placement of a security interest or lien upon its equipment, income, accounts receivable or contracts, except for purchase money security interests for equipment used to operate or support the staging of Events, nor shall the Licensee allow any lien, charge, judgment or encumbrance to be placed upon City real property for any reason, including but not limited to, mechanic's and materialmen's liens. In the event that any lien is threatened or placed against the City's property, the Licensee shall take steps to immediately remove such lien by payment or other satisfaction of such lien or by substitution of a bond or other surety for the benefit of the City to ensure removal of such lien within thirty (30) days of the filing thereof against City property. With respect to all of Licensee's vendors, mechanics and materialmen involved in the presentation of the Event and related activities in the Park, the Licensee shall pay all vendors, mechanics and materialmen the amounts they are lawfully owed promptly and shall ensure such payment to the satisfaction of the City and give evidence that all such parties have been paid and have waived their respective lien rights.

**9. Agreement Not a Joint Venture.** Notwithstanding anything contained in this Agreement to the contrary, (a) the Licensee has no legal right to occupy or possess the Park or the Event Area as a tenant or in any other capacity but has rights strictly limited to that of a non-exclusive licensee of the City's property and (b) the arrangement represented by this Agreement shall not constitute a joint venture or make the City responsible for any of the liabilities, costs or expenses of the Events except for those obligations or expenses for which the City has specifically accepted responsibility for herein. The Licensee shall not indicate, imply or infer in any of its publications or advertisement of the Events that the City is a partner, producer, joint venturer, or sponsor of the Event, and the Licensee shall indemnify, hold harmless and defend the City, pursuant to Paragraph 7 hereof, from and against any loss or claim that may result from the Licensee's improper reference to the nature of the City's involvement with the Event. This provision shall survive the expiration or earlier termination of this Agreement.

**10. Licensee Accepts Physical Conditions and Limitations of the Park; Waiver of Liability for Defects.** The Licensee is obligated to meet various City officials having jurisdiction of aspects of the staging and presentation of the Event and has been afforded the opportunity to meet with numerous City officials or employees, including department and agency heads and other employees, has examined and will prior to each Event examine the then-current physical conditions and prevailing limitations of the Park, is aware or make itself aware prior to each Event of other public uses and activities in the Park, and is further aware or will make itself aware as to each Event that the Licensee may need to make a determination of what necessary consents and approvals of governmental agencies and authorities having jurisdiction over the Park for the activities contemplated by the Licensee in connection with the Event are required. Having conducted such investigations or conducting such investigations before an Event that the Licensee has deemed necessary to its full satisfaction, the Licensee hereby acknowledges or will acknowledge before each Event that it has determined that the Park is suitable for the Event and that it has not relied upon any oral or written statements of City officials in arriving at such determination. If the Licensee intends to improve the Event Areas at the Licensee's sole cost and

expense, it understands that it shall obtain all necessary Consents to undertake such activities that have not been disclosed in its Plan prior to commencement thereof. The Licensee hereby expressly waives any and all claims for compensation for any and all loss, claim, damage or expense sustained directly or indirectly by reason of any defect, deficiency or impairment of the Park or the Event Areas, including but not limited to, damage to any of the Licensee's improvements, equipment, fixtures, appurtenances, plumbing or electrical apparatus or wires furnished for the Event or by reason of any loss of any gas supply, water supply, heat or electrical current which may occur from time to time from any cause and waives any loss, claim, damage or expense resulting from fire, water, weather, explosion, civil commotion or riot, and the like, and hereby further expressly waives and discharges the City, its officers, elected officials, employees and agents from and against any and all loss, claim, damage or expense arising from any of the aforesaid causes. This provision shall survive the expiration or earlier termination of this Agreement.

11. **Utilities.** The City shall make available to the Licensee all utilities that now exist in Seaside Park so long as the Licensee bears any costs for extending utilities to the Event Area, including, but not limited to, utilities in the Band Shell, and the Licensee will be responsible for the costs of all metered utilities during the Event and for supplementing or extending such utilities at its sole cost and expense to the Event Area to meet its specific needs.

12. **Insurance Requirements.** The Licensee must provide the following insurance coverage, which shall be purchased and maintained at the Licensee's sole cost and expense. It is understood that the Licensee will require similar coverage, as appropriate, from every subcontractor or other person or entity hired by the Licensee and responsible for the performance of any part of an Event or any part of this Agreement. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of an Event without interruption the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A or better, or otherwise acceptable to the City. The Licensee will not enter upon City property or commence any Event preparations until evidence of the required insurance in the form required is submitted to and approved by the Office of the City Attorney.

**Comprehensive General Liability** (occurrence form) naming the City as an additional insured **by policy endorsement** and insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, products and completed operations, broad form property damage and personal injury, political risk, care, custody and control, with minimum limitations of \$1,000,000 for each occurrence or \$10,000,000 in the aggregate with a combined single limit for bodily injury, personal injury and property damage. Such coverage shall also include Host Liquor coverage. In the event that the City determines, based upon its review of the Licensee's Plan for a particular Event that the exposures and risks are not sufficiently covered by the aggregate \$10,000,000 limit, in the exercise of the City's prudent business judgment, the Licensee shall increase such aggregate limit that the City specifies in writing, with the additional premium cost being deducted from the License Fee. The Licensee shall inform the City in writing prior to the execution of this Agreement of any unusual endorsements, deductibles or unusual policy provisions that may be part of the insurance contract(s).

**Builder's "All-Risk"** from any party undertaking building or construction activities naming as co-insureds the Licensee, the City, and every person otherwise connected with such work, as their interests may appear. Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

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

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

**Property Damage** insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or buildings, structures or improvements, including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, the Licensee, its subcontractors and parties having an interest therein. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. The Licensee and its subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the Park but which are not intended to become part of the temporary construction requirements, structures, buildings or improvements.

**Host Liquor Liability** insuring against loss, damage or injury resulting from the dispensing of alcoholic beverages.

**General requirements.** All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal **by policy endorsement** to be given to the City at: Director, Office of Planning and Economic Development, City of Bridgeport, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25-S form with original authorization or execution by the insurer or a properly-authorized agent or representative reflecting all coverage required.

Additional insured—The Licensee and its subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon the execution of this Agreement and thereafter upon request evidence of the continued existence of such insurance coverages in the form required. Such certificates shall designate the City in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, successors and assigns ATIMA  
Attention: Director, Office of Planning and Economic Development  
City Hall Annex  
999 Broad Street  
Bridgeport, Connecticut 06604

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

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

All policies, endorsements, certificates and other evidence of insurance shall be subject to the prior review and satisfaction of the Office of the City Attorney.

Licensee further agrees to require its contractors and vendors to produce evidence of insurance protecting the interests of the Licensor in the same manner as required herein regarding the Licensee those insurance coverages and limits set forth and described as the Governors Ball Music Festival 2021 Independent Contractor Insurance Requirements attached as **Exhibit C** hereto and made a part hereof.

**13. Responsibilities For Event Security and Traffic Control.** The Licensee is responsible for all Event security within the Park and shall provide such security at its sole cost and expense. At the request of the Licensee or at the direction of the City as traffic conditions, crowd numbers or other health, safety and welfare concerns dictate, the City shall provide sufficient police personnel outside the Park for traffic control, if and to the extent Police personnel are available through the Police Department Outside Overtime Office, or in the absence of City police officers, the Licensee shall provide additional private security services. All such Event security and traffic control expenses shall be at the Licensee's sole cost and expense to meet such concerns, and the Licensee shall be responsible for prompt payment of all such services upon the receipt of invoices therefor.

**14. Responsibilities For Clean-up and Restoration of the Park.** The Licensee shall be solely responsible for the pick-up and disposal of all trash, debris, equipment, furniture and other items remaining as a result of the Events from the Park immediately before, during and after each Event at the Licensee's sole cost and expense. The Licensor shall clean the Event Area prior to each Event and shall remove all trash, debris, equipment, furniture and other items at its sole cost and expense. Other items identified by the Parks Superintendent as being related to an Event shall be removed at the Licensee's expense. The Licensee shall be responsible for physical damage done to the Park by the Licensee, its agents, representatives, employees, subcontractors, servants and spectators in connection with the Events and related activities and shall restore the Park to the condition in which it existed prior to the Licensee's entry into the Park for an Event.

**15. Responsibility For Comfort Stations.** The Licensee is solely responsible for meeting all health requirements established by law and the City's Health Department, including but not limited to the provision of the required number of comfort stations, baby-changing and feeding stations or areas, handicap facilities and similar public accommodations for the duration of each Event.

**16. Security Fencing; Removal; Aesthetics.** The Licensee is responsible for erecting, maintaining, and removing an appropriate security fence or fences to be Approved by the City as shown on the Plan that will define the spectator, stage and back-stage portions, vending area(s), and the like, and each Event Area for purposes of crowd control, security, and safety, which fences shall be provided with sufficient and appropriate openings for controlled ingress and egress by spectators in accordance with the requirements of City departments and agencies having jurisdiction. Use of the Park will remain open to the public until the Event Area is locked down for security purposes. Such fencing may be erected no earlier than the commencement date and time of the Event and must be removed promptly after the Event so that the Event Area can be re-opened to the public. Notwithstanding anything contained in this paragraph to the contrary, such fencing shall not be chain link and must be appropriate to a high-end festival such as by wrapping or other aesthetic treatment that enhances the beauty of the Park and the Event.

**17. Licensee Responsible For Presentation of Event.** The Licensee is responsible for the promotion, staging and presentation of the Event at its sole cost and expense.

**18. Health and Safety Inspections.** The Licensee, its employees, agents, subcontractors and servants are responsible for compliance with all health and safety laws, rules and regulations of governmental agencies and authorities having jurisdiction, except pertaining to the City's making available potable water and its acceptance and disposal of gray and black water at the Licensee's sole cost and expense.

**19. Licensee Responsible For Obtaining All Permits and Approvals.** In connection with the presentation of each Event and the use of the Park, the Licensee is responsible for obtaining at its sole cost and expense all permits and approvals that may be required by federal, state and local governmental agencies and authorities having jurisdiction over the Park and any activities that may be undertaken in connection with the Event, including, without being limited to, the approval of the Board of Parks Commissioners, the Planning and Zoning Commission, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, the Bridgeport Parks Department and the Office of the Mayor as to the sale of alcoholic beverages and/or cannabis if legalized in the State of Connecticut in conformance with City ordinances, State law, and the like.

**20. Responsibility For Advertising and Promotion.** The Licensee is responsible for all advertising and promotional activities related to publicizing the Event at its sole cost and expense.

**21. Responsibility For Media Relations.** Licensee is responsible for communications with all media persons and responding to their requests. It will also be responsible for arranging and coordinating all media interviews and other press relations. The City will have no direct responsibility for media relations, but the Licensee and the City will endeavor to work closely and cooperatively with the Licensee to coordinate press releases, make announcements and disseminate other information promoting the Festival and all Events.

**22. Responsibility For Performer/Dignitary Hospitality.** The Licensee shall be responsible for providing comfortable surroundings, appropriate seating and other hospitality for performers, talent and dignitaries who may attend an Event.

**23. Licensee Required to Submit a Detailed Plan for the Festival and each Event; City's Right to Request Modifications.** The Licensee shall plan, develop, implement and supervise each Event. The final approved Plan for Events is generally shown on **Exhibit B** but may be modified in non-material ways for a particular Event with the consent of the City Representative in consultation with the Parks Superintendent and shall include a map of the Park, the Event Area and any surrounding areas to be utilized for the presentation and support of the Event including the Parking Areas. The Licensee shall notify the City of any proposed substitutions or material changes for which the Licensee seeks Consent. Material changes to

such Plan, or any portion thereof, shall be submitted promptly to the City in advance for approval. Should the Licensee need to request such changes, the City shall endeavor to grant or deny its Consent in a reasonably timely manner with the understanding that such request may require the consent of the Board of Parks Commissioners and any other agencies or authorities having jurisdiction.

**24. Promotional Materials; Advertising.** All logos, banners, press releases, advertising and other means of publicizing the Events, or methods of giving credit to corporate or other sponsors of the Event must be submitted to the City for review in advance of publication to the Mayor's press aide. Such material may not contain any inappropriate material or statements in violation of law, a Governor's executive order, court or agency ruling, or this Agreement. Each Event shall be required to observe health and safety protocols mandated or recommended by departments or agencies having jurisdiction, shall be non-smoking events, and shall not promote the use of regulated substances like marijuana whether permitted by prescription or recreational.

**25. Designation of Representatives to Coordinate Activities.** The Licensee's direct representative is Howard S. Saffan or his designee (the "**Licensee Representative**"). The City's day-to-day representative for the particular arrangements for the Events is Thomas F. Gill, Director of Planning and Economic Development or his designee (the "**City Representative**") in consultation with the Parks Superintendent. No later than July 1 of each year, each party will designate in writing to the other party any other on-site representatives who shall be responsible and his/her area of responsibility for proper and efficient communications regarding preparations for an Event.

**26. Events of Default.** The Licensee's performance of its obligations under this Agreement shall be evaluated based upon the following criteria: Licensee's overall performance of its obligations under this Agreement; the nature, quantity and quality of any violations or defaults committed by or occurring while the Licensee stages the Event; the economic and social benefits of the Licensee's activities to the general public; and the nature, frequency and quality of problems and disputes initiated by either party during the Term of the License. In the case of monetary defaults, the Licensee shall have ten (10) business days to pay the amount(s) due without notice from the City being required. Unless otherwise specified herein, in the case of non-monetary defaults that occur prior to the commencement of an Event, the Licensee shall have a period of ten (10) days to cure such default where the Licensee is aware of such default, or after written notice from the City in the case where the City has received information that a default has occurred but the Licensee is not yet aware of such default. Licensee shall cure any material default that occurs during an Event within two (2) hours of the occurrence thereof or immediately in the case of an emergency situation or one which involves the health, safety and welfare of the general public. The Licensee shall also be in default if any of the following events occur and continue beyond any applicable grace or cure period provided herein or under applicable law:

- (a) If Licensee violates any material term of this Agreement, or violates other terms of this Agreement in a consistent or repetitive manner with or without notice from the City in such a way that such conduct amounts to bad faith by the Licensee.
- (b) If the Licensee fails to pay the License Fee or any other amounts due hereunder within the time specified for their payment.
- (c) If the Licensee shall become bankrupt or insolvent, or files any debtor protection proceedings, in any court pursuant to any statute of the United States, or files or has filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts. and if any of the aforesaid are not vacated, dismissed or cancelled within sixty (60) days of the date any such event occurs.

- (d) If the Licensee abandons the Event or the Event Areas, or any one of them, or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of the Licensee's material obligations hereunder.

If any such material default occurs and continues beyond any applicable grace or cure period, the City, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to re-enter the Event Area, and may remove all persons and property of the Licensee from City property and store any such property in a City or public warehouse or elsewhere at the cost and expense of the Licensee, all without the need to resort to legal process and without being deemed to have committed a trespass upon the Licensee or its property or becoming liable for any loss or damage which may be occasioned by the removal and storage of such property. If the City elects to re-enter the Event Area, it may elect to terminate this Agreement upon written notice to the Licensee. In the event of termination of the Agreement by the City, the Licensee shall be responsible for the payment of all sums due hereunder, including but not limited to the remaining License Fee for the current term of the Agreement, as if the same had not been terminated, on the basis of the Guaranty Amount, and further including the costs of repairs and alterations necessary to restore the Park or to make the Park suitable for a new licensee. This provision shall survive the termination or early expiration of this Agreement.

## 27. Miscellaneous Provisions.

(a) **Prohibition Against Assignment of Rights and Obligations.** Except for the Licensee's assignment of this License to an Affiliate, the Licensee shall not assign or in any manner transfer this Agreement, or its rights or obligations hereunder, or any estate, interest or benefit herein contained, or sublet to, or permit the use of the Park by, anyone other than the Licensee, its performers, vendors, employees, agents and concessionaires as contemplated by this Agreement, without the prior written Consent of the City, which shall not be unreasonably withheld.

(b) **Time of the Essence.** All time periods and dates for the commencement or completion of any action on the part of the Licensee to be performed shall be deemed to be "**TIME OF THE ESSENCE**" and no waiver by the City of any of the time periods and dates set forth herein at any one time shall constitute a continuing waiver of performance in the future.

(c) **Resolution of Disputes.** Any dispute concerning this Agreement or the interpretation thereof set forth in written notice to the other parties hereto, and shall be resolved by informal mediation and if such dispute cannot be resolved by mediation or a party believes that mediation would not resolve the dispute, such party may submit the matter to a court located in Fairfield County having jurisdiction over the parties.

(d) **Notices.** All notices required or desired to be given hereunder shall be sent by first-class mail, certified, return receipt requested, addressed to the parties as follows:

If to the City:

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

Director,  
Office of Planning and Economic Development  
City Hall Annex  
999 Broad Street



Bridgeport, Connecticut 06604

City Attorney  
Office of the City Attorney  
City Hall Annex  
999 Broad Street  
Bridgeport, Connecticut 06604

If to the Licensee:

Bridgeport Music Festivals, LLC  
500 Broad Street  
Bridgeport, CT 06604

With a copy to:

Howard S. Saffan  
9 Squires Lane  
Weston, CT 06883

(f) **Signs and Advertising.** Licensee shall not permit, erect or install, maintain, paint or display in the Park any sign, lettering, placard, decoration, advertising media or advertising material of any kind whatsoever without the Consent of the City. All permitted signs must conform to the requirements of the zoning regulations of the City of Bridgeport. If the Licensee intends to use any different type or size of sign that differs significantly from those signs that the City has previously given its consent to, the Licensee shall submit such sign graphics to the City and the City shall promptly decide to give or withhold its Consent.

