



JOSEPH P. GANIM
Mayor

City of Bridgeport

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

COMM. #76-25 Ref'd to ECD&E Committee on 6/1/2026



THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

May 27, 2026

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

**Re: Easement Agreement 1130 Broad Street
For UI Underground Vault & Electric Infrastructure at Baldwin Plaza**

Request for Public Hearing at City Council Meeting of June 1, 2026

Referral to ECDE Committee for its Meeting of May 20, 2026

Dear City Clerk:

Attached, please find a resolution that would authorize the City of Bridgeport to grant to the UI Company, for consideration, a permanent easement over a 650 square-foot subterranean area of 1130 Broad Street, which is Baldwin Plaza, in order to allow UI to install a subterranean electrical vault and related electrical service infrastructure.

This installation will provide for the electrical upgrades required to serve The Post Hotel being developed at 49 Cannon Street. The upgrades will also serve the broader area's future needs.

This item requires a public hearing which OPED requests be held by the full Council at its meeting of June 15, 2026.

We ask that this item be included on the City Council Agenda of June 1, 2026, for referral to the Economic Development and Environment Committee. OPED requests the the ECDE Committee consider the matter at its regularly scheduled meeting of Wednesday, June 17, 2026.

Sincerely,

Max Perez
Special Projects Manager

C: Tom Gill, Director
James Maye, Associate City Attorney

**Resolution Granting
a
Permanent Easement to the United Illuminating Company
for the
Installation and Maintenance
of an
Underground Electrical Vault and Related Infrastructure
located beneath
Baldwin Plaza (aka 1130 Broad Street)**

WHEREAS, the United Illuminating Company (“UI”) is the regulated electric utility company that serves Greater Bridgeport;

WHEREAS, in order to meet the demand for electrical service to be required by the new Post Hotel currently under construction at 49 Cannon Street, as well as to anticipate and provide for future electrical needs downtown, UI proposes to install a new subterranean electrical vault and related subterranean electrical infrastructure (the “**Infrastructure**”) in an approximately 650 square-foot rectangular area (the “**Easement Area**”) depicted in the attached map entitled “*UI Easement Map, dated 01.15.2026,*” (the “**Easement Map**”), attached hereto as **Exhibit B**, and located generally beneath the southwest corner of the public park known as Baldwin Plaza (the “**Park**”), which has a street address of 1130 Broad Street (the “**Property**”);

WHEREAS, the Post Hotel, currently under construction, will restore the original Connecticut Post Building (circa 1892) and expand upon it to provide for approximately 36 new hotel rooms to be complemented by a new rooftop amenity and café and lounge in the heart of downtown;

WHEREAS, the City’s Office of Planning & Economic Development (“**OPED**”) wishes to support the Post Hotel project for the transformative impact it will have upon downtown;

WHEREAS, in order to provide adequate electrical service to the Post Hotel, the UI company requires a permanent easement (the “**Easement**”) under the Property to install and maintain the required Infrastructure.

WHEREAS, the granting of the Easement will not impinge upon the public’s use of the park at Baldwin Plaza;

WHEREAS, UI is obligated to repair any damage it causes to the Park and to the adjacent sidewalk and street, and is obligated to restore such areas to ideal condition;

WHEREAS, at its Special Meeting of December 9, 2025, the Bridgeport Parks Commission voted to authorize the granting of the Easement to UI;

WHEREAS, the attached document, entitled *Underground Vault Utility Easement* (the “**Easement Agreement**”), attached hereto as **Exhibit A**, more particularly describes the location and nature of the Easement, as shall be finalized by the City Attorney’s Office;

WHEREAS, as consideration for the granting of the Easement, the City of Bridgeport shall receive from UI a one-time payment of \$12,330 (twelve thousand three hundred and thirty dollars), with the amount of such payment being equivalent to the appraised value of the Easement as determined by the independent valuation provided by *Kerin and Fazio, LLC as of the Valuation Date of May 11, 2026, in its Real Estate Appraisal Report dated May 20, 2026*, the cover excerpt of which is attached hereto (the “**Appraisal**”) as **Exhibit C**;