(g) **Force Majeure.** The Licensee shall not be in default of this Agreement if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe unseasonable weather, natural disasters, pandemic, COVID-19 or other public health order, directive or mandate from a public office or authority having jurisdiction, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent Licensee's ability to perform its obligations under this Agreement, or actions by other persons beyond the exclusive control of the Licensee. If the Licensee believes that a hindrance or delay has occurred, it shall give prompt written notice to the City of the nature of such hindrance or delay, stating the effect of such delay upon the Licensee's performance under this Agreement, the action needed that the Licensee will take in order to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on the Licensee's performance.

(h) **Safety of Persons Lawfully on City Property.** The Licensee shall conduct its activities upon City property so as not to endanger any person lawfully thereon.

(i) **Severability of Provisions.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and the remainder of the Agreement shall be fully enforceable. In the event that this Agreement would be unwieldy, difficult to perform, or ambiguous in its operation or interpretation in the absence of the invalid or unenforceable term, any party may petition such court in the context of any lawsuit over the enforceability of such term for relief.

(j) **Entire Agreement.** This Agreement may be executed in duplicate originals, all of which when fully executed shall constitute but one and the same agreement.

(k) **Further Assurances.** Each party hereby shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such party as the other party may reasonably request to further and effectuate the intent of this Agreement.

(l) **Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

(m) **Nondiscrimination.** The Licensee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(n) **Captions.** The captions to paragraphs contained in this Agreement are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(o) **Licensee's Authority.** Licensee represents and warrants to the City that the Licensee has the full right, power and authority to enter into this Agreement and that the person(s) executing this Agreement have each been duly authorized to execute the same on the Licensee's behalf.

(p) **Right of Entry.** The City shall have the right at all times hereunder to enter upon the Event Areas for inspection purposes, to determine the Licensee's compliance with this Agreement, and for all other lawful purposes.

(q) **Limitations on Advice or Assistance From City Officials, Department Heads and Employees.** The City shall have no liability for any advice or assistance provided by any City official, department head, employee or agent regarding the promotion, preparation or conduct of an Event, except for those City representatives responsible for making determinations regarding public health and safety. Any such advice or assistance that may be given is provided without charge or obligation, and is not a service that the City is required to provide under this License. No City representative has authority to incur any costs or charges to third persons on behalf of either the Licensee or the City in connection with this License or any Event. No contract

may be made, or goods or services purchased, by any person acting on behalf of the City without express Approval of the City purchasing ordinance. If the City provides the names of persons or companies that provide any goods or services, such information does not constitute a representation or warranty by the City that any such goods or services provided by such persons will be satisfactory to the Licensee.

(r) **Remedies Cumulative.** The City's failure to insist on the strict performance of every term, condition or provision of this Agreement shall not be considered a waiver of such breach or default or a waiver of any subsequent breach or default of the Licensee's obligations hereunder. Remedies herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the City may be entitled. Acceptance by the City of payment of any fee or charge due hereunder with knowledge of a breach of any term or condition hereof shall not be deemed a waiver of any such breach and no waiver by the City of any provision hereof shall be implied thereby.

(s) **Authority of the Licensee.** The authority of the Licensee to enter into this Agreement shall be evidenced by an original resolution of action of its Board of Directors or governing body certified by the secretary of the Licensee, together with an original incumbency certificate of the secretary certifying that the officer executing this Agreement has been duly-authorized to do so.

**IN WITNESS WHEREOF**, the parties have set forth their hands and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BRIDGEPORT MUSIC FESTIVALS, LLC**

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

Howard S. Saffan  
Managing Member  
duly-authorized

**CITY OF BRIDGEPORT**

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

## Exhibit A

### Description of Festival

The Sound on Sound Music Festival will be a two day music & arts festival featuring 20+ live music acts across two or more performance stages. Complimenting the musical acts will be food and beverage vendors, sponsorship activations, art installations, VIP areas, and more. What makes this festival different from the many others around the country is the carefully curated artist lineup and overall experience, which caters to an older and more mature audience (as compared to many of the larger festivals around the country). Illustrative talent examples are Stevie Nicks, Gary Clark Jr, James Taylor, John Fogerty, Santana, Leon Bridges, Eddie Vedder, Lionel Richie, Earth Wind & Fire and Mavis Staples. Illustrative experiences include elevated culinary offerings, wines curated by sommeliers and family friendly areas/entertainment.

Ticket buyers and attendees are expected to be mostly Connecticut residents, while also drawing from greater New England. Multi-day and Single-Day General admission tickets will be sold, as well as Multi & Single Day tickets for various VIP programs. Each ticket buyer will receive his/ her RFID wristband in the mail prior to event date. RFID wristbands will be scanned at event gates for entry, and scan counts will be shared with necessary parties for crowd control management. RFID wristbands will also be used for cashless purchases throughout the festival grounds, allowing for a more enjoyable experience. Target attendance is approximately 35,000 people per day.

To ensure a safe and sound event for all, the festival will retain a festival focused security management team, as well as licensed security guards to be placed throughout the grounds. Deployment numbers, positions and an overall security plan will be presented to the necessary agencies at the suggested time, and medical plans will be provided as well. With transportation, traffic flow, and peripheral event operations being the most challenging aspect of a festival, a specialized transportation operations firm will be an essential part of the festival management team, and will be interfacing regularly with local agencies and venue partners. Shuttles will be provided to/from the Bridgeport Metro North station, the Amphitheater lots as well as the Ferry.

**Exhibit B**

**The Plan**

**[THOSE PORTIONS OF THE LICENSEE'S PLANS THAT ARE CONFIDENTIAL SHALL BE RETAINED IN THE OFFICE OF THE CITY ATTORNEY AS A CONFIDENTIAL DOCUMENT CONTAINING CONFIDENTIAL BUSINESS INFORMATION OF THE LICENSEE PROTECTED FROM DISCLOSURE UNDER THE CONNECTICUT FREEDOM OF INFORMATION ACT.]**

**[DESCRIBE THE PLAN INCLUDING, BUT NOT LIMITED TO THE VIP AREA, THE PERFORMANCE STAGE OR STAGES, THE PARKING AREAS, LOCATION AND TYPE OF FENCING, COMMUNICATION PLAN, CROWD CONTROL PLAN, TRAFFIC PLAN, TRANSPORTATION PLAN, SECURITY PLAN, FOOD VENDING PLAN, ALCOHOL VENDING PLAN, FIRE AND LIFE SAFETY PLAN, MEDICAL RESPONSE PLAN, SECURITY PLAN, LOCATION OF GATES, ETC.]**

**EXHIBIT C**

**INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS**

**[ATTACH FOUNDERS ENTERTAINMENT LLC  
GOVERNORS BALL MUSIC FESTIVAL 2021  
INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS]**



**FOUNDERS**  
ENTERTAINMENT

  
**HARBOR YARD**  
AMPHITHEATER

**LIVE NATION™**

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## **Festival Layout**

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Office of Planning and Economic  
Development  
City of Bridgeport  
999 Broad Street 2ND Floor  
Bridgeport, CT 06604  
Re: Seaside Park

To Whom It May Concern:  
Please be advised Harbor Yard  
Amphitheater, LLC, Founders  
Entertainment, LLC and Live Nation  
Entertainment are interested in serving  
as the host of an annual arts and music  
festival "Sound on the Sound" at Seaside  
Park. As a result of our years of experience  
in managing live events and festivals, we  
believe our management team will prove  
to be a wonderful addition to the City of  
Bridgeport.

Please feel free to contact me should you  
have any questions.

Very Truly Yours,  
Harbor Yard Amphitheater, LLC

Howard S. Saffan  
**MANAGING MEMBER**





**WHO WE ARE**

## WHO WE ARE

Harbor Yard Amphitheater, LLC (hereinafter referred to as "HYA"), in association with Founders Entertainment (hereinafter referred to as "FE") and Live Nation Entertainment (hereinafter referred to as "LNE") is seeking to host an annual arts and music festival, Sound On Sound Festival, ("Festival") at Seaside Park ("Seaside"). Seaside would be transformed into a state-of-the-art multi-stage performance venue encapsulating the beauty of the Park and Long Island Sound.

What makes the development of the Festival so special is the operators. The operation of the Festival will be managed, in part, by Howard Saffan, owner of Harbor Yard Amphitheater, the state-of-the-art Amphitheater along Bridgeport's coast, owner and operator of SportsCenter of Connecticut, the largest family fun entertainment center in New England (over 1,500,000 visitors annually) and former President of the Webster Bank Arena. Howard has operated businesses in Bridgeport, Connecticut for over thirty-five (35) years. He is well respected in the business community and most importantly, understands how to operate entertainment facilities in Fairfield County (See Resume and Articles attached hereto as "Exhibit A").

Complimenting the operational skills of Saffan in this venture is Founders Entertainment, the leading festival producer in the Northeast. Run by Connecticut resident Jordan Wolowitz and New York City resident Tom Russell, Founders created The Governors Ball Music Festival, the largest and longest running multi stage music and arts festival in New York City's history. Started in 2011, Governors Ball attracts over 150,000 people annually over the course of three days, and the event has been recognized by civic partners and music lovers alike as a tentpole in New York City's cultural calendar. Coupled with numerous other major events, FE is the perfect partner to oversee the creation, management, and production of a successful and safe Festival at Seaside.

Lastly, the booking experience of Live Nation Entertainment, a Fortune 500 Company and the world's leading concert promoter. Jim Koplik, President of Live Nation Connecticut and Upstate New York, add the needed management experience to insure the success of the Festival. The legendary Koplik, a Fairfield County resident for 38 years, will add the Festival to his wide array of events/venues in Connecticut and Upstate New York (See Articles attached hereto as "Exhibit B").



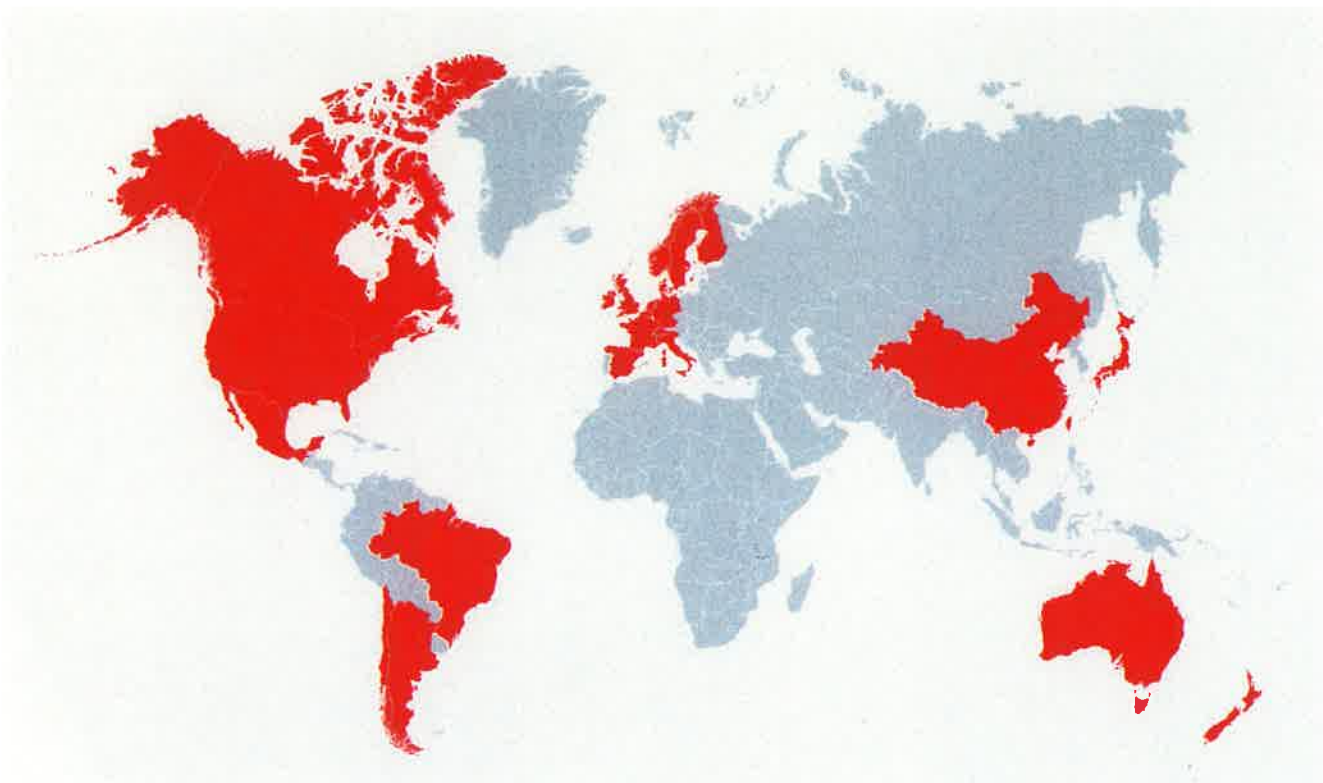
## FESTIVAL

Our team has the experience and is uniquely qualified to create, produce and operate a Music and Arts Festival at Seaside Park.

Founders Entertainment has over a decade worth of experience producing New York City's largest music and arts festival and has also produced other large scale festivals and events to great success.

Harbor Yard Amphitheater provides the local experience of operating both arenas and amphitheatres, while Live Nation Entertainment owns, operates, and/or programs numerous festivals in North America.

Collectively, our experience in working with municipalities will ensure seamless day-to-day operations and a successful operation that local and regional residents will benefit from and treasure for many years to come.



## NORTH AMERICA

### UNITED STATES

- JMBLYA: Arkansas
- Innings Festival
- HARD Summer
- Audiotistic - LA
- Dreamstate: San Bernardino
- Rolling Loud - LA
- BottleRock Napa Valley
- Rolling Loud - Bay Area
- Beyond Wonderland The Endless Sea
- Countdown
- Escape: Psycho Circus
- Nocturnal Wonderland
- Audiotistic - SF
- Seven Peaks
- Country Jam
- Tortuga Music Festival
- Ill Points
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- Lollapalooza
- Railbird
- Forecastle
- Voodoo
- Levitate
- Faster Horses
- Headwaters Country Jam
- Dreamville Festival
- Sea-Hear-Now
- EDC Las Vegas
- Mountain Jam
- Trailblazer
- Rolling Loud - NY
- The Governors Ball
- Homecoming
- Roots Picnic
- Camp Bisco
- Peach Music Festival
- High Water
- Moon River Music Festival
- Bonnaroo
- Est 111
- Austin City Limits
- JMBLYA: Texas
- Neon Desert Music Festival
- Astroworld Festival
- Mala Luna Music Festival
- Watershed

- Fayetteville, AR
- Tempe, AZ
- Fountain, CA
- Los Angeles, CA
- Los Angeles, CA
- Los Angeles, CA
- Napa, CA
- Oakland, CA
- San Bernardino, CA
- San Bernardino, CA
- San Bernardino, CA
- San Bernardino, CA
- San Francisco, CA
- Buena Vista, CO
- Grand Junction, CO
- Fort Lauderdale, FL
- Miami, FL
- Orlando, FL
- Atlanta, GA
- Atlanta, GA
- Atlanta, GA
- Chicago, IL
- Lexington, KY
- Louisville, KY
- New Orleans, LA
- Mansfield, MA
- Brooklyn, MI
- Three Forks, MT
- Raleigh, NC
- Asbury Park, NJ
- Las Vegas, NV
- Hunter, NY
- Hunter, NY
- New York, NY
- New York, NY
- Cincinnati, OH
- Philadelphia, PA
- Scranton, PA
- Scranton, PA
- Charleston, SC
- Chattanooga, TN
- Manchester, TN
- Manchester, TN
- Austin, TX
- Dallas and Austin, TX
- El Paso, TX
- Houston, TX
- San Antonio, TX
- Quincy (Seattle DMA), WA

### CANADA

- CHAOS AB
- Oxford Stomp
- RoundUp Music Fest
- Laketown Shakedown
- Rockin River
- FVDED In The Park
- Contact Festival
- Vancouver Mural Festival: The Park Show
- Bud Light Escapade
- Bud Light Dreams
- CBC Music Festival
- MattyFest

- Edmonton, AB
- Edmonton, AB
- Edmonton, AB
- Lake Cowichan, BC
- Merritt, BC
- Surrey, BC
- Vancouver, BC
- Vancouver, BC
- Ottawa, ON
- Toronto, ON
- Toronto, ON
- Toronto, ON

### EUROPE

- Graspop
- Puikelpop
- Rock Werchter
- TW Classic
- Werchter Boutique
- Copenhell
- Heartland
- Blockfest
- Main Square Festival
- Lollapalooza
- I Love Techno
- Afropunk
- Lollapalooza Berlin
- Wireless
- Rock Am Ring
- Rock Im Park
- Down the Rabbit Hole
- Lowlands
- Pinkpop
- North Sea Jazz
- Woo-Hah!
- Longitude
- Electric Picnic
- Firenze Rocks!
- Milano Rocks!
- Milano Summer Festival
- Creamfields Malta
- Findings
- Tons of Rock
- Trondheim Rock
- Barcelona Beach Festival
- Ocote
- Download Madrid
- Mad Cool
- Creamfields Mallorca
- Åre Sessions
- Summerburst (GOT)
- Way Out West
- Melodifestivalen
- Borgholm Bränner
- Sweden Rock Festival
- Lollapalooza
- Summerburst (STO)
- Openair Frauenfeld

- Dessel, Belgium
- Kiewit, Belgium
- Werchter, Belgium
- Werchter, Belgium
- Werchter, Belgium
- Copenhagen, Denmark
- København, Denmark
- Tempere, Finland
- Arras, France
- Bretigny sur Orge, Paris, France
- Montpellier, France
- Paris, France
- Berlin, Germany
- Frankfurt, Germany
- Nürnberg, Germany
- Nürnberg, Germany
- Beuningen GLD, Holland
- Biddinghuizen, Holland
- Landgraaf, Holland
- Rotterdam, Holland
- Tilburg, Holland
- Dublin, Ireland
- Stradbally, Ireland
- Florence, Italy
- Milan, Italy
- Milan, Italy
- TBC, Malta
- Oslo, Norway
- Oslo, Norway
- Trondheim, Norway
- Barcelona, Spain
- Madrid, Spain
- Madrid, Spain
- Madrid, Spain
- Mallorca, Spain
- Mallorca, Spain
- Åre, Sweden
- Gothenburg, Sweden
- Gothenburg, Sweden
- Gothenburg, Malmö, Stockholm, Sweden
- Öland, Sweden
- Sölvesborg, Sweden
- Stockholm, Sweden
- Stockholm, Sweden
- Frauenfeld, Switzerland

## SOUTH AMERICA

- Lollapalooza
- Lollapalooza
- Creamfields
- Lollapalooza

- Buenos Aires, Argentina
- Sao Paulo, Brazil
- Santiago, Chile
- Santiago, Chile

- The Great Escape The First 50
- Wireless
- Lytham Festival
- Parklife Festival
- The Warehouse Project
- Wilderness
- Reading
- Latitude
- Isle Of Wight Festival
- Edinburgh Summer Sessions
- Glasgow Summer Sessions
- TRNSMT
- Titan Warehouse
- Rewind (Scotland)
- Rewind (North)
- Rewind (South)
- York Festival

- London, England
- London, England
- Lytham Saint Annes, England
- Manchester, England
- Manchester, England
- Oxfordshire, England
- Reading, England
- Su Folk, England
- Newport, Isle of Wight
- Edinburgh, Scotland
- Glasgow, Scotland
- Glasgow, Scotland
- Cardiff, Wales
- TBC
- TBC
- TBC
- TBC

## ASIA-PACIFIC

### ASIA

- Creamfields
- Creamfields
- Creamfields
- Rolling Loud
- Download
- Electric Daisy Carnival

- Chengdu, China
- Shanghai, China
- Hong Kong
- Hong Kong
- Japan
- Japan

### AUSTRALIA/NEW ZEALAND

- Festival X
- Splendour In The Grass
- Falls Festival
- Download Melbourne
- Download Sydney
- Festival X

- Brisbane, Sydney, Melbourne, Australia
- Byron Bay, Australia
- Lane, Mission Bay, Byron Bay and Fremantle, Australia
- Melbourne, Australia
- Sydney, Australia
- Auckland, New Zealand

### MEXICO

- Tecate Bajío\*
- Coca-Cola Flow Fest\*
- Corona Capital\*
- EDC Mexico\*
- Beyond Wonderland
- Tecate Pal Norte\*

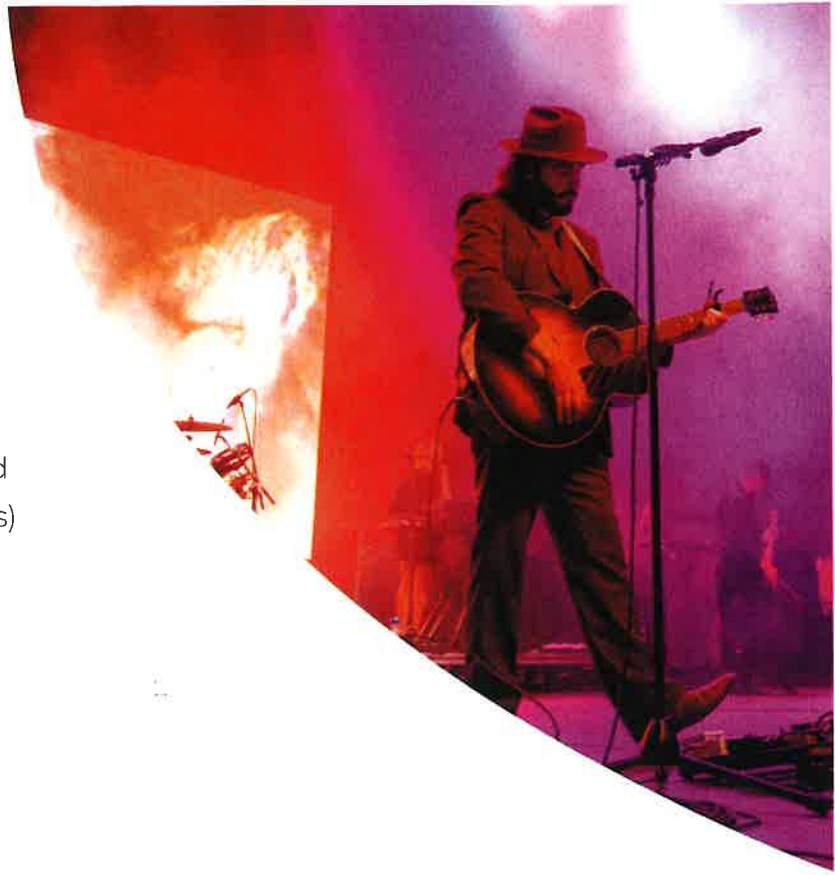
- Leon, Guanajuato
- Mexico City
- Mexico City
- Mexico City
- Monterrey, Nuevo León
- Monterrey, Nuevo León



# **PROPOSAL**

## PROPOSAL

Our proposal entails creating, producing and operating an annual arts and music festival(s) along the shores of Long Island Sound at picturesque Seaside Park, Bridgeport. The Festival(s), to be held in the later weeks of September, will be frequented by 25,000 - 35,000 attendees per day, 50,000-70,000 attendees throughout a Festival weekend.





# **Business Description**





## Business Description

The proposed music and arts festival(s) will take place over two days in late September, and will feature 20+ live music acts across two or more performance stages. Complimenting the musical acts will be food and beverage vendors, sponsorship activations, art installations, VIP areas, and more. What makes this festival different from the many others around the country is the carefully curated artist lineup and overall experience, which caters to an older and more mature audience (as compared to many of the larger festivals around the country). Illustrative talent examples are Stevie Nicks, Gary Clark Jr, James Taylor, John Fogerty, Santana, Leon Bridges, Eddie Vedder, Lionel Richie, Earth Wind & Fire and Mavis Staples. Illustrative experiences include elevated culinary offerings, wines curated by sommeliers and family friendly areas/entertainment.

While the events will draw attendees from all over the Northeast, we estimate that most ticket buyers will be Connecticut residents. Multi-day and Single-Day General admission tickets will be sold, as well as Multi & Single Day tickets for various VIP programs. Each ticket buyer will receive his/her RFID wristband in the mail prior to event date.

RFID wristbands will be scanned at event gates for entry, and scan counts will be shared with necessary parties for crowd control management. RFID wristbands will also be used for cashless purchases throughout the festival grounds, allowing for a more enjoyable experience.

To ensure a safe and sound event for all, the festival(s) will retain a festival focused security management team, as well as licensed security guards to be placed throughout the grounds. Deployment numbers, positions and an overall security plan will be presented to the necessary agencies at the suggested time, and medical plans will be provided as well. With transportation, traffic flow, and peripheral event operations being the most challenging aspect of a festival, a specialized transportation operations firm will be an essential part of the festival management team, and will be interfacing regularly with local agencies and venue partners. Shuttles will be provided to/from the Bridgeport Metro North station, the Amphitheater lots as well as the Ferry.



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# **Business Plan**



## **Business Plan**

The development of annual festival(s) will create a tremendous influx of commerce and traffic to the City of Bridgeport. Each Festival is projected to draw 50,000-70,000 patrons annually, with tens of thousands of people discovering the beauty of Bridgeport.

Having grown up attending Gathering of The Vibes, Jordan and Tom of Founders Entertainment recognized Olmsted's Seaside Park and Bridgeport as an ideal venue for a world class music festival. Its unique setting and rich history of entertainment provide a magnificent foundation for a brand new event that will stand out amongst others in the Northeast and return to Bridgeport the annual music festival it so rightly deserves.

To simplify the lease terms of the Festival(s) and to reward the City for future growth, each Festival will remit 5% of the Festival ticket price. Assuming twenty-five (25,000) thousand daily attendees at an average ticket price of \$99.00, the City would receive a rental payment of \$247,500 for a Festival Weekend; at thirty-five (35,000) thousand daily attendees, the City would receive a rental payment of \$346,500. Please note this rental payment will serve as a payment in lieu of any and all municipal taxes. To insure a minimum rental payment, we will guarantee an annual lease payment of \$100,000. Naturally, the Festival will be responsible for all costs related to Police and restoration of any park property.

In consideration of the above, the Festival is seeking a ten (10) year operating agreement with two, five (5) year options.

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## **Funding & Economic Impact**



## Funding

The Festival(s) will be 100% privately funded with no bank financing required. Our principles' combined net worth exceeds \$100 million, thus insuring the viability and speed of the project.

## Economic Impact

**TOTAL ECONOMIC IMPACT OF FESTIVAL**  
**- \$25,000,000**

For the fiscal year 2022, the Festival anticipates hosting 50,000 attendees.. Set forth below is a breakdown of the economic impact resulting from a Festival.

**DIRECT IMPACT- \$18,500,000**

Includes expenditures by visitors in the Bridgeport economy. An example would be revenues derived from onsite Bridgeport vendors.

**INDIRECT IMPACT- \$4,400,000**

Indirect effects result from companies that benefit from Festival expenditures. An example would be distributors that supply onsite Festival food vendors.

**INDUCED IMPACT - \$2,100,000**

Indirect impacts, or wealth effects, capture spending by individuals from increased earnings attributed to the Festival. Local purchases by an employee with wages earned from the Festival is an example.

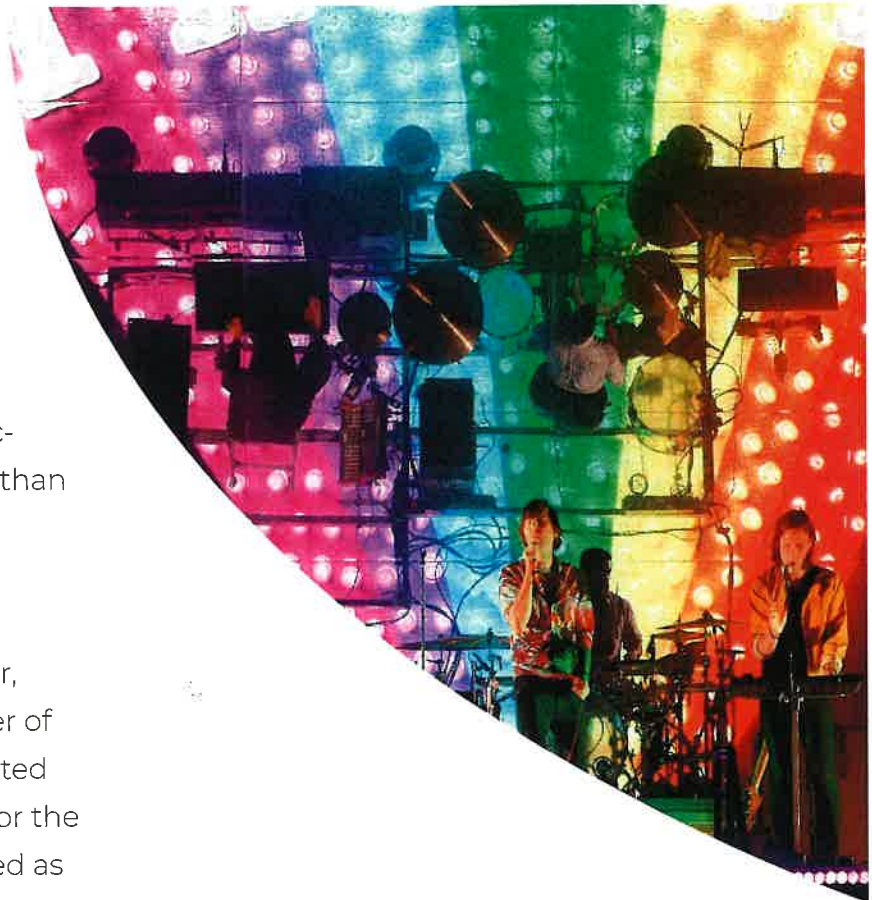
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# Historical Operations

## Historical Operations

The City of Bridgeport would be hard pressed to find more experienced, civic-minded, well-financed, local operators than those of the Festival.

Howard Saffan is the visionary and developer of Harbor Yard Amphitheater, the owner and operator of SportsCenter of Connecticut, the second most frequented entertainment venue in Connecticut, for the past twenty (20) years. Saffan also served as President of the Bridgeport Sound Tigers (2005-2015), oversaw the management of the New York Islanders Hockey Club and Nassau Veterans Memorial Coliseum (2008-2010), and as President of the Webster Bank Arena (2011-2015), pioneered the renovation/renaissance of the venue. Prior to operating entertainment venues, Saffan was the owner of Bishop Manufacturing Companies



(1986-1998), located at the corner of Barnum Avenue and Knowlton Street in Bridgeport. Over the past thirty (35) years, Saffan has lived in the area with his family and experienced the pulse and community spirit of Bridgeport. Please see Saffan's resume set forth in "Exhibit A."

Jim Koplik, President of Live Nation Connecticut and Upstate New York, has promoted and operated venues for over 50 years. A legend in the industry, Koplik currently promotes/operates virtually every large live music venue in Connecticut, including Bridgeport's Harbor Yard Amphitheater. What makes the Amphitheater special for Koplik is his roots in Fairfield County. As a long-time resident of Stamford, bringing back a Festival to Seaside Park will be incredibly fulfilling.



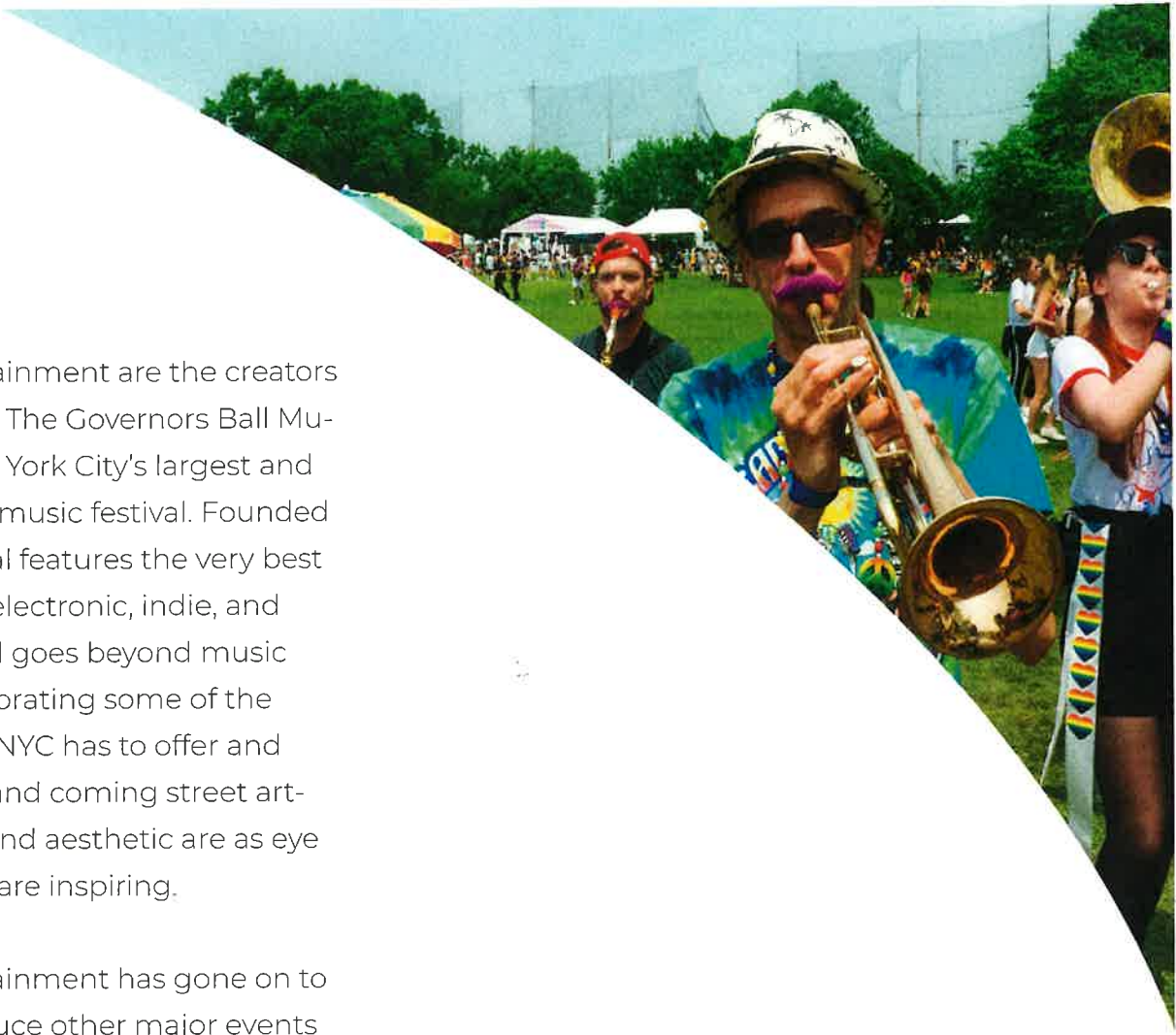
Founders Entertainment are the creators and producers of The Governors Ball Music Festival - New York City's largest and most celebrated music festival. Founded in 2011, the festival features the very best in rock, hip hop, electronic, indie, and more. The festival goes beyond music however - incorporating some of the best restaurants NYC has to offer and highlighting up and coming street artists whose style and aesthetic are as eye catching as they are inspiring.

Founders Entertainment has gone on to launch and produce other major events including other festivals and stand-alone concerts, making them a major player in the North American live event landscape. In addition to producing their own events, Founders Entertainment provides various event production services

and consultation for hire including talent buying, sponsorship procurement, and event production and project management for outside clients.

Founders Entertainment was founded in 2011 by Jordan Wolowitz and Tom Russell - longtime friends, and lifelong Connecticut and New York City residents. They have individually been honored by Billboard's 30 under 30 and 40 under 40 top executive lists.

Please see Founders Entertainment's articles set forth in "Exhibit C."