WHEREAS, the Easement Agreement will be filed on the Land Records of the City of Bridgeport and shall be recorded as a permanent Easement;

NOW THEREFORE BE IT RESOLVED that, based upon the statements and representations made herein, and as per the City Attorney’s further direction and final review, the Mayor or the Director of OPED is authorized to execute the Easement Agreement consistent with this resolution, and is further authorized to negotiate and to execute such other agreements and to take such other necessary or desirable actions in furtherance of the objectives of this resolution, and consistent with this resolution, in the best interests of the City.

Return to:

The United Illuminating Company
Real Estate & Land Management
180 Marsh Hill Road
Orange, CT 06477-3629

Record in: City of Bridgeport

EXHIBIT A

UNDERGROUND VAULT UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that **THE CITY OF BRIDGEPORT, THROUGH ITS PARKS DEPARTMENT**, with an address of 999 Broad Street, Bridgeport, CT 06604 (hereinafter called "City" or "Grantor"), for valuable consideration received to its full satisfaction of **THE UNITED ILLUMINATING COMPANY**, a corporation organized and existing under the laws of the State of Connecticut and having its principal place of business in the Town of Orange and County of New Haven in the State of Connecticut (hereinafter called "UI" or "Grantee"), does hereby give, grant, bargain, sell and confirm unto Grantee, and unto their respective successors and assigns, forever, the right, privilege and authority to construct, install, maintain, inspect, repair, remove, replace and operate electrical distribution facilities and equipment, including cables, wires, conduits, transformers, switches and related structures and equipment, and any other appurtenances as Grantees may from time to time require (hereinafter collectively called the "Facilities"), under a certain strip of land (hereinafter called the "Easement Area") as described on **Exhibit A** and depicted on **Exhibit B**, a map titled: **EASEMENT MAP SHOWING A PERMANENT EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF AN ELECTRIC VAULT, LAND N/F CITY OF BRIDGEPORT, PARKS DEPARTMENT, 1130 BROAD STREET, BRIDGEPORT, Dated 01/15/2026, Scale: 1" = 20' - 0"**, a copy of which is to be filed at the offices of UI and filed on the City of Bridgeport land records. The aforementioned easement is situated over a certain parcel of land having a physical address of 1130 Broad Street, Bridgeport, Connecticut, having a deed reference of a Warranty Deed signed June 13, 1970 and filed on Volume 1418, Pages 780-786, of the Bridgeport Land Records, as recorded on June 15, 1970.

Together with the right to enter upon the Easement Areas and said piece or parcel of land in the exercise of said right, privilege and authority.

The Grantee, by its acceptance hereof, agrees, for itself and its successors and assigns, that upon completion of any construction, installation, maintenance, inspection, repair, removal, or other growth as may be removed at any time pursuant to the rights herein granted, and all such restoration shall be to pre-disturbance condition, including restoration of trees, brush, roots, flowers, or other growth, using materials, compaction, and finishes to City specifications, within timelines set by the City, and subject to a warranty/repair period as required by the City.

The Grantee, and its contractors, shall maintain Commercial General Liability, Automobile Liability, Workers' Compensation, Umbrella/Excess Liability, and Contractors' Pollution Liability (if applicable). The Grantor shall be named as additional insured, coverage shall be primary and non-contributory, include waivers of subrogation, and certificates and endorsement shall be provided before entry.

Grantee shall have the right, at any time and from time to time, to trim, cut, take down and remove only such trees, parts of trees, limbs, branches, roots, brush, flowers or other growth on, over or under the Easement Area and/or piece or parcel of land as will demonstrably interfere with the safe operation, maintenance, or access to the Facilities. Prior written notice and City approval shall be required for any non-emergency removals, and Grantee shall provide mitigation and replanting for any such removals.