# Neighborhood Impact

## Neighborhood Impact

Communities are built upon the solid foundation of relationships amongst residents, business owners, religious and community leaders and other Stakeholders. The South End of Bridgeport is rich with natural, cultural and historic assets. The South End is also characterized by its paradoxical proximity to Downtown and a feeling of being “cut off” from Downtown by I-95 and the MetroNorth/Amtrak railroad tracks. The Festival recognizes it is imperative to preserve, enhance and celebrate the cultural resources of the South End and foster community pride and interaction.





# Festival Layout

# Proposed Festival Layout





# EXHIBITS



## EXHIBIT A

# HOWARD S. SAFFAN

## EXPERIENCE

June 2015 to Current

**Harbor Yard Amphitheater** Bridgeport, CT

*Owner*

Develop, construct and operate the newest boutique amphitheater on the East Coast

February 2001 to Current

**Sports Center of Connecticut/  
The Rinks at Shelton** Shelton, CT

*Owner*

Own and operate the largest family fun entertainment center in New England. Manage 150 employees. Highly acclaimed facility entertains in excess of 1,000,000 customers annually.

January 1998 to Current

**Bishop Development** Weston, CT

*Owner*

Founded development company, constructing high end residential homes and commercial buildings. Presently

own and manage 250,000 square feet of commercial space.

May 2005 to June 2015

**New York Islanders Hockey Club**

Uniondale, NY

*President*

Served as President of the Bridgeport Sound Tigers Hockey Club, the AHL affiliate of the New York Islanders. From 2010-2012, oversaw the business operations of the New York Islanders in addition to overseeing the management of the Nassau Coliseum. Acquired the operating agreement of the Webster Bank Arena in March, 2013. Managed/renovated Arena over three year period, dramatically increasing visibility and profitability of Arena.

September 1986 to January 1998

**Bishop Manufacturing Companies**

Bridgeport, CT

*Owner*

Acquired vinyl window and door company in 1986. Expanded business geographically, opening two additional facilities and tripling revenues. Sold companies in 1996 to Atrium Companies/Hicks, Muse, Tate & Furst.

## EDUCATION

**Brooklyn Law School** Brooklyn, NY 1984

Juris Doctor

**Syracuse University, School of  
Management** Syracuse, NY 1981

*B.S. Finance*

Magna Cum Laude

## SAFFAN TALKS CAREER AND RUNNING HARBOR YARD

RICHARD LEE, PUBLISHED 10:13 PM,  
THURSDAY, MARCH 6, 2014

Howard Saffan has a love affair with Bridgeport.

He learned to embrace the Park City as the owner of a window and door manufacturing business, and his allegiance has grown since he became president of the Sound Tigers hockey team and the Webster Bank Arena.

During his youth on Long Island, Saffan loved playing soccer, but reality took hold as he matured, and after earning a law degree from Brooklyn Law School he pursued a career as a lawyer and later as a real estate developer.

In 2005, he circled back to his love of sports when he became president of the Sound Tigers and in 2011, president of the arena.

Saffan, 54, has learned to separate his business responsibilities from being a fan, and he understands the need for the region's residents to embrace the team, giving talks to non-profit organizations and interacting with college students interested in pursuing sports business careers.

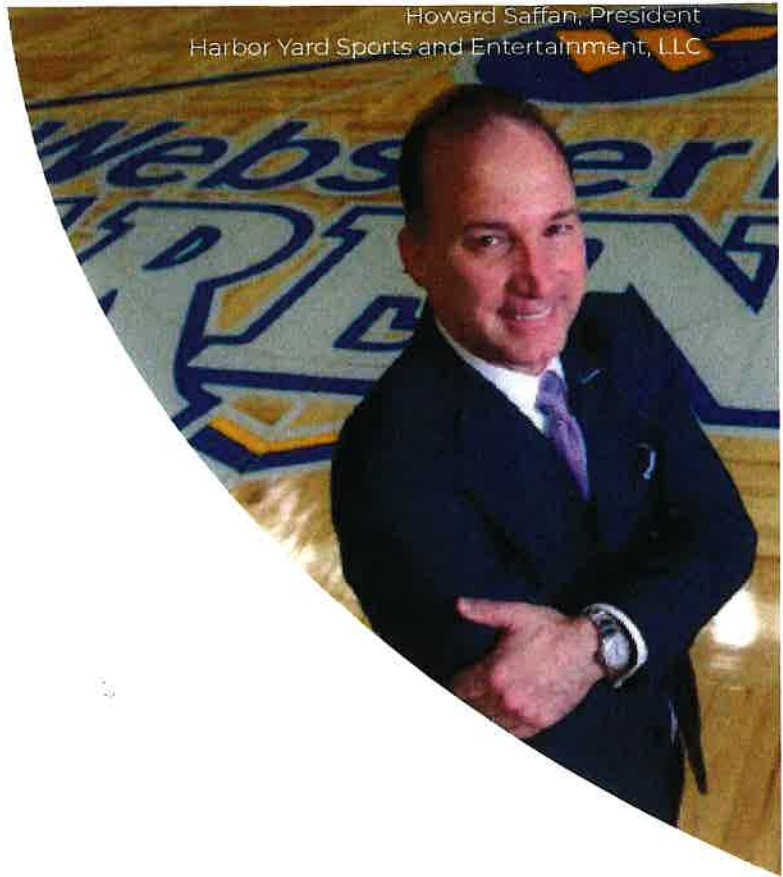
Married and the father of four, the Weston resident is also president of Bishop Design and Development, a real estate development company, and owns and operates the SportsCenter of Connecticut, a Shelton skating and recreation venue.

Saffan took some time out to talk about his career and what it takes to lead a staff in managing Sound Tigers and the arena under the umbrella of Harbor Yard Sports & Entertainment.

**Q: What was your specialty as a lawyer?**

**A:** I was a bankruptcy lawyer. I clerked with a federal bankruptcy judge and worked on the Johns Manville bankruptcy -- at the time the largest in the world. Then I worked at Otterbourg, a Park Avenue, New York City law firm, and my first case was Jane Fonda Workout Wear. The greatest part was getting to see why a business failed. It's basically like doing an autopsy. Later on in my business career, it's been incredibly helpful.





**Q:** How did you move into commercial real estate?

**A:** I owned a window and door factory -- Bishop Manufacturing on Knowlton Street -- one of the largest in Northeast. It grew to three factories -- one in Bridgeport, another in Farmingdale, L.I., and one in Clinton, Mass. I sold the business... but my love for Bridgeport remained. I tried to find a job in sports, but no one would hire me. At the suggestion of my real estate lawyer, I started a development company, Bishop Design Development. It's both commercial and residential. We build residential spec homes and commercial development. It's mostly residential focused in Fairfield, and commercial development mostly in Shelton. I just bought a property in Monroe.

**Q:** How did your involvement in the Sports Center of Connecticut occur?

**A:** Two miles from my window facility in Farmingdale, L.I., they were building a golf driving range. It was called Family Golf. I grew up in a blue collar family, and I couldn't believe people would pay money to hit golf balls. They built it into a public company, but it went upside down, and

they filed for Chapter 7 bankruptcy. A friend called and said you might be interested in Connecticut where there's a Family Golf. I went to the auction in Shelton bought it not knowing a darn thing about golf. That was 1999. My partners are Alan Phillips and Kevin Schumacher. We turned it into an entire sports center. It's exceeded my expectations. Last year we had 1.7 million customers. It's a wonderland for kids. I have four kids, and they love to run around the facility.

**Q:** How did ownership of the sports center turn into presidency of the Sound Tigers and the Webster Bank Arena?

**A:** The Sound Tigers came into being in 2001. Alan Panzer, CEO of U.S. Surgical, knew I was a hockey fan. He encouraged me to see the Sound Tigers. In the suite next to us was Mike Milbury, general manager of the Islanders. I introduced himself, and I said we were building hockey rinks less than 10 minutes away. I was introduced to the owner of Islanders, Charles Wang, and two months later, I was at their practice facility in Syosset, L.I. He asked me to comment on what they should and shouldn't be doing. It led to me becoming partners with Charles Wang at Ice Works at Syosset.

Two years later, the Islanders purchased -- took over the assets of -- the Bridgeport Sound Tigers and Charles asked me to be president. About five years ago, Charles asked me to help him run the business side of the Islanders and oversee the Nassau Coliseum, which I did for approximately two years. But I was reverse commuting from Weston every day, and I told him I wasn't having fun. Those are the magic words for Charles -- not having fun.

I told him I have a great idea -- why don't we become partners in the Arena at Harbor Yard? I believe we can turn it around. On March 30, 2011, we purchased it from CenterPlate. We've invested millions of dollars into the facility. We've taken what I foresaw becoming the next New Haven Coliseum and bringing it back to the jewel status that it is today.

**Q:** How many people do you employ and what measures do you take to ensure you have a dedicated workforce?

**A:** We look at everything as an umbrella. It's Harbor Yard Sports and Entertainment that operates the arena and the Sound Tigers. We have 300 full- and part-time employees. This isn't my first rodeo. We're hands-on management. Several of our employees have been working here for 10-plus years. We have excellent managers. We try to over-deliver in terms of customer service. First impressions are critical. We have discriminating customers from Fairfield, New Haven and Westchester counties and the Valley.

We take the responsibility to be the gateway to Bridgeport. People don't know how beautiful Bridgeport is. We want to change misconceptions about the city.

**Q:** As you advanced in your career, what did you learn about being a good leader?

**A:** You have to make lots of mistakes. Everybody has the thought process that to be a good leader you have to be perfect. That just isn't true. You have to make mistakes to be successful, and you need to learn from your mistakes. You need to be a good person. The world is round, and what goes around comes around.

We have the Arena Angels, a 501c3 headed up by Pat Hansen. It enables groups of young kids in need to see live entertainment. Hopefully it changes their lives. I come from humble beginnings. My father would take me to a Ranger game once a year. He would save his money. That forever touched my heart. It was the most selfless thing he did for us.

**Q:** What are the pluses and minuses of being president of both the Sound Tigers and the arena?

**A:** A plus is flexibility of scheduling with 365-day control of the calendar. We can be mobile. Example, Elton John wanted to practice and wanted to play a date here, but the date was blocked by a Sound Tigers game. I called the president of the other team, and we changed the date. Elton John was a sellout and a huge success for the city of Bridgeport. That was a huge get. The minuses -- aggravations 365 days a year. When hockey season is over, whole other series of issues arise.

**Q:** What do you enjoy the most?

**A:** What I enjoy most is giving back to Bridgeport. I was fortunate to make my money on Knowlton Street in Bridgeport in the window and door business. Nobody wanted to acquire this arena. This arena was going down hill. We knew that. We were the tenant. The ability to bring people from the region to this arena and Bridgeport is priceless. UConn is playing basketball here when people said it would never happen.

**Q:** Are the Sound Tigers and arena profitable?

**A:** When we took over the Sound Tigers, they were losing quite a bit of money. Charles has been extremely patient, and the fans have come out. The team does well in the American Hockey League. But in Fairfield County, people have the means to go to Madison Square Garden, the Nassau Coliseum and the Prudential Center. It's challenging, but being part of the community is critical in what we do.

It's substantially better. Harbor Yard Sports & Entertainment is a profitable venture. Both entities have been turned around.





## 'ODD COUPLE' BEHIND AMPHITHEATER

BY JOHN BURGESSON  
SATURDAY, AUGUST 12, 2017

BRIDGEPORT — To watch the two men behind the idea to turn the Ballpark at Harbor Yard into the state's next major music venue brings to mind the 1960s Broadway hit "The Odd Couple."

Jim Koplik, who knows as much about the live music business as anyone on the planet, is the laid-back purveyor of cool. He's been promoting bands and booking venues since the late 1960s, and he looks every bit the part.

His partner on the project is Howard Saffan (pronounced "sah-FAHN"), who got his start about as far away from grooveland

as one can imagine — owning a Bridgeport factory that fabricated aluminum-frame windows and doors.

In Thursday's press event at McLevy Green, Koplik, in his black shirt, looked like he just got through playing bass for a Three Dog Night reunion concert. Saffan, meanwhile, was dressed in a very proper blue suit and red tie.

"I was the president of the Webster Bank Arena," he said. "We're very close friends — it's a very exciting development for the city — what do fans want? They want concerts." It was Koplik — the regional president of Live Nation — who would book concerts into the Webster Bank Arena, and Saffan, at the time, was president of what's usually thought of as home ice for the Bridgeport Sound Tigers. Today, Saffan owns the Sports Center of Connecticut on River Road in Shelton and has a thriving real estate development business. "Howard came in to the arena and created all sorts of relationships, turning the arena around to really make it a successful operation," said longtime Bridgeport City Council President Tom McCarthy. "I attribute a lot of that to Howard and his drive and his ability to create good relationships. I will also say Howard is a strong business man, he's a very tough negotiator."

"The genesis of the Harbor Yard Amphitheater started several years ago over lunch at Michael's in Wallingford where Jim and I would eat often," Saffan said. "Fortuitously,

the (baseball) stadium lease was ending." Live Nation is easily the biggest music concert promoter and Music entertainment company in the world, and they were having lunch in Wallingford because it's near the Oakdale Theatre, one of Live Nation's many concert venues. Koplik's journey to that lunch date was a long one, too.

What's that sound?

1968 was a pivotal year for Koplik.

A student at Ohio State University, he was deeply involved with the presidential campaign of Robert F. Kennedy Jr., who was assassinated on June 5 of that year while campaigning.

It was a year in which everything seemed to be happening at once — the assassination of Dr. Martin Luther King Jr., Apollo 8 orbited the Moon, the Tet Offensive and numerous, often violent protests over the Civil Rights and the Vietnam War. Almost every morning's paper seemed to bring news of yet another calamity.

"My only other love was music, so after the Robert Kennedy assassination, one of my friends suggested that we become concert promoters," he said. So, between by sophomore and junior years, I went into the city (New York) and I walk into the William Morris Agency and one of the guys there believed in me, and I became Steppenwolf's concert promoter — it was a new industry back then."

After his graduation from Ohio State he entered law school, only to soon leave. "I couldn't run a business and study for law school at the same time, so I dropped out," he said. "It was a decision that my parents didn't quite agree with."

At the time his company was called Cross Country Concerts. "It wasn't really 'cross-country', but mostly the Northeast," he said. "And in 1997 I sold it to Live Nation." Today, Koplik, 68, as the regional president of for Live Nation, oversees Live Nation's concerts in Connecticut and upstate New York. It's easily the biggest concert company today, staging some 26,000 concerts worldwide every year. He lives in Stamford. "I can't imagine having a better partner than Jimmy," Saffan said.

For what it's worth, Live Nation has annual revenues of \$8 billion. It manages 350 major artists and bands and it owns "most every" amphitheater, as well as Ticketmaster. "Not every concert makes money," he's quick to admit. "In a lot of them, we have to take a loss."



Still, the live performance is the way most artists make a paycheck these days. The music business bears little resemblance to the way it was in the heyday of rock 'n' roll, when bands would make most of their money selling vinyl singles and LPs, and later, CDs. This is where people like Koplik come in. "The money for the artists comes from concert appearances now," he said. "Ever since streaming came along, the days in which you used to spend eight bucks for an album or fourteen for a CD were pretty much over." So did Koplik ever play in one of those huge bands back in the early 1970s — maybe background percussion for King Crimson? "No — I have almost no musical talent. I tried the piano as a kid — I was horrible," he said. "But my musical talent is with my ear — I can usually sense what music people will want to hear, and sense what people will buy tickets to."

It's harder than it looks — one person's Puccini is another's car alarm.

"It's like the question I was asked on WPLR the other day — 'Who is the greatest guitar player ever?' " he said. "That's a little like asking 'Who is the world's best dentist.'"

His answer to that question is Carlos Santana. "Although the greatest guitar player ever is generally recognized as Jimi Hendrix," he said.

So does Koplik ever get to hang out with megastars like Taylor Swift, Rihanna and Daft Punk?

"No," he said with a laugh. "I'm too old. If I show up backstage these days, they think I'm a narc."

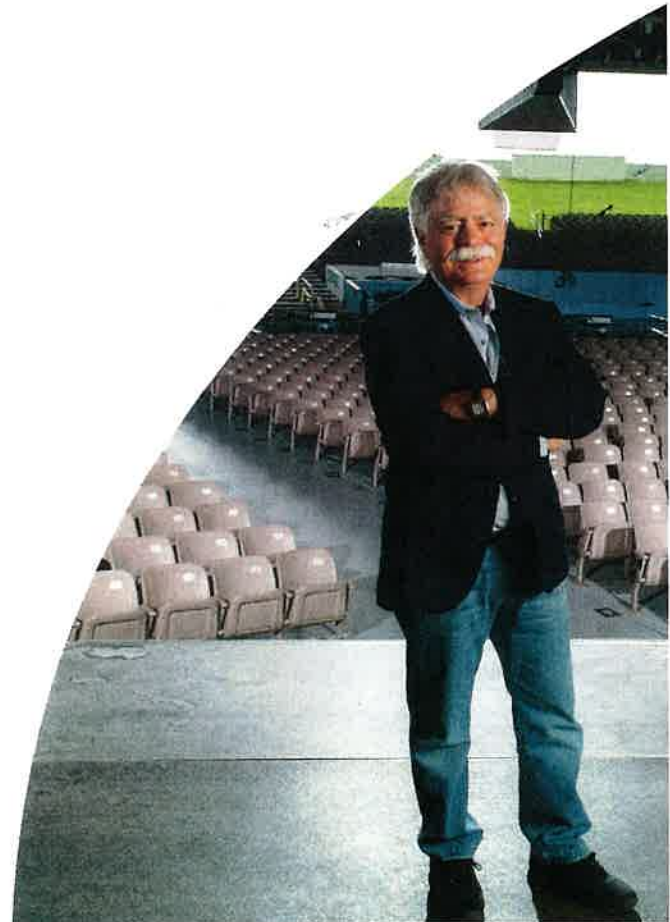
## EXHIBIT B

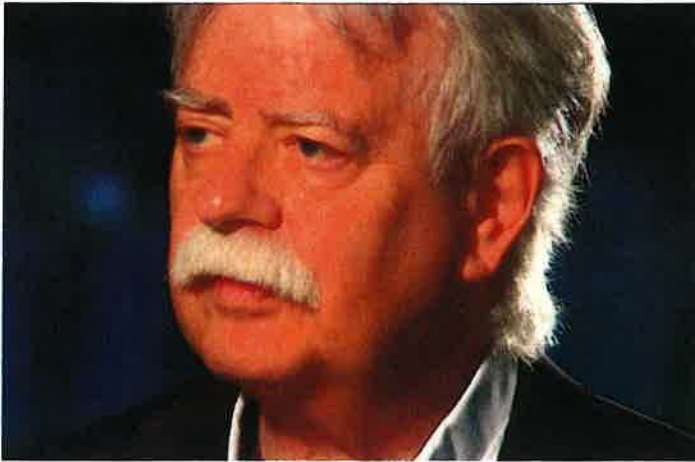
# JIM KOPLIK

*President*

Connecticut & Upstate NY

Jim Koplik has been promoting concerts since 1968. He has promoted well over 15,000 concerts including Sir Paul McCartney, Rolling Stones, Bruce Springsteen and the E Street Band, The Police, Billy Joel, Bon Jovi, Sir Elton John and most every major artist that has hit the concert stage. He has also produced the largest festival ever held in North America, the Watkins Glen Summer Jam which headlined the Allman Brothers Band, Grateful Dead and The Band. That festival drew 600,000 attendees. He is also a voter in the Rock and Roll Hall of Fame. Jim has lived in Fairfield County for almost 40 years and is based in Wallingford and Bridgeport, CT.





**Hartford Courant.**  
**courant.com** 

## CONCERT MASTER

**Jim Koplik Has Been Doing It For 30 Years,  
Bringing The Bands To Hartford**

SEPTEMBER 23, 2001 | BY ROGER  
CATLIN; COURANT ROCK CRITIC

Amid the shiny seats and lavish casino lobby appointments in the \$60 million Mohegan Sun Arena will be one fixture familiar to Connecticut concertgoers.

A partner in the arena -- a big part of the \$1 billion expansion that opens this week with the Casino of the Sky and the Shops at Mohegan Sun -- is Jim Koplik, executive vice president of Clear Channel Entertainment.

The company names come and go (it was SFX not so long ago, then Delsener/Slater Enterprises before it was sold; it was Metropolitan before that, and previously Cross Country Concerts). But most of the big concerts in the state over the past three decades have come courtesy of Koplik.

Once a shaggy-haired rock fan who had more in common with the young bands than the older booking agents, Koplik has left his mark on local shows since the days when the Allman Brothers and the Grateful Dead jammed in Hartford's Dillon Stadium.

After booking the majority of rock shows in the state's arenas, he moved Connecticut into the modern concert world by building what's now called the ctnow.com Meadows Music Theatre in the mid-1990s.

And with the consolidation that further changed the concert business in the late '90s, he has another major state facility, the ctnow.com Oakdale Theatre, under the SFX/Clear Channel umbrella as well.

It's in Oakdale's Wallingford office that he puts together concert schedules at a handful of state venues now.

And as the exclusive booker at the new Mohegan Sun Casino, Koplik's already scored some big names for the 10,000-seat facility's big November grand opening, including Tim McGraw, Aerosmith and maybe even Bob Dylan.



At 52, Koplik is an avuncular figure, wearing his gray hair short but maintaining a bushy mustache that, with his friendly baritone, calls to mind Captain Kangaroo.

But he's also known as a sharp businessman who has had a cultural influence on Connecticut by booking everyone from the Eagles at Yale Bowl to the Rolling Stones at Toad's Place to Bruce Springsteen at the Palace in Waterbury.

"People say I'm the father of the live-entertainment industry in Connecticut," Koplik says with some embarrassment. "It makes me feel very old."

### **Sinks His Teeth Into It**

Yet he's kept young through an unusually close rapport with his audience, with whom he talks during twice-weekly radio shows, bantering authoritatively about acts ranging from Slipknot to 'N Sync.

All this from a guy who wanted to be a dentist.

Growing up in New Rochelle, N.Y., Koplik was the son of a dentist and expected to inherit the extra office at his father's practice.

Even as a kid he dressed as a dentist. "The painless dentist, that was my costume," he says.

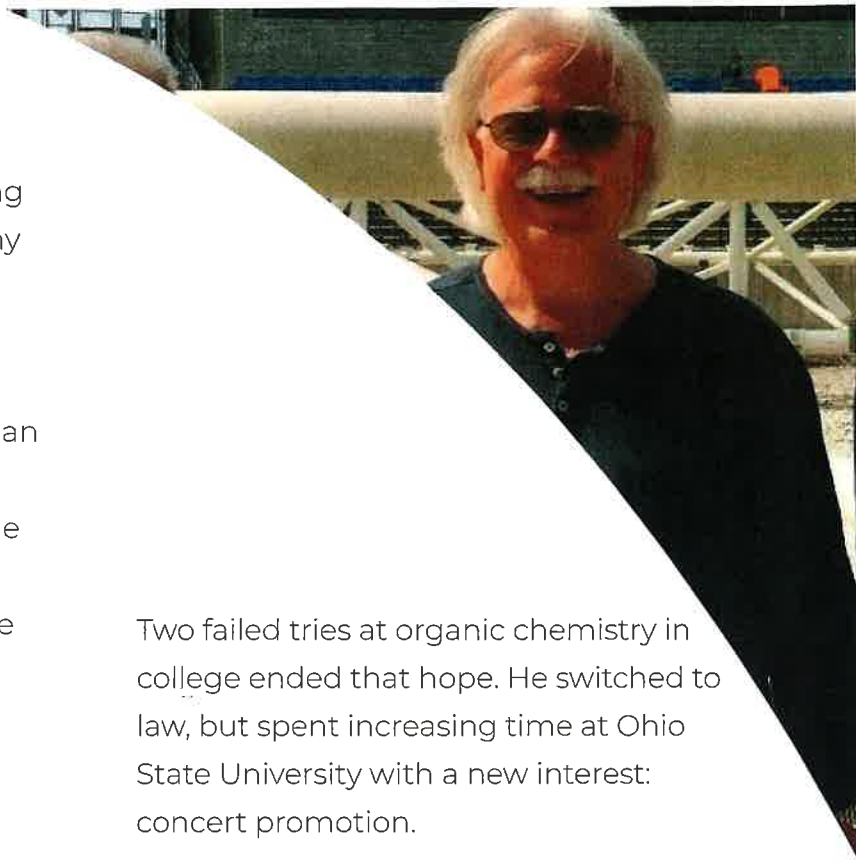
Two failed tries at organic chemistry in college ended that hope. He switched to law, but spent increasing time at Ohio State University with a new interest: concert promotion.

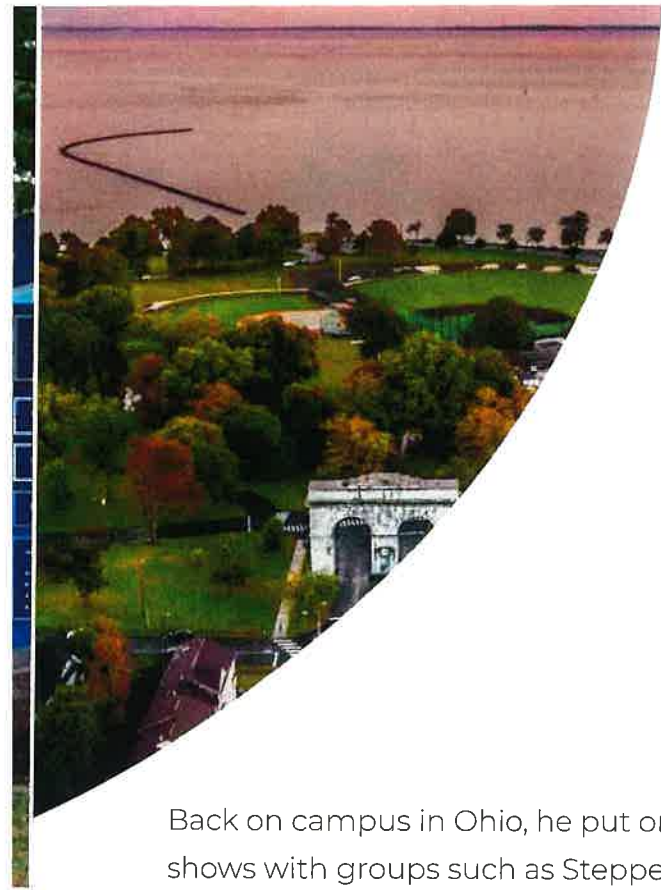
A diehard Beatles fan since 1964, Koplik was always fascinated with the business end of music, subscribing to Cashbox magazine as a teen.

When he became disillusioned with politics after the assassination of Robert F. Kennedy in 1968, a friend suggested he go into concert promoting.

That summer, he and a friend introduced themselves to agents at the prestigious William Morris Agency in New York.

"They were looking to sell shows," Koplik says. "They didn't care that we were just kids."





Back on campus in Ohio, he put on his first shows with groups such as Steppenwolf; Blood, Sweat and Tears; and Sly Stone. He learned something more with each show.

"I liked meeting the bands -- they were all my age," he says. "And I liked running my own business."

When law school in New York began to fizzle, he asked agents for an area ripe for rock promotion. He was sent to Connecticut.

### **Koplik And Finkel**

Checking out a November 1971 Jethro Tull show at the old New Haven Arena, he met his potential competitor, Shelly Finkel. Instead, the two became partners. And concerts "presented by Jim Koplik & Shelly Finkel" became staples on rock radio stations in the area.

"He was a very bright guy who had better music connections than I had," Koplik says. "I took cues from Shelly on how to run a business." (They continue to be partners, though Finkel's name is more often heard in boxing promotion, where he's advised Mike Tyson and handled Evander Holyfield in the past decade.)

Together they put on legendary summer series at Hartford's Dillon Stadium and then Colt Park. One show gave the two the idea to hold a huge outdoor concert with the Dead, the Allman Brothers and the Band. The resulting Watkins Glen, N.Y., rock festival in the summer of 1973 still holds the record for the largest audience at a rock fest in history: 600,000.

For all their success in the old Hartford venues, Koplik says, "the concert business became real when the arenas were built."

The opening of the New Haven Coliseum in 1973, followed by the Hartford Civic Center in 1974, meant acts and promoters could each make money in the lucrative market here.



## EXHIBIT C

# FOUNDERS ENTERTAINMENT

*Tom Russell and Jordan Wolowitz*

Founders Entertainment are the creators and producers of The Governors Ball Music Festival - New York City's largest and most celebrated music festival. Founded in 2011, the festival features the very best in rock, hip hop, electronic, indie, and more. The festival goes beyond music however - incorporating some of the best restaurants NYC has to offer and highlighting up and coming street artists whose style and aesthetic are as eye catching as they are inspiring.

The company has gone on to launch and produce other major events including The Meadows Music and Arts Festival, The Farmborough Festival, and other stand-alone concerts, making them a major player in the North American live event landscape. In

addition to producing their own events, Founders Entertainment provides various event production services and consultation for hire including talent buying, sponsorship procurement, and event production and project management for outside clients.

Founders Entertainment was founded in 2011 by Jordan Wolowitz and Tom Russell - longtime friends, and lifelong Connecticut and New York City residents. They have individually been honored by Billboard's 30 under 30 and 40 under 40 top executive lists.

# billboard



## 40 UNDER 40: MUSIC'S YOUNG POWER PLAYERS

By Billboard Staff 9/12/2014

They're young, they're innovative, they're disruptive. From monetizing bite-sized streams to selling out massive stadiums, these are the progressive leaders reshaping the music industry.

The honorees on Billboard's annual 40 Under 40 Power Players list were chosen by Billboard editors from 600 nominations submitted at Billboard.biz by readers. In addition to the information submitted on the nominees, Billboard considered company market-share information, chart data and more. This year's report was written by Harley Brown, Megan Buerger, Ed Christman, Leila Cobo, Phil Gallo, Andrew Hampp, Gail Mitchell, Glenn Peoples, Mitchell Peters, Deborah Evans Price and Ray Waddell.

### **JORDAN WOLOWITZ, 30**

Partner/Co-Founder, Founders Entertainment

Jordan Wolowitz oversees talent and sponsorship for the Governors Ball festival on New York's Randalls Island, which this year -- headlined by Outkast, Jack White, Vampire Weekend and The Strokes-- drew a record 150,000-plus fans June 6-8. "We cracked the code for putting on a successful major contemporary festival in New York City," says Wolowitz, who tips plans for a separate, new fest in June 2015.

**MY FIRST JOB:** "My first music industry 'job' was critic for my college newspaper. I wanted free concert tickets."

### **THE BEST WAY TO MANAGE STRESS:**

"Be extremely organized. Drink a lot of water. Exercise regularly -- blowing off steam is very important."



# billboard

## TOM RUSSELL: 30 UNDER 30

By Billboard Staff 7/1/2011

Tom Russell

Partner - Founders Entertainment

Tom Russell, 27, started out with New Orleans' Superfly Productions (the company behind Bonnaroo) in 2004 while still working toward his degree in marketing and management at Tulane University. He struck out on his own in New York in early 2011 with fellow young movers Jordan Wolowitz and Yoni Reisman. In six weeks, they planned the First Governor's Ball, a two-stage, daylong affair on New York's Governor's Island, which drew 17,500 people on June 18 for a glitch-free inaugural run. "I realized my love for event operations and logistics at Superfly," Russell says. The goal of Founders is to do "events that can have an impact on concert-goers and music lovers. We think big, plan big and hopefully, succeed big."



## **NYC's Homegrown Music Festival Returns This Weekend**

Thursday, June 4, 2015

Contact: Kerri Lyon

Governors Ball combines world-class acts with community investments and partnerships aimed at food instability & promotion of East Harlem economy

Randall's Island, NY– The Governors Ball Music Festival is set to kick off its fifth annual concert on New York City's Randall's Island this weekend. The three-day event will feature 66 musical acts and more than 50 food, art, and cultural offerings. Last year the event generated over \$38 million in economic activity for New York City and East Harlem. This year Governors Ball has expanded a full range of community partnerships and philanthropic local investments that have helped make it New York's premier homegrown music event.

"Governors Ball Music Festival has made giving back to the community a priority. This festival will provide more than just fun – it will help provide opportunity to New Yorkers," said New York City Mayor Bill de Blasio.

"By dedicating resources to empowering the East Harlem community, supporting the New York Police and Fire Widows' and Children's Benefit Fund, and encouraging community service, Governors Ball has demonstrated a strong commitment to East Harlem and the entire city of New York."

"Our festival may be based around world-class music, but our priorities go much deeper than that," said Governors Ball co-founder Tom Russell, of Founders Entertainment. "We recognize the opportunity our hometown provided us and we will always share our success with the communities and the people who have made this all possible. We intend to be New York City's premier music festival for years to come and we will continue to make the partnerships and investments we've made in these neighborhoods the backbone of that commitment."

"This year's Governor's Ball Music Festival will bring career opportunities, local investment, and economic growth to East Harlem and New York City – as well as a weekend of world-class music and talent," said New York City Council Speaker Melissa Mark-Viverito. "With partnerships aimed at fighting hunger, supporting our first responders and promoting small businesses, Governor's Ball has proven that entertainment can be socially-conscious and community-oriented. I thank Governor's Ball and all the volunteers for working with the community to create an exciting and safe event."

## **Investments in East Harlem and New York City**

Governors Ball has invested significantly in East Harlem and throughout New York City. These investments include:

Naming the New York Police and Fire Widows' and Children's Benefit Fund the official charity partner of Governors Ball, with a portion of ticket sales benefiting its charitable organization, Answer the Call.

Allowing concertgoers to earn free tickets to the festival in exchange for volunteering at food pantries in Upper Manhattan and the Bronx. This program resulted in more than 1,200 hours of community service in the months leading up to this festival.

Sponsoring 10 local young people in the Mayor's Fund to Advance New York City's summer youth employment program.

Hiring local residents to fill more than 120 custodial shifts, each paying a living wage.

Offering a free booth to Union Settlement at the festival and providing free job-exposure field trips to local kids the week of the show. Designating East Harlem's Hot Bread Kitchen the preferred bread vendor for all food vendors and for Governors Ball's own catering.

Providing a free booth for local East Harlem jewelry designer Nicole Romano.

Including East Harlem eco-friendly food truck Neapolitan Express in the food offerings.

"We are so pleased to partner with the Governors Ball Music Festival for a second year," said David Nocenti, Executive Director of Union Settlement. "The event provides job opportunities for young adults in our work-

force development program, and the terrific staff at Founders Entertainment provided our middle school youth with an insider's look at various career opportunities in the music industry. In addition, the event allows Union Settlement to reach out to young people to promote our services and work in the East Harlem community."

"We are extremely grateful to the Governors Ball team for giving us this opportunity to support the families of our fallen heroes. They have shown once again that New York Takes Care Of Its Own," said Arielle Lenza Di Ciollo, Director of Development at the New York Police and Fire Widows' and Children's Benefit Fund. "We hope that the thousands of attendees will take some time in between the all-star performances to stop by and charge their cell phones at our tent. After all, you can't 'Answer the Call' without a working phone."

"This year, Governors Ball is a real testament to public and private partnerships," says PJ Brice, CEO of Cheeky, the paper plate company committed to ending hunger. Cheeky is supplying the festival with plates and cups and helping bring awareness to the issue of food insecurity in New York City and throughout the U.S. through an interactive art installation. "Governors Ball is a good time that does a ton of good for the community."