Grantee represents that no improvements will be constructed above the grade elevation of the sidewalk. There will be two hatch doors in the sidewalk, installed at grade. These will be approximately three square feet in area. There will be two vent covers in the sidewalk; and there will be a 4-foot by 7-foot concrete slab that can be lifted for equipment access. Pedestrian traffic will be uninterrupted and unimpeded.

Grantor agrees, for itself and its successors and assigns, that each and every part of the electrical Facilities, shall be and remain the sole and exclusive personal property of UI.

Grantor further agrees, for itself and its successors and assigns, that each and every part of the electrical Facilities shall be used exclusively by UI and neither Grantor, nor any servant, agent, employee, contractor, invitee, licensee or other representative of Grantor, its successors or assigns (each a "Grantor Party"), shall have any right of access to the same without the prior written consent of UI, and UI shall have full and exclusive control of the same. Notwithstanding the foregoing, Grantor shall have limited inspection rights for compliance and safety, with reasonable coordination so long as Grantor's access does not impair operation.

Grantor further agrees, for itself and its successors and assigns, that no Grantor Party shall either erect any structure or plant any tree or shrub in a location or change the grade of the Easement Area in a manner that will interfere with or endanger the operation or maintenance of any of the Facilities or Grantees' right of access to the same. Grantor further agrees, for itself and its successors and assigns, that Grantees shall have the right to require Grantor and its successors and assigns, at its sole cost and expense, to remove any such structure, tree, or shrub and/or restore the grade of the Easement Area upon thirty (30) days' written notice (provided no notice shall be required in the event of an emergency), failing which, Grantee shall have the right to so remove or re-grade, all at Grantor's and its successors' and assigns' sole cost and expense.

Grantor further agrees, for itself and its successors and assigns, that if any work in connection with any improvement now or hereafter situated on the Easement Area is likely to cause damage to or materially adversely affect any of the Facilities, then no such work shall be commenced by any Grantor Party unless and until Grantee shall have been given prior written notice of the same and given an opportunity to take such measures as it deems necessary to provide protection for the Facilities. The Grantor further agrees, for itself and its successors and assigns, to defend, indemnify and hold harmless the Grantee and its officers, directors, employees, agents and contractors, from and against any and all claims, suits, damages, losses, fines, penalties and expenses, arising out of or resulting from any Grantor Party's failure to comply with any of the Grantor's responsibilities, agreements and/or obligations under this Utility Easement. The

Grantor's obligation to indemnify shall be limited to claims arising solely from Grantor-caused noncompliance with this Easement, arising out of or resulting from any Grantor Party's failure to comply with any of the Grantor's responsibilities, agreements and/or obligations under this Utility Easement.

Grantee shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from all claims, damages, fines, penalties, liabilities, and attorneys' fees arising out of Grantee's activities, the Facilities, and any breach of this Easement. This indemnity is not limited to negligence and includes defense obligations.

Whenever the context of this instrument shall so require, but not when this instrument indicates otherwise, the singular shall refer to and include the plural.

TO HAVE AND TO HOLD the above-granted rights, privilege and authority unto Grantees, and unto each of them, and unto their respective successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2026.

Signed, Sealed, and Delivered in the
Presences of:

GRANTOR:

**THE CITY OF BRIDGEPORT,
PARK DEPARTMENT**

Name:

Name:

By: _____
Name:
Title:

STATE OF CONNECTICUT

TOWN: BRIDGEPORT

COUNTY OF FAIRFIELD

On this ____ day of _____, 2026, before me, _____ (name of notary), the undersigned officer, personally appeared _____ (name of individual or individuals), as the _____ (title of Grantor/officer), of THE CITY OF BRIDGEPORT, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he (he, she or they) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Print Name: _____ (seal)
Commissioner of the Superior Court/
Notary Public
My Commission Expires:

EXHIBIT A

UI Easement Map
Showing a Permanent Easement
For the installation and maintenance
Of an electrical vault
Land N/F City of Bridgeport
Parks Department
1130 Broad Street, Bridgeport, CT