## About Governors Ball

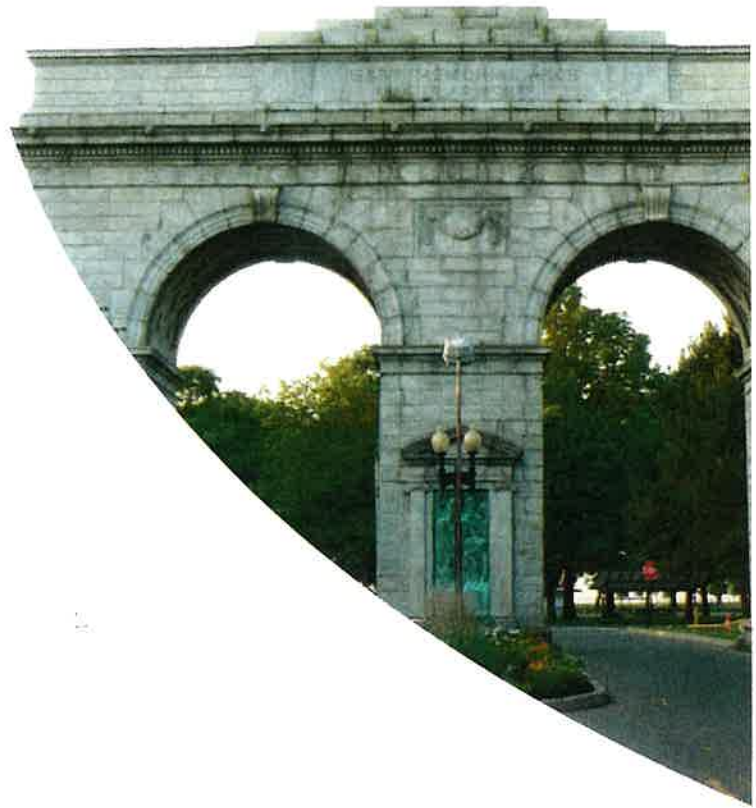
Founded by three New Yorkers and still New York City's biggest homegrown music festival, Governors Ball is poised to celebrate its tenth year with the September 24-26 concert. Governors Ball has also made significant investments in East Harlem businesses and job-placement services for local residents. Past Governors Ball community investments have included significant financial contributions to the New York Police and Fire Widows and Children's Benefit Fund, and to the charitable Mayor's Fund to Advance NYC in the wake of last year's explosion in East Harlem. Governors Ball has also partnered with New York City social service organizations to raise awareness of their efforts to house, feed and clothe some of New York's most vulnerable communities.





# Conclusion

This proposal is for discussion purposes only and does not contain all of the material business or legal terms of the proposed transaction; it is merely intended as the basis for preparation of a draft agreement between Harbor Yard Amphitheater, Founders Entertainment, Live Nation and the City of Bridgeport and subsequent negotiation by the respective parties. The parties mutually intend that neither shall have any binding contractual obligation or liability to the other regarding this matter (including, without limitation, any obligation to negotiate concerning this matter) unless and until formal documentation has been prepared, duly approved and fully executed and delivered by the parties in their sole discretion. Neither party makes any warranty or representation to the other that acceptance of this document will guarantee the execution of an agreement. All costs incurred by either party prior to the full execution and delivery of an agreement by the parties shall be at the sole risk of the party incurring such costs.





August 10, 2021

The meeting of the Board of Park Commissioners was held on Tuesday, August 10, 2021, at 5:00 p.m. This meeting was conducted by Zoom/Teleconference. The public had access to this meeting by calling the following conference line and then entering the conference code:

Dial to join Zoom Meeting by Phone:  
1 (929) 436-2866 US (New York)  
1 (877) 853-5257 US Toll-free  
1 (888) 475 4499 US Toll-free  
Meeting ID: 812 6433 2578  
Passcode: 992419

Mr. Labrador said that this meeting is being conducted with the authority issued by the Governor of the State of Connecticut and read the following:

Tonight's meeting of the Board of Park Commissioner is the regular monthly meeting for August 10, 2021 and is being conducted by electronic means as authorized by Governor Ned Lamont executive order 7B which was issued on March 14, 2020, and which the Public has electronic access to witness this meeting.

The recording and transcription of this meeting will be posted on the City Clerk's website within 7 days.

Mr. Labrador asked that everyone abide by the Governor's request and directives contained in his various executive orders: 7 through 7J, with additional orders to be forthcoming.

#### OPENING CEREMONY

#### ROLL CALL

Present: President Labrador, Vice President Brideau, Commissioners: Cotto, Wade, and Hosier, Clerk Ellen M. Gerrity. Absent was Craig A. Nadrizny, Acting Public Facilities Director, Also, in attendance were Luann Conine, Recreation Superintendent, Stephen Hladun, Special Project's Coordinator, Luis Burgos, Manager of Roadway and Parks Services and Lee Nastu, Recreation Coordinator. with Angel DePara, Database Administrator, presiding as host of the meeting.

After determining there was a quorum, Mr. Labrador called the meeting to order.

#### APPROVAL OF MINUTES OF JUNE 8, 2021 PARKS BOARD MEETING

On a motion made by Mr. Brideau, seconded by Mr. Hosier, it was unanimously voted to approve the minutes as presented.

#### APPROVAL OF MINUTES OF JUNE 28, 2021 SPECIAL BOARD MEETING

On a motion made by Mr. Cotto, seconded by Ms. Wade, it was unanimously voted to approve the minutes as presented.

August 10, 2021

**PUBLIC SPEAKING FORUM:**

\*\*\*Due to the public health emergency, public speaking will be by written testimony only\*\*\*\*\*

Please submit written testimony to [Ellen.Gerrity@bridgeportct.gov](mailto:Ellen.Gerrity@bridgeportct.gov) by 4:30 p.m. on Monday, August 9th\*\*\*

**OLD BUSINESS**

Below, please find the minutes and motion made by the Board of Park Commissioners at their meeting of Tuesday, August 10, 2021, for the Sound-on-Sound Festival at Seaside Park during the weeks of September 17th and September 24, 2022 and the annual use thereafter.

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August 10, 2021

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#### OLD BUSINESS

1. Howard Saffan, Managing Member, Harbor Yard Amphitheater. LLC, requesting to speak to the Parks Board about holding a proposed Seaside Park Festival "Sound on the Sound Festival 2022 on Saturday, September 24, 2022 through Sunday, September 25, 2022 for the Sound-on-Sound Festival, and possibly a Country Festival the weekend of September 17, 2022 through September 18, 2022.

Mr. Saffan said that he appreciates the Commissioners time and efforts.

Mr. Saffan said that they are proposing to have a Sound-on-Sound contemporary music festival, and the second festival would not be a country festival but would rather be a Vibes type festival which in today's parlance is called more of a jam band festival.

He said with him this evening is Jim Koplik, President of Live Nation Connecticut, and Upstate New York, Tom Russell and Jordan Wolowitz Founders Entertainment and creator of the Governors Ball Music Festival and himself who is the principal of Harbor Yard Amphitheater commonly known as the Hartford Healthcare Amphitheater.

He said they are before the Board tonight seeking to bring back the festival business to Seaside Park and are extremely passionate about bringing music to Seaside Park and they feel that there was a tremendous void when the Gathering of the Vibes left Bridgeport and with the opening of the amphitheater here, they would like to make the City of Bridgeport the

August 10, 2021

entertainment capital of Connecticut and they think that the festival, which will bring anywhere from 50,000 to 100,000 people into the City of Bridgeport will do as such.

Mr. Saffon asked Mr. Russell to give the Commissioners a little overview of their proposal.

Mr. Russell said that he is with Founders Entertainment and that their big event, The Governor's Ball has been in New York City for 10 years now, and they are so excited about the opportunity of launching Sound on Sound and a jam band event at Seaside Park.

He said that Sound-on-Sound would be a two-day event that would draw around 35,000 people per day.

He said that there will be two stages and for some illustrative talent examples they were thinking of Stevie Nicks, Lionel Richie, The Lumineers, Eddie Vetter, Leon Bridges, among others.

He said that this programming appeals to a little bit of an older demographic which would be more family focused and, as such, there'll be family activities there and a nice food and beverage program.

Mr. Russell said that the activities, sponsorship activations of course bathrooms and the entire setup of the events will be similar to how the Gathering of the Vibes had it, it will be fully enclosed and fenced off.

He said that there will be scrim on the fence; they are known for producing a top-class world-renowned festival in New York and they would bring the same expertise to Seaside Park for the Sound-on-Sound event.

He said that they work with a concessionaire that focuses on large scale music festivals and they also work on events such as the PGA Tour and Cirque du Soleil.

Mr. Russell said that they also work closely with all State liquor authorities to make sure everything is aboveboard and follow all laws and regulations.

He said they always try to make a big effort to work with local vendors and local community groups as much as possible; this applies to their food and beverage program they commonly reach out to local restaurants, breweries to integrate them into their event and they often work with community groups to run volunteer efforts to further causes that are important to the Community.

He said that oftentimes they like to ask the Parks Board and Department and City Council and local residents as to what issues around them impact them the most and how can they use their program to run a volunteer program that can give back.

August 10, 2021

He said that they have had a lot of success with this at the Governor's Ball with their golf ball give back program.

He said that 10's of thousands of hours has been contributed to helping local food pantries and it is something that they are really proud of, and they work really closely with the New York City Council and the mayor as well.

Mr. Russell said that everything will be ticketed, of course and they run their festivals with RFID technology so people who buy a ticket get a wristband with RFID technology in the mail and when they arrive at the festival, they scan their wristband and they're in.

He said that this allows them to have a lot of control and to have a lot of eyeballs as to how many people are in the venue, where they're moving to make sure that everything is as safe and sound as possible.

Mr. Russell said that about safety, they work with multiple security vendors on all their events, and they work incredibly closely with the local police department, fire department, Economic Development, Mayor's Office, Parks Department, and any organization that touches the event they work very closely with and he is proud to say that they have had one of the best reputations in New York City over the past 10 years.

Mr. Russell said that the jam band event that Mr. Saffan mentioned would be similar to Sound on Sound, but more focused on a certain genre of music jam bands such as modern-day Grateful Dead.

He said that one thing he does want to mention is that for someone who attended the Gathering of the Vibes many times in his younger years; this event will be much better produced and much more buttoned up.

He said that this is something that they would bring to the table and their experience and expertise; between himself, and his team, Howard Saffan and his team, Jim Koplik, and his team,

They are three of the best in the business of what they do, and they are thrilled at the opportunity to bring these unique very cool events to Bridgeport and bring back festivals to the Community.

Mr. Saffan said that he wants to add a little bit to the business plan.

He said that 5% of the gross ticket prices will go to the City of Bridgeport so they are talking about somewhere around \$350,000 to \$500,000 a year, of which a part of the proceeds will go towards the Parks Commission's budget.

He said that additionally, they will pay for all expenses, including police, fire, etc.



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He said that they have already met with economic development, the police chief as well as the fire chief and in addition to all of this, they will annually donate \$50,000 to the Parks Commission for discretionary purposes, specifically for either the parks or the use in the south.

He said that what they are doing is seeking a long-term commitment with the City of Bridgeport and the Parks Commission and their investment will be somewhere between \$5 and \$7 million dollars per festival is substantial and it is truly them saying that they love Bridgeport and want to be a part of Bridgeport and make a long-term commitment.

Mr. Saffan said that they are looking for the use of the parks on an annual basis, the second and third week of September, they believe that the economic impact of both festivals will be as great as \$50 million on the City of Bridgeport.

He said that they are respectfully seeking the Park Boards vote this evening and approval for the weeks of September 17th and September 24, 2022 and the annual use thereafter.

Mr. Saffan thanked the Board and said they are open for any questions the Board may have.

Mr. Labrador said that as Chairman of the Board of Park Commissioners, he is concerned about the safety of the people who attend our parks, on a daily basis, the safety of the people that they may have coming to their event and the safety of their staff during these events.

Mr. Labrador also said that the beauty of Seaside Park has been instilled in him by a previous Parks Director and how we should try to maintain that beauty so the people of Bridgeport can also take advantage of this beauty.

Mr. Saffan said that safety is first and foremost at the amphitheater here and this past Saturday night they had a hip hop/rap show, and he thinks if you ask anybody, you will find that it was incredibly peaceful, it was safe because they overdo it with their security.

He said that they met with the police chief on several occasions and the City of Bridgeport on several occasions, to make sure, everything was mapped out.

He said they always have a plan with the fire department, as well as the police department.

He said that when he formally ran the Webster Bank Area, his reputation in the community was that he always put safety first and foremost.

Mr. Hosier said that the one thing he did not like when the Gathering of the Vibes was at Seaside Park, was the fencing that was put up; he didn't think that it enhanced the park.

He asked if there is any way that they can put banners or enhance the fence to make it look more professional and attractive.

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Mr. Saffan said that when they renovated the baseball stadium their center field was wrapped with graphics because there is nothing that is more distasteful than a chain link fence and at no point whatsoever will that happen at Seaside Park.

He said that aesthetics, is very, important to him and if they've come through the amphitheater, they will see the attention to detail that they take.

He said that Seaside Park is beautiful, and Olmstead had a vision, and they want to enhance that vision and to be able to encompass Long Island Sound, the last thing they would want to do is bring down the people coming into Bridgeport's Seaside Park by seeing a chain link fence.

He said that this will be a very high-end festival with no camping, RV's, or partying; this is something that they can brag about and show off the City of Bridgeport and how beautiful Seaside Park is.

Mr. Hosier thanked Mr. Saffan.

Ms. Wade said that Mr. Saffan answered the questions she was going to ask.

Mr. Cotto asked if Mr. Saffan was looking to secure the dates.

Mr. Saffan said that they are.

Mr. Labrador said that he guesses that they would secure the dates from the Board of Park Commissioners and they would then work out a contract with the City of Bridgeport.

Mr. Saffan said that the way the Gathering of the Vibes did it was to secure the dates then they worked out long-term contract with the City of Bridgeport based on a date schedule then subsequently sit down with Economic Development, then seek approval from the City Council.

Thomas Gill, Director Economic Development said that what the gentleman are looking for is to have a long-term arrangement, so that they can continually be able to look at and book acts during the year because it very hard to have these festivals on a one-shot deal.

He said that in the past, City Attorney Pacacha would draw up the contract and once it is in place it went to the Common Council for their approval as do all contracts.

He said that in New York with the Governor's Ball they have a long-term arrangement and it only makes sense for them to have that same type of arrangement, so that they can have consistency in their planning in their logistics and their setup; so that would they are looking for and what the City of Bridgeport is supporting

August 10, 2021

He said that he sees tremendous economic benefits not only directly but indirectly to the City of Bridgeport.

Mr. Gill said that the first night that the Amphitheatre was open all of the restaurants in the downtown area, including those at Steel Point unfortunately, had to turn people away because they were so booked and that's the kind of economic benefit that the City wants to see happen in the City of Bridgeport on an ongoing basis, so he would strongly recommend that the Commission look at securing those dates on a multiyear basis, as opposed to year to year, so that these gentlemen can plan on a regular basis and enter a contract that not only secures them but also secures the City relative to what they are promising and so forth, so that would be the City's recommendation.

Mr. Hosier said for clarification, the contract goes to the City Attorney's Officer first?

Mr. Gill said that once they establish and hold the dates on an ongoing basis, then the City Attorney's Office would draw up the contract and that contract would be sent to the City Council for approval of the contract only.

Mr. Hosier asked that the Parks Board be sent a copy of the contract.

Mr. Gill said that that once the contract is drawn up and reviewed by the Park Commissioners and everybody is satisfied with the contract, then it would be forwarded to the City Council for their ultimate approval.

Mr. Hosier asked if that was for a lease.

Mr. Gill said that it was.

Mr. Labrador said that what he is hearing from people is that the last event held at the Amphitheater was a financially positive situation for many of the restaurants in the area.

Mr. Saffan said that is correct and they have had several concerts since then, and in fact, today they announced a huge concert that they are proud to say sold out in a matter of minutes, so

He also said that they have book the group Greta Van Fleet for two different nights and you cannot get a room at the Holiday Inn and the restaurants are also already booked up, so the economic impact is huge.

Mr. Labrador asked the Commissioners if they had any other questions for Mr. Saffan and if there are no other questions, he is looking for a motion from the Commissioners to either approve or disapprove their event.

On a motion made by Mr. Hosier, seconded by Mr. Cotto, it was unanimously voted to approve the weeks of September 17th and September 24, 2022 and the annual use, thereafter, pending

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final approval from the City Attorney's Office, Board of Park Commissioners and Common Council.

Mr. Labrador said he is looking forward to seeing the contract and he wishes them much luck with their event.

He said that as long as this is having a positive impact in our city and the community surrounding our city and beautifying our parks, that is something he always looks forward to.

Mr. Saffan thanked the Board for their faith in them and he looks forward to cutting the ribbon next September and they hope that they make the impact that they believe they can for the City of Bridgeport.

On a motion made by Mr. Hosier, seconded by Mr. Cotto, it was unanimously voted to allow Charles M. Carroll to speak to the Board regarding the City of Bridgeport in conjunction with the Barnum Festival's request to hold a firework display at Seaside Park on Sunday, September 5, 2021, with a rain date of Monday, September 6, 2021.

Mr. Carroll said that the firework display event is in celebration of BPT200.

He said that the Barnum Festival was not able to hold their fireworks display in June and since things are getting back to normal, he said that they are requesting to hold the event on Sunday, September 5<sup>th</sup>, with a rain date of September 6, 2021.

Mr. Carroll said that as usual the permit will be signed off by all the City Departments and the proper insurance policy will also be submitted to the City.

Mr. Labrador said that the Barnum Festival has always provided great entertainment to the City of Bridgeport and he wishes them all the best with their event.

Ms. Conine said that she misses Mr. Carroll when he was both Public Facilities Director and Parks Director with the City of Bridgeport and said he got things done.

Ms. Gerrity and other employees reiterated Ms. Conine's sentiments.

Mr. Carroll thanked everyone.

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to approve the event with the usual stipulations.

2. Patrick Dixon, requesting to use the Seaside Park Band Shell and adjacent area to hold a cultural music festival from Thursday, September 16<sup>th</sup> through Saturday, September 18, 2021, to begin at 2:00 p.m. each day.

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On a motion made by Mr. Hosier, seconded by Mr. Brideau, it was unanimously voted to table the event due to lack of representation,

3. Christy Duffy Acevedo, requests to obtain a park permit for the purpose of playing cricket at Seaside Park, in the area at the end of Barnum Boulevard.

Mr. Duffy Acevedo asked that the Minority Enterprise Bridgeport Labs to receive a permit to play amateur cricket at the west end of Seaside Park away from the ball fields.

Mr. Duffy Acevedo said that last time he met with the Parks Board, their location request did not coincide with other teams that that played there.

Mr. Labrador asked if he was looking for a permit to temporary host a few games of cricket at Seaside Park or is he looking to develop something that will be up for a long time?

Mr. Duffy Acevedo said that they are interested in doing a few games in order to get the amateur league interested in Bridgeport.

Mr. Labrador asked if he had spoken to anyone in Parks and Recreation in regard to hosting cricket games at Seaside Park?

Mr. Duffy Acevedo said that Mr. Castillo said he spoke with someone in Parks and Recreation.

Mr. Labrador asked Mr. Nastu, Recreation Coordinator if he had spoken to anyone.

Mr. Nastu said that he had not.

Mr. Labrador asked if a permit would have to be issued for the area in question?

Mr. Nastu said that it would have to be a new permit issued, currently the area is used for overflow parking at Seaside Park.

Mr. Labrador asked Mr. Duffy Acevedo to visit Seaside Park to see if the area will accommodate what they are looking for.

Mr. Cotto asked if the Checkpoints would be open on the dates being requested.

Mr. Labrador said that they can look at that when they visit Seaside Park.

Mr. Labrador said that he wants this to work out for him the easiest way possible and at a cost-effective way.

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Mr. Labrador asked Mr. Duffy Acevedo to make an appointment to visit Seaside Park with Luis Burgos, Manager Parks and Recreation, and Lee Nastu, Recreation Coordinator to scout out an acceptable location for a cricket field.

Luann Conine, Recreation asked that she be included when they go to the site.

Mr. Brideau asked that the meeting be held and to get their location and dates and to come back to the Park Board for approval.

Mr. Duffy Acevedo said that he is asking for a process to be done that makes sense for the parks.

Mr. Duffy Acevedo said that he knows that this is not an overnight process, but he does need the Parks Board and Parks and Recreation Department's help.

Mr. Duffy Acevedo thanked the Board for their help, and he will speak with personnel of the Parks and Recreation Department.

#### NEW BUSINESS

4. Gail Robinson, Ph.D., President, and Rick Landau, Member, Ash Creek Conservation Association, Inc., 20 Haddon Street, #3, Bridgeport, CT, requesting to speak to the Park Board regarding the sandspit at St. Mary's-by-the-Sea at the mouth of the Ash Creek tidal estuary.

Ms. Robinson thanked the Board for allowing them to bring this issue to their attention.

Ms. Robinson shared photos of the Sandspit with the Board

She said that they are coming before the Parks Board Commissioners because Mayor Ganim suggested that they address the Board on this issue in terms of the erosion.

She said that they want to go through the photos to show them a comparison of the sandspit 10 years ago and an aerial photo of what it looks like now.

She said that it lost a lot of land and it is narrower, shorter, and also lower in height.

She showed another view of the sandspit, Great Marsh Island and the channel that Fairfield dredges for their marina and what it would look like if they lost the sandspit.

She said that within 15 years they are projected to lose the sand spit and if they lose the sand spit, they will also lose Great Marsh Island and then the rest of the title wetlands would be destroyed.

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She said that the sand spit used to be entirely in Bridgeport, but in 1954 Fairfield acquired the rights to the tip of the of the sand spit so it has to be jointly managed by both Fairfield and Bridgeport.

She said that they are concerned about the sands spit because they could see it was eroding so they commissioned a scientific analysis of the sand spit after the 2019 dredging by Fairfield where there was a lot of damage.

She said that Brian Quinn of One Nature and Steven Danzer PhD & Associates LLC, who've done a number of projects for them, including their master plan in 2012, and they discovered a loss of 60 linear feet.

She said that they also found that the high point of the sandspit had retreated, so they lost height and linear feet in the sand spit and they have projected that if nothing is done it will disappear in 15 years by 2036.

Ms. Robinson said that if the sandspit goes, they will also lose Great Marsh Island and they have already lost 25,000 square feet of the island.

She said that that may be due to increased wave action caused by the reduction in the size of the sandspit.

She said that they have a number of homes that are going to be affected if they lose the sandspit, Great Marsh Island and the title wetlands.

She showed multiple areas that could become chronically inundated because the title wetlands serve as a sponge and the sand spit attenuates waves from storms as they come in and Great Marsh Island serves as a second barrier to the waves, as they come in.

Ms. Robinson said that Storm Sandy was not even a category 1 storm, so if we get a category 1 or category 2 hurricane, it could take out the sand spit in one shot.

She said that what is causing the erosion, are natural events like larger unpredictable storms, rising sea levels from global warming and the Fairfield jetty that prevents sand from coming down the coastline, the dredging that they have been doing since the 1950s removes sand from the sandspit and they do not put it back on the sandspit.

She said that Fairfield's last dredging was the worst and it caused them to contact the Town of Fairfield and Connecticut DEEP, and it was DEEP who requested more information and that resulted in them commissioning the scientific report.

Ms. Robinson said that the dredging trends from Fairfield have been increasing greatly over the past few years, and the reason Fairfield is giving is that the boats are getting larger they have bigger hulls.

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She said that we shouldn't let our title wetlands be destroyed to accommodate boaters at the Marina.

She said that the boaters are not going to go away, but the dredging does not have to be so aggressive.

She said that they made recommendations for Fairfield dredging: 1) a five-year permit when the renewal comes up in 2023, and that is something that Bridgeport has a say in. 2) Stopping the trend of deeper and wider dredging to accommodate larger boats. 3) Protect the title wetlands and then replenishing the sand on the sand spit every time they dredge instead of taking the sand and putting it on Jennings beach and 4) Remediating the damage that was done by the 2019 dredging.

Ms. Robinson said that what they would like to see is for Fairfield and Bridgeport to use Federal funds for habitat restoration of the sand spit.

She said that there is over 3 billion dollars of funds that are being released during this administration from the Federal Government for things like habitat restoration and they actually have a shovel ready plan that they created in 2014 and they almost had Fairfield and Bridgeport to agree to move forward with it and use the funds from Storm Sandy, but unfortunately that did not happen; there was a change in the administrations in both municipalities and by the time everything was in place the people in charge were gone.

She said that they would like to see Fairfield and Bridgeport to jointly manage the title estuary, including the sandspit, because this is our title wetlands, and they are really precious, and we do not want to see them go away.

She said that they have the shovel ready plan which has to be updated, for the conditions that the sandspit is in now; the cost was about \$300,000 back in 2014 but is probably \$500,000 by now because construction costs have gone up and there has been greater deterioration of the sand spit.

She said that they have been trying to set up meetings with officials in Fairfield and Bridgeport to explain the erosion problem.

She said that Fairfield's first select woman agreed that they could meet with officials in her municipality, and as soon as their Director of Conservation comes on board, they will be meeting with that person their City Engineer Bill Hurley and others.

She said that they have been trying to get a meeting going with officials in Bridgeport and they have turned them over to the Board of Park Commissioners.

She said that they were able to get Steve Stafstrom to get the Connecticut Deep to ask Fairfield and Bridgeport to join them in a meeting in the fall as well as themselves, to address this larger erosion issue and the 2019 dredging destruction.



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She said that they want to go after this major funding and implementation, but it is not their land it is Fairfield and Bridgeport's land, so of course they have to go through the municipalities, but they are willing to help out and partner, just like they have on the park restoration, because they know Bridgeport does not have a Conservation Commission.

She said they eventually would like Fairfield and Bridgeport to jointly manage the title estuary.

Mr. Labrador said he does not know a lot about dredging but he thought the Army Corp. of Engineers would be involved in this project.

Ms. Robinson said that they are, but they always ask them to refer people over to Bridgeport's Conservation Committee, but Bridgeport does not have a Conservation Committee.

She said that they would like to speak to City Engineer Jon Urquidi, or whatever equivalent to the same officials in Fairfield.

She said that she would like to fill people in and just have a discussion with the right Bridgeport officials, and she understands that the Parks Commission are not experts but maybe the Board could influence the proper City Officials to meet with the and the Connecticut DEEP.

Mr. Labrador said that he would like to go out to the site to see it for himself and see what they are speaking about.

Ms. Robinson said that the Parks Manager Luis Burgos and Deputy CAO Director John Gomes, and their Council representative have already gone done to the site and they would be happy if he walked the site also.

Mr. Labrador said he will also make a call to the Mayor's Office to convey to them what they are going through.

Ms. Robinson thanked the Board for listening to her this evening.

Ms. Donna Curran said that she is on the Board of the Ash Creek Conservation Commission and wanted to thank the Board for listening to them tonight and said that the area they are talking about is like an extension of St. Mary's By-The-Sea and it is a passive park where people come to sit and fish and although it is not safe to swim, it is part of the beautiful coastline that extends from the Fairfield boundary all the way up through Seaside Park.

She said that they feel that while the Parks Board may not have the engineering expertise, they certainly have the protection and the love of the parks, on their part of the mission they are hoping for and they will be able to help them and thanked the Parks Board very much.

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5. Pete Spain, 280 Grovers Avenue, Bridgeport, CT to speak about the Preserve at St. Mary's-by-the-Sea, 1.7-acre Bridgeport public park and its restoration.

Mr. Spain said it was great to Gail Robinson, President, Ash Creek Conservation Association who had a big part in the restoration of the park restoration.

Mr. Spain said that he appreciates the Board hearing him tonight.

Mr. Spain said that he loves coming before the Parks Board, they are the most solution minded unpaid Board of public servants he has ever seen.

Mr. Spain shared a picture taken in the past couple months of the restored Preserve at St. Mary's by-the-Sea. He said that Parks Board will remember this park costal woodlands just across the street from the sandpit they were just talking about.

He said that the park used to be an overrun weed patch with invasive plants and trees like the Tree of Heaven "Ailanthus".

He showed what the park looked like in 2018 and how it looks today with all the new native planting, put there thanks to donations by Gail Robinson, Donna Curran, Bruce Hubler, Rick and Barbara Landau and himself.

He said that this is an exciting project because when people go to St. Mary's By-the-Sea they are experiencing this transformation.

Mr. Spain said that with the nontoxic removal and persistent mitigation of invasives like that Tree of Heaven planting of soil tolerant native trees and shrubs or a better city park that over time they think it will contain the invasive, reduce maintenance, and boost resiliency in the park.

He said that it is astounding with recent donations that they are now up to almost \$50,000, with private donations made to the Ash Creek Conservation Association, with a recent donation of \$10,000 from the Vincent J. Coates Foundation and an additional \$500 donation from Bruce Hubler for quality native trees(s) to support and speed progress to date with keeping their community engaged.

Mr. Spain said that to date, over 50 native trees have been planted within the beautifully fenced area of the park that Steve Hladun and Luis Burgos did a great job in getting the great contractor that won the bid.

He said that the memorial stone was beautifully placed, and the clovers seeded in front, which is great for our pollinators and for reducing erosion and mowing.

Mr. Spain recommended that the Parks Board read the book "The Nature of Oaks", by Douglas W. Tallamy.

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He said in the book it states “that if we get rid of all the native plant and trees in the park there will be 96% less food in the trees and bushes for our wonderful birds and caterpillars and all those great butterflies, but if you get natives like they are doing now you more than double the food for the native’s wildlife”, which is great, so if you don't want to read the book please watch the video.

Mr. Spain said that they are two years in now working at the park and they wanted to take a closer look on the grounds, and at the end of March they enlisted arborists’ from Oliver Nurseries & Design Associates to take a closer look at the park.

He said that they wanted to get a third party to review how are they were doing and arborists from Oliver’s came over for free and were impressed with what they have done so far.

He said that there were a couple things that they could learn from though, when we bring trees in that we pay, we should make sure that they were not damaged in the process and we should not accept damaged trees.

Oliver’s also noticed that some of the trees were planted about 10 inches deep and that means that in five years those trees would be dying.

He said that with funds raised from the Community and with great cooperation from Steve Hladun and Luis Burgos from the Parks Department they got Oliver’s to dig the trees up, raise, replant, feed and fix them and then they used organic sustain and currently the trees are looking really nice,

He said that they even have some new plantings such as the Pin Oak which can be home to more than 500 species of caterpillar and the American Holly which both will be here beyond our lifetime and they are going to provide shade and beautiful park land for generations.

He said that the Parks Department has done great maintenance, they had a dead stick tree removed by Northeast Horticulture in late July.

He said that Steve Hladun also kept on top of important things such as taking care of the Emerald Ash Borer infestations that could have really gone on to spread, but he got professionals in and contained it.

Mr. Spain said also removed was the Spotted Lanternfly which is a threat to 50% of hardwoods and fruit trees in our northeast section, by getting rid of the invasive’ s, like the Tree of Heaven, which was their host, to take over.

Mr. Spain said that he is here tonight to request the Park Board and Parks Department’s help to get a second cardboard application sometime by the end of the year in the area of the fence where there's still islands of these invasive mugwort.

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Mr. Labrador said that he would like to sit down with Mr. Hladun, Mr. Burgos, and Mr. Nadrizny to see exactly what supplies they have or what they will need to get in order to do the job and they would be more than happy to help out in whatever way they can.

Mr. Spain that he appreciates the Park Board's cooperation, and he understands there are details to work out.

He said that they will keep watering the area and have used 2,400 gallons so far which has cost them less than \$50.00, which was paid by the ACCA and because the neighbors let them do it; they did not have to go through the Aquarion Water Company.

He said that they would like to finish the native plantings with Oliver's Nurseries for the rest of the year and into 2023, which will be paid for by ACCA, community donations and in cooperation with the Parks and Recreation Department.

Mr. Spain said that lastly, they have planted \$1,000.00 worth of clover near the outside of the fence called the meadow area, he requests that the Parks Department let the clover grow by not mowing low.

Mr. Labrador asked if he could meet Mr. Spain on Thursday and Mr. Spain agreed.

Mr. Spain said that as always it was his great pleasure meeting with the Board of Park Commissioners and wished them a good night.

6. Charlie Dowd, Deputy Athletic Director, Sacred Heart University, requesting to speak to the Board regarding to hold a Cross Country Meet at the D. Fairchild Wheeler Golf Course on Saturday, October 15, 2022, and to explore the possibility to shoot off fireworks at the Golf Course's Black Course's 5<sup>th</sup> fairway on Friday, October 22, 2021.

Mr. Dowd said it was good to see the Commissioners, and he appreciates their time.

He said that as of last Thursday the scoreboard at Veteran's Memorial Park is up and running, and they have done some training on operating it and he has left a message for Lee Nastu to coordinate with him in showing him how to operate the scoreboard.

He said that it is a terrific piece, and he thanks the Board for getting their help in getting it done.

He said that he has a long-term project and a short-term project to ask the Board about.

He said that that his cross-country coach has requested the opportunity to conduct a cross country meet next October 15, 2022, and that the initial event would be a three to five team event approximately three-mile course on the red course, that runs parallel to Park Avenue, and they would have to close the course on Friday approximately 4:00 p.m. to 4:30 p.m. so they could mark off the course with markings that are non-permanent.

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He said that a male and female would run first thing Saturday morning and the golf course would be operational no later than noon.

He said that he has spoken with the Pro Stephen Roach who would know how many people that would usually play at that time and they would reimburse greens fees for that time

He said that he is sure that Mr. Roach has the historical data for how many golfers that would be golfing on the third Friday and Saturday in October of each year.

He said that the red course is optimal for a cross country race, it would be challenging but is flat enough so it wouldn't impact, the health and welfare of their runners.

Mr. Dowd said that Christian Morrison who is their longtime cross-country coach has run on the course in the evening and he thinks it would be a great way to bring some outside folks into Bridgeport from a spectator perspective as well as showcase one of the two jewels of the two jewels of the Golf Course, the red course.

Mr. Dowd asked that the Board consider Sacred Heart's request.

Mr. Labrador said that he would like to visit the site with him to see exactly where they would run.

Mr. Dowd said that he would welcome that opportunity.

Mr. Labrador asked Mr. Brideau who is a golfer if he has any questions.

Mr. Brideau asked Mr. Dowd why they want to use Fairchild Wheeler Golf Course instead of using their own golf course Great River.

Mr. Dowd said that the Fairchild Wheeler Golf Course is adjacent to Sacred Heart University and that Great River is slanted and would be a challenge for the runners and it would not be a healthy scenario for the runners

Mr. Brideau said that he does not understand; he said that the golf course is busy all during the year especial at that time.

He said that he thinks the golfers would be very unhappy with this idea.

He said that the golfers might understand a golf tournament but not a track meet.

Mr. Dowd said that he understands, and that is why he has asked Mr. Roach about the green's fees during that time, how many golfers it would impact and whether or not the Black Course could accommodate them.

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Mr. Dowd said that it would be two to three hours on the Friday and two to three hours on a Saturday.

Mr. Brideau said that he does not think this is a good idea.

Mr. Dowd said that he understands, and he would like to take Labrador's offer up and ride with them on the course and show him the cross-country site and revisit this vote at another time.

Mr. Brideau said that he does not think the fireworks is a good idea either.

Mr. Dowd said that they have done this in the past when Charles Carroll was Public Facilities Director without causing any damage to the golf course.

He said that that would contact Zambelli Fireworks who he has contracted with many times before at the Blue Fish Ball Park and has never had an incident with them before.

He said that they would have their cleanup crews on the course at 5:00 a.m. the next morning in time for the course opening.

He said that they would be open to reimburse any lost greens fees.

Mr. Brideau said that they would definitely need to reimburse green fees because they would have a lot of people playing on the course at that time.