January 16, 2026

LEGAL DESCRIPTION

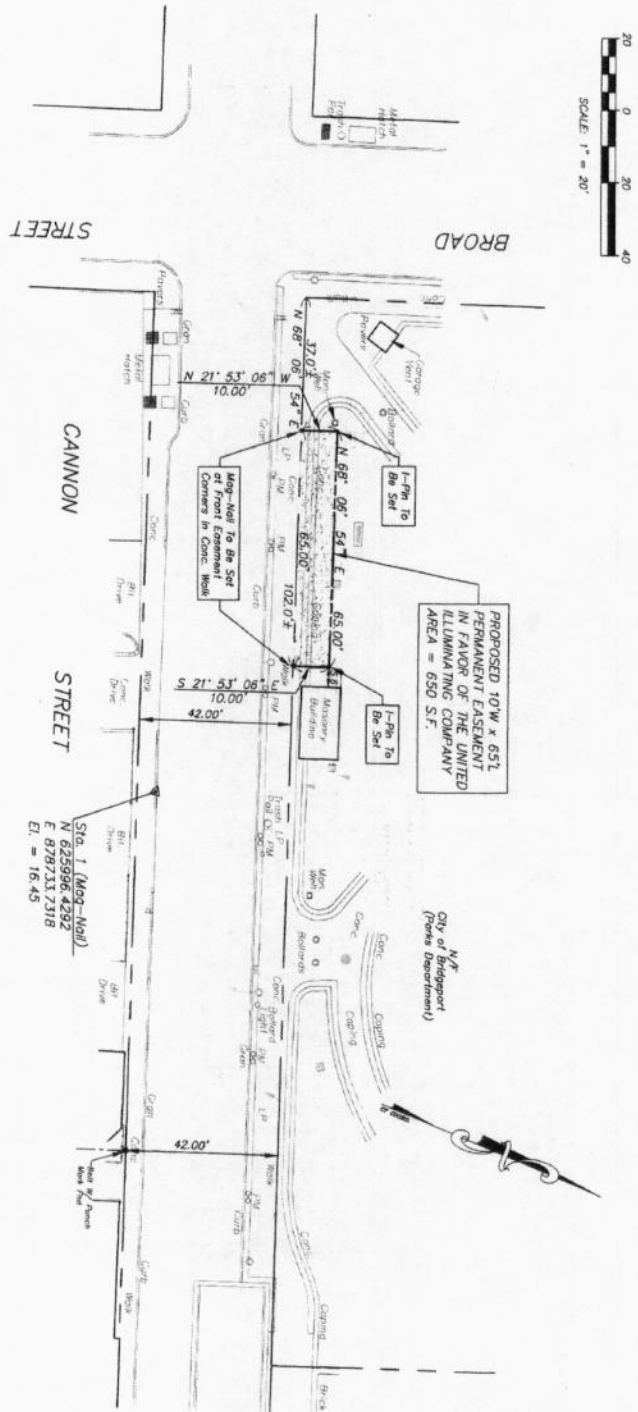
A certain easement containing 650 square feet, located in the City of Bridgeport, County of Fairfield and State of Connecticut, being shown on a map entitled "The United Illuminating Company, Easement Map showing a permanent easement for the installation and maintenance of an electrical vault, land N/F City of Bridgeport, Parks Department, 1130 Broad Street, Bridgeport" Said Easement being more particularly bounded and described as follows:

Commencing at a point on the northerly street line of Cannon Street. Said point being North $68^{\circ}-06'-54''$ East 37.0 feet more or less from the intersection of the northerly street line of Cannon Street and the easterly street line of Broad Street, when measured along the northerly street line of Cannon Street. Said point further being the northwest corner of the herein described easement;

Thence running North $21^{\circ}-53'-06''$ West 10.00 feet,
North $68^{\circ}-06'-54''$ East 65.00 feet and
South $21^{\circ}-53'-06''$ East 10.00 feet through land now or formerly
City of Bridgeport, Parks Department, to a point on the northerly street line of Cannon Street.

Thence running South $68^{\circ}-06'-54''$ West 65.00 feet along the northerly street line of Cannon Street, to the point and place of commencement.

EXHIBIT B



NOTES:

1. THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-108-1 THROUGH 20-108-10, AND THE STANDARDS OF THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS AN "ASSET MAP". THE PROPERTY LINES SHOWN ARE BASED UPON "DEFINITIVE RESURVEYS" WHILE THE PROPOSED EASEMENT LINES ARE BASED UPON AN "ORIGINAL SURVEY" CONFORMING TO THE STANDARDS OF THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS. THE LIMITED EASEMENT TO THIS COMPANY IS FOR THE PURPOSES OF INSTALLING AND MAINTAINING INFRASTRUCTURE IMPROVEMENTS ON PRIVATE PROPERTY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE CONNECTICUT COORDINATE SYSTEM (NAD 83), BASED UPON THE "SUPERIOR GPS NETWORK" PROVIDED BY A SURVEY GRADE GPS RECEIVER.
3. REFERENCE IS MADE TO THE FOLLOWING MAPS ENTITLED:
 - A. BRIDGEPORT ENGINEERING PLY MAP FOR BLOCKS 920, 931, 932, 936 & 937 SCALE 1"=50'
 - B. "CUTLINE MAP OF THE 'SANDYBRO' BLOCK", BRIDGEPORT, CONN., FOR THE STATE OF CONNECTICUT BY TULLER AND CO. SCALE 1"=20' DATED AUG. 26, 1969 AND REVISION MAY 20, 1970.
 - C. LOT CONVEYANCE PLAN OF PROPERTY LOCATED AT 48 & 55 CAMDEN STREET, BRIDGEPORT, CONNECTICUT, PREPARED FOR MAJOR W. BRIDGEPORT, LLC BY TULLER ENGINEERING, LLC SCALE 1"=10' AND DATED NOV. 18, 2004.
4. THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.

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

MARK L. FORD / L.S.# 70087



 Luchs CONSULTING ENGINEERS		DRAWN: <u>M.F.</u> DESIGNED: <u>M.F.</u> APPROVED: <u>R.J.N.</u> CHECKED: _____ No. _____ Date _____ Revision _____ By: _____ Check: _____ Engr. _____ Supv. _____	
 The United Illuminating Company 100 North 8th Road, Orange, Ct. 06477-3828 An AVANGRID Company		DRAWN: <u>M.F.</u> DESIGNED: <u>M.F.</u> DATE: 01/15/2026 Engr. _____ Supv. _____ Scale: 1" = 20' Design: _____ Supv. _____	
EASEMENT MAP SHOWING A PERMANENT EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF AN ELECTRIC WADT (LAND USE) CITY OF BRIGHTON, PARKS DEPARTMENT 1139 BROAD STREET, BRIGHTON, MA 02135		CAD FILE NAME: <u>E320-77300</u> SHEET NO. _____ DRAWING NUMBER: _____	



Real Estate Appraisal Report

Park Property

1130 Broad Street
Bridgeport, Connecticut 06604

Prepared for:

City of Bridgeport
Max Perez, Director of Business
Development
999 Broad Street, Bridgeport, CT 06604

Effective Date of Value:

May 11, 2026

Prepared by:

Vincent O'Brien, MAI
Michael Fazio, MAI



KERIN FAZIO

Kerin & Fazio, LLC
23 Sherman Street
Fairfield, CT 06824
Tel: (203) 259-9500
Fax: (203) 259-9501
www.kfvg.com



May 20, 2026

Mr. Max Perez
City of Bridgeport
999 Broad Street, Bridgeport, CT 06604

Re: Appraisal of a permanent easement at: 1130 Broad Street, Bridgeport, Connecticut 06604

Dear Mr. Perez,

At your request and authorization, Kerin & Fazio, LLC has prepared a real estate appraisal report of the above referenced real property. We have provided the current market value of a permanent easement to be placed on the subject property. The intended use of this appraisal report is to assist the client and intended users in establishing a value in connection with an easement.