Mr. Dowd said that he walked the golf course two weeks ago anticipating this meeting and the golf course is in terrific shape and they intend to leave it in terrific shape; he is just waiting for Mr. Roach to give them the detailed numbers regarding greens fees at that time.

Mr. Labrador asked if any other Commissioners had any questions.

Ms. Conine thanked Mr. Brideau for speaking up.

Ms. Wade asked why they do not want to have the fireworks at Veteran's Memorial Park?

Mr. Dowd said that the fireworks would be part of the first day of basketball practice and their student athletes and students will come out to the football field to observe them.

He said that they would love to have the fireworks there, but they need 400 feet of space, which is required by the state to set up the fireworks in order to be safe and you have to be at least 400 feet away from spectators when you're setting up fireworks.

Ms. Wade asked Mr. Dowd if they had notified Cambridge Manor that they may have fireworks at that time.

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Mr. Dowd said that if they are approved, they would definitely make them aware of the fireworks display.

Mr. Labrador said that he would like to take a ride over to the area for the meet and fireworks display so he can get back to the Board on his observance of the area.

Mr. Dowd said that the fireworks decision would have to be done in a timely manner since the state permitting process is a timely issue and then they also have to get on their calendar of events, but if Mr. Labrador is available sometime later this week, he would be happy to do so.

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously voted to deny both requests.

7. Frederick T. Garrity, Jr., Executive Director CT United Ride, requesting to end the 20<sup>th</sup> Annual CT United Ride on Saturday September 11, 2021, at the Seaside Park Casino Bathhouse area. Their main sponsor is the Uniformed Professional Firefighters Association of CT (UPFFA of CT) and all monies raised over expenses go to the CT State Firefighters Emergency Relief Fund, and CT Police Officers Relief funds (The Hundred Club of CT).

Mr. Garrity said that they are again asking to end the CT United Ride at Seaside Park on Saturday, September 11, 2021.

He thanked the Board and City of Bridgeport for their 20-year partnership and said the reason they have had such a successful event is because they have such a beautiful spot where they land every year.

He said that last year was the first year they were unable to hold the event due to the pandemic that took over everyone.

He said that this year they are starting from Sherwood Island because their usual starting point has too much construction equipment on it.

Mr. Garrity said that will follow the same route, they will be there at the same time, and on behalf of the uniform professional firefighters they are asking to again have permission to end the Connecticut United Ride at Seaside Park as they've done for the past 20 years.

He said that this year they are dedicating the ride to Connecticut State Trooper Eugene Kenneth Baron, Jr, who died in May 2020 from cancer contracted while he assisted at Ground Zero; New Haven firefighter Ricardo Torres, Jr, who died in May 2021 from injuries sustained on the scene of a house fire; and New Haven Fire Lieutenant Samod Rankins, who was critically injured in the same house fire that took the life of Torres.

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He said that New Haven fire fighters will be there as well at state and local police along with the governor and senators at the start of the ride.

He said that Bridgeport is a very strong part of the ride and as Mr. Cotto knows when Bridgeport police helped get the ride off the ground in 2001 two weeks after 911 and we are proud to continue the ride and again and ask for the Park Board's support yet again after 20 years.

Mr. Labrador asked if the Commissioners had any questions?

Mr. Cotto said that his only concern is that the COVID guidelines are met so there are no problems.

Mr. Labrador said that the permit Mr. Garrity must have signed off will make sure that they follow all COVID rules.

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to approve the event with the usual stipulations.

Mr. Labrador wished Mr. Garrity success with his ride, he knows they do a great job and asked him to thank his volunteers for the service that they provide to a cause he's been doing for over 20 years.

Mr. Garrity thanked the Commissioners and said that as they know the ride has grown since their first year with 500 people that went for the ride to now where he is having meeting with the state and local police officers in ten towns and the hundred cadets that help with traffic and the Park Commissioners that are a big part of the ride.

Mr. Labrador thanked Mr. Garrity and said it has been a pleasure to have met him and to see that he continues to fight the fight for those that cannot, and he wishes him a lot of success and may the good Lord continue to guide and protect him and his people for many years to come.

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to approve the event with the usual stipulations.

8. Scott Griffin, Cooperative Educational Services, 40 Lindeman Drive, Trumbull, CT, requesting to hold their Run/Walk at Seaside Park on Saturday, October 16, 2021, from 7:00 a.m. until 11:00 a.m. with a set-up time of 7:00 a.m. and clean-up of 10:00 a.m.

Mr. Griffin said that this is their 14<sup>th</sup> annual race, with 10 of them at Seaside Park.

He said that their race is a fundraiser for their schools and programs at Cooperative Educational Services, that that includes Six to Six Magnet School in Bridgeport, school readiness programs they have for children who live in Bridgeport, Special Education



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Division and Arts High School Regional Center for the Arts in Trumbull which is a regional part time magnet art school for kids from all over the area.

Mr. Griffin said that they have made plans for COVID issues such as eliminating same day registration and distributing the bibs and shirts beforehand to minimize any kind of congregating at the site.

He said that the award ceremony will be short and might even mail things to people.

Mr. Labrador asked if there was any problem with the run in 2019.

Ms. Nastu and Mr. Burgos both said that they have not have any problems with the run in the past.

Mr. Griffin said that their walk/run begins at the west end bathhouse where they stay on the sidewalk, walk to the end, turn around and come back along the beach.

On a motion made by Mr. Cotto, seconded by Mr. Hosier, it was unanimously voted to approve the event with the usual stipulations.

Mr. Griffin thanked the Commissioners.

9. Marcia D. Fountain, Minority Entrepreneurs Training Association, Inc. 1245 Main Street, Bridgeport, CT, requesting to hold a concert at McLevy Park on Saturday, September 18, 2021, from 1:00 a.m. until 5:00 p.m., with a set-up time of 9:00 a.m., with approximately 125 people in attendance.

Ms. Gerrity said that Ms. Fountain has rescinded her request.

On a motion made by Ms. Wade, seconded by Mr. Cotto, it was unanimously voted to remove the item from the table.

10. Nina Gibson, Black Rock Community, 2470 Fairfield Avenue, Bridgeport, CT, requesting to hold their annual Black Rock Day at Ellsworth Park on Sunday, October 3, 2021, from 12:00 p.m. until 5:00 pm.

Scott Gibson spoke on behalf of Nina Gibson.

Mr. Gibson said that their Black Rock festivities typically happen the 2<sup>nd</sup> Sunday in June, but because of COVID, they postponed the event until October 3<sup>rd</sup>.

He said that this will not be the full-fledged festival they usually hold but they will have a concert and some food will be sold.

Mr. Labrador said that he should be aware that if things change with COVID, they will have to follow any guidelines that State of Connecticut may mandate.

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On a motion made by Mr. Brideau, seconded by Mr. Hosier, it was unanimously voted to approve the event with the usual stipulations.

11. Kate Pigue, Norma Pfriem Breast Center at Bridgeport Hospital, 111 Beach Road, Fairfield, CT, requesting to hold their Annual Breast Cancer Walk beginning at the Seaside Park Band Shell, on Sunday, October 3, 2021, from 8:30 a.m. until 10:00 a.m. with a set-up time of 7:30 a.m. and clean-up beginning at 10:00 a.m.

Ms. Pique said that she is from the Norma Pfriem Breast Center which is part of Bridgeport Hospital and Smilow Cancer Hospital and they are requesting to use the Seaside Park Band Shell this year for what will be the 3<sup>rd</sup> Annual Walk at Seaside Park and the 4<sup>th</sup> one altogether.

She said that they have the full support from the Mayor's Office and the Police and Fire Departments.

She said in the past they held the event at the Casino Bathhouse, but this year they would like to start their event from the Band Shell for two dual purposes, one being that the walk is getting bigger with more people coming out to support the cancer walk and secondly because of the Delta variant they can make sure there is ample distance space for everyone to social distance.

She said that the walk would start at the Band Shell and would do a full loop around back to the Band Shell.

Ms. Wade said that she is in favor of the walk since her mother died of breast cancer.

Mr. Brideau said that he is also in favor of the event and said that his wife is a breast cancer survivor.

Mr. Labrador also said that he lost his mother-in-law to breast cancer and he is in favor of the event.

On a motion made by Mr. Cotto, seconded by Ms. Wade, it was unanimously voted to approve the event with the usual stipulations.

Ms. Pique asked if it was possible to put their banner on the Band Shell for the month of October to remind people to get their mammogram.

Mr. Labrador said that he is not opposed to putting the banner on the Band Shell, but usually people put their banner up the day of their event, and it is removed the next day.

Mr. Labrador asked Mr. Burgos if he would be able to put the banner up for the one day.

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Mr. Burgos said that they can get the banner up for that day and expressed his concern about vandalism if the banner was left up for more than a day.

Ms. Pique agreed and thanked the Board for their approval.

12. Ms. Bobbi Brown, #100 Girls Leading Inc., 285 Hollister Avenue, Bridgeport, requesting to hold her girls mentoring event on Saturday, June 4, 2022, at McLevy Park, from 1:00 p.m. until 5:30 p.m., with a set-up time of 12:00 p.m. and clean-up time of 6:00 p.m.

Ms. Brown thanked the Board for the opportunity to speak to them.

She said that she is presenting the Board with 100 Girls Leading 2022, where they will be celebrating the power of mentorship for young ladies of color reminding them of the power of community and inviting women and young girls from all over Bridgeport in partnership with the Bridgeport Board of Education, to make sure that our girls are receiving the mentorship as needed.

She said that their theme this year is OK, Ladies Let's Improve Our Climate, reminding girls to recycle and to take care of Mother Earth and to take active roles in their Community.

They are also partnering with GBAPP and a few other organizations.

She said that some women that are being highlighted are community leaders and CEO's and women organizers who have done this before.

Ms. Brown said that they are taking this opportunity with these girls to make sure that they have an opportunity to learn about the environment, cleaning and all the projects that they'll do on that day.

Mr. Labrador thanked Ms. Brown for everything she does and wished her much luck with her event.

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously to approve their event with the usual stipulations.

Ms. Brown thanked the Commissioners for saying yes to her girls.

13. Razul Branch and Natalie Pryce, Bridgeport Arts and Cultural Council, 1001 Main Street, Ste 14, Bridgeport, CT, requesting to hold a concert at McLevy Park on Thursday, August 26, 2021, from 5:00 p.m. until 10:00 p.m. with a set-up time of 3:30 p.m. and clean-up at 9:30 p.m. with approximately 2,500 people in attendance.

Ms. Gerrity said that Mr. Branch and Ms. Pryce have rescinded their request due to the uptick in COVID cases.

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On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously voted to remove the item from the table.

14. Rich McCarty, University of Bridgeport, 126 Park Avenue, Bridgeport, CT, requesting to hold their run at Seaside Park on Saturday, October 23, 2021, from 8:30 a.m. until 9:30 a.m. with a set-up time of 7:30 a.m. and clean-up at 10:00 a.m.

Mr. McCarty said that they are restoring their homecoming day for October 23, 2021, and would like to begin the proceedings on Saturday, with the Purple Night 5-K run as they have done in the past.

He said that they work with their security team who works very well with the Bridgeport Police Department and others to create a safe environment and they will be following all COVID guidelines.

Mr. McCarty said that they would be running the same route as they have in the past and will remain consistent to the map previously submitted.

On a motion made by Mr. Brideau, seconded by Ms. Wade, it was unanimously voted to approve the event with the usual stipulations.

Mr. Labrador thanked Mr. McCarty and wished him much luck with his run.

Mr. McCarty thanked the Commissioners and said they are entering a new era at the University and they are grateful for everyone's support.

## REPORTS

### COMMISSIONER'S REPORT

Mr. Hosier made the following statement: Fellow colleagues approximately one year ago, after the mayor removed the Columbus statue from Seaside Park, without the authorization of the Parks Board and in violation of the Charter, the Parks Board passed through a resolution authorizing the Director of Public Facilities, to reinstall the statue to its rightful place.

As the statue was being prepared for reinstallation, the City stopped the effort. Therefore, we are calling on the Mayor to honor the Charter and the authority vested in the Parks Board to return the statue to its perch at Seaside Park.

Mr. Labrador said that the Christopher Columbus statue was taken down without the permission of the Board of Park Commissioners and the Parks Board asked the City to please have the statue put back up and pay for the installation since the Parks Board did not initiate the removal.

He said he hopes that the statue will be put back up without it being a difficult process.

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Mr. Hladun said that Craig Nadrizny was out of the office today so he will address the Director's Report.

## DIRECTOR'S REPORT

CRAIG A. NADRIZNY, ACTING PUBLIC FACILITIES DIRECTOR

Mr. Hladun read the Director's report:

### Park Projects:

- Court Crack Repairs and Resurfacing: Glenwood Park, Central High School / Kennedy Stadium in progress. Next locations include Puglio, Washington Basketball Courts (Full Post-Tension Concrete reconstruction) and Newfield Basketball Courts. The practice wall at Glenwood is to be repaired by the Public Facilities Building Maintenance Division.
- D. Fairchild Wheeler Memorial Golf Course:
  - Irrigation Repairs are in progress.
  - Repair work in progress on the 8 Black cart path.
  - Stumps have been grinded to date.
- Seaside Park
  - Renovations are slated to start in August on the walking track in front of bandshell.
  - New water fountains with bottle fillers are in the process of being installed with Public Facilities Building Maintenance.
  - Dugout Bench Installations are planned for Seaside Park Diamonds 6 and 7.
- Washington Park
  - Tree trimming to raise canopy has been completed in July.
  - Curbing around splash pad to be installed.
  - Painting of gazebo, decorative lights and other amenities is planned.
  - Parks Dept. is looking at enhancing the existing splash pad with upright play features.

### Recreation Dept.

- The Seaside Park Summer Day Camp will conclude on Friday 8/13. This year's camp was attended by (80) Bridgeport youths ages 5 through 12. Daily activities at the camp included arts and crafts, athletics, and swimming. A few camp highlights this year included field trips to the Beardsley Zoo, Bow Tie Cinemas, Roller Magic, Skateland & Lake Compounce Amusement Park.
- Park Checkpoints at Seaside Park and Beardsley Park and staffing at Pleasure Beach continue to be operated daily through Labor Day Weekend.
- Lifeguards are staffed daily at Seaside Park and Pleasure Beach.

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- Park Event Permits, Park Stickers, and Ballfield Permits are being issued at the Parks Office.

Mr. Nadrizny had no further business.

Mr. Labrador thanked Mr. Hladun for the report.

Mr. Labrador wanted to commend Craig Nadrizny, Luann Conine, Luis Burgos, Stephen Hladun and Lee Nastu for going above and beyond the call of their duties.

He said that he has drove through the parks during the summer months and has witnessed firsthand all the work they have done in the parks with staffing of the lifeguards, checkpoints, summer camps and the maintenance personnel which has been especially hard during these COVID days.

He said that it would be very hard for anyone to try to fit in their shoes and accomplish the things they do in a single day.

He wanted them to know he appreciates all of their hard work and what it means to him personally.

Mr. Hladun said that he appreciates all of Mr. Labrador's support.

Ms. Gerrity said she would like to introduce Tatiana Urena who will be attending the Parks Board meetings, compiling the Parks Board agenda, and taking care of all correspondence, permits and approval letters after they have been approved.

She said that the City will be hiring a stenographer to do the actual Parks Board minutes.

Ms. Urena said that this is her first meeting, and it is a lot to take in.

She said that it is an honor to work with the Parks Board Commissioners.

She said that she knows that the Parks Board does a lot of good things behind the scenes with the parks that people do not see.

She said that she is a resident of Bridgeport born and raised and has many fond memories of Seaside Park growing up and spending her summers with her dad and brother and family and now she brings her own children to the parks.

She said that she knows that she will have a good relationship with the Board and she also knows that she has big shoes to fill as Ellen is leaving.

She said that she is indebted to Ellen with everything that she's been teaching her and training her on.

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Ms. Urena said that a lot of credit goes to her that she feels is overdue and a lot of people do not recognize the work she has done over the years.

She said that speaking from Payroll Clerk's point of view, it is unbelievable the amount of work Ellen has been doing over the years and that she gives kudos to her and is going to miss her so much; but knows that she will only be a phone call away for any support or guidance that she will need in this new position.

She also hopes that she can call on the Park Commissioners in the future as did Ellen and hopes that she can gain the same love and respect from the Commissioners and she did.

Ms. Urena said that she only wants the best for our City and parks and wants to see Seaside Park and all the other parks to continue to grow so that we can raise our families and have new great experiences.

Mr. Labrador welcomed Ms. Urena to the Parks Board and hopes the good Lord will continue to bless her.

Ms. Urena thanked the Board for their support.

Mr. Hladun said that he and the others in the Parks Department will be there to help her in any way they can.

Mr. Brideau said that it is with regret that this will be his last meeting as he is resigning from the Board of Park Commissioners as of tonight.

He said that he has served through three administrations including Mayor Fabrizi, Mayor Finch and Mayor Ganim.

He said that the years have been enjoyable and he has enjoyed working with them all of the Park Commissioners throughout the years.

He said that he wishes the best for the Board and hopes everything in the future works out well for the Parks Board and Parks Department.

He said that again, he thanks them for everything they have done for him and hopes to see them again in the future.

Ms. Gerrity thanked Mr. Brideau for serving on the Board and said that he will be missed.

Mr. Cotto said that you know when your time comes, and he thanked him for his service.

Mr. Hosier said that from his heart, he is going to be missed.

Mr. Brideau thanked the Board.

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Mr. Labrador said that he will miss Mr. Brideau dearly, he has always appreciated the work that he put into the Parks Board and his work with the golf course and when he gets his golf game going, he hopes they can play a round of golf together in the future.

Mr. Brideau agreed and said that they definitely will.

ADJOURNMENT

On a motion made by Mr. Brideau, seconded by Mr. Cotto, it was unanimously voted to adjourn the meeting at 7:40 p.m.

Respectfully submitted,

*Ellen M. Gerrity*

Ellen M. Gerrity  
Clerk