The subject is comprised of a 1.24-acre site, in Bridgeport, Connecticut. The site is located in the center of downtown Bridgeport, and abuts the Fairfield County Courthouse to the east. The subject is rectangular in shape and has level topography. The property is currently utilized as a park, and features multiple concrete walkways.

The subject is located within the P1 (Parks and Open Space) zone, which permits retail, restaurants, general entertainment, day care, fitness studios, hotels, parking lots/garages, parks, etc. The highest and best use is development of a retail property.

A permanent easement is proposed for the subject property. The easement is in favor of The United Illuminating Company and will be located over 650 square feet of land on the southwestern portion of the subject site. The easement grants The United Illuminating Company the "right, privilege and authority to construct, install, maintain, inspect, repair, remove, replace and operate electrical distribution facilities and equipment, including cables, wires, conduits, transformers, switches and related structures and equipment, and any other appurtenances as Grantees may from time to time require" over the easement area. The easement is in connection with the installation and maintenance of an electric vault.

The proposed electric vault will be located underground. Per the proposed easement, The United Illuminating Company will restore any disturbed surface areas. The United Illuminating Company will "have the right, at

any time and from time to time, to trim, cut, take down and remove any or all trees, parts of trees, limbs, branches, roots, brush, flowers or other growth on, over or under the Easement Area and/or piece or parcel of land that, in the judgment of such Grantee, might interfere with or endanger the construction, installation, maintenance, inspection, repair, removal, replacement or operation of any Facilities or access thereto". The easement will also prohibit the construction of any improvements within the easement area.

In estimating the value of the easement, the standard "Before and After" technique has been utilized; i.e., the estimate of value is based on the difference between the market value of the subject property immediately before and after the easement. The before value reflects full utilization of the property in accordance with its highest and best use. The after value represents the market value of the property, subject to the easement. The difference between the before and after values is the market value of the easement.

Based upon the results of the analyses contained in the following report, the current market value of the permanent easement as of May 11, 2026 is concluded:

Value Conclusion Table	
Market Value Before	\$2,050,000
Market Value After	\$2,037,670
Market Value of Easement	\$12,330

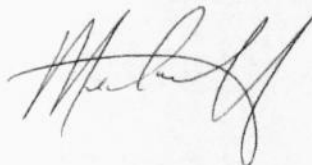
The appraisal was completed in accordance with the current issue of the Uniform Standards of Professional Appraisal Practice (USPAP).

You will find the data, analyses and conclusions in support of this opinion in the following report. It was a pleasure to assist you in this assignment. If you have any questions, or if we can be of further service, please feel free to contact us.

Respectfully submitted,
Kerin & Fazio, LLC



Vincent O'Brien, MAI
State Certified General Appraiser,
Connecticut No. RCG.1476
Expires 4/30/2027



Michael Fazio, MAI
State Certified General Appraiser,
Connecticut No. RCG.194
Expires 4/30/2027

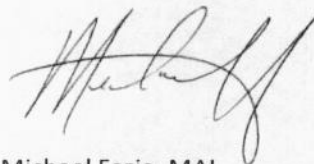
Certification of Value

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results. Furthermore, our engagement was not conditioned upon the appraisal producing a specific value, a value within a given range or the approval of a loan.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event related to the intended use of this appraisal.
- Our reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute as well as the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Benjamin Szczepanski (RSP.2188 Exp. 4/30/2027) provided significant professional assistance to the person(s) signing this report.
- Vincent O'Brien, MAI has personally inspected the subject property. Michael Fazio, MAI did not personally inspect the subject property.
- As of the date of this report, Vincent O'Brien, MAI and Michael Fazio, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
- Vincent O'Brien, MAI and Michael Fazio, MAI have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.



Vincent O'Brien, MAI
State Certified General Appraiser,
Connecticut No. RCG.1476
Expires 4/30/2027



Michael Fazio, MAI
State Certified General Appraiser,
Connecticut No. RCG.194
Expires 4/30/2